

Board of Public Works Meeting

December 11, 2018



**AGENDA
BOARD OF PUBLIC WORKS
December 11, 2018**

A Regular Meeting of the Board of Public Work to be held Tuesday, December 11, 2018 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. HEARING ON NOISE APPEAL

1. Appeal of Noise Citation #41676

IV. TITLE VI ENFORCEMENT

1. Appeal of Sanitation Citation #41958 at 3508 E. Park Ln.
2. Appeal of Sanitation Citation #41959 at 1323 N. Washington St.

V. CONSENT AGENDA

1. Approval of Minutes – November 27, 2018
2. Approve Addendum #2 to Original Agreement with Green Dragon Lawn Care, Inc. for Snow Removal and De – Icing at and on Public Works Properties
3. Approve License Agreement with Crane Partners LLC for Traffic Signal Control Cabinet at 275 E. Winslow Road
4. Approve Outdoor Lighting Agreements with Duke Energy at the Following Locations: 338 S. Washington Street, 307 S. Davison Street, and 2580 S. Sunflower Drive
5. Approval of Noise Permit for Rally for Life (Sunday, 1/20)
6. Approval of Payroll

VI. NEW BUSINESS

1. Approve 2019 Management Partnership Agreement between the City of Bloomington, Indiana, Board of Park Commissioners, and Redevelopment Commission and BCT Management Inc.
2. Approve Request from Gilliatte LLC for Sidewalk Closure at 427 E. Kirkwood Ave. between Grant St. and Dunn St. (Tuesday 1/2 – Monday 1/14)
3. Approve Request for Extension of Right – of – Way use MOU with Onyx and East (The Foundry)
4. Approve Dedication of Right – of – Way at 1924 E. 2nd Street
5. Approve Request from Gilliatte LLC for Right – of – Way use MOU for CitySide II at 215 S. Walnut St.
6. Award Construction Contract to Monroe LLC for the South Mitchell Street Sidewalk Project
7. Approve Contract Addendum #1 for Preliminary Engineering Services for the B – Line Trail Connection Project
8. Approve Preliminary Engineering Contract with American Structurepoint for the 7th Street Protected Bike Lane Project
9. Approve Contract Amendment #1 for Preliminary Engineering Services for the E Rogers Rd Multiuse Path Project
10. Approve Contract Amendment #1 for Preliminary Engineering Services for the E. Winslow Rd. Multiuse Path
11. Approve Contract Amendment #1 for Preliminary Engineering Services for the S. Henderson Street Multiuse Path
12. Approve Contract with VS Engineering for Temporary Engineering Staff Services
13. Approve Contract with Ann – Kriss LLC for Emergency Repairs at the Walnut Street Parking Garage
14. Approve Contract with Fast Signs for New Signage at the Morton Street Parking Garage
15. Approve Contract Addendum #3 with CE Solutions Consulting Services for 4th Street Garage Repairs Consulting
16. Approve Contract with Ann – Kriss LLC for Painting of City Hall Windows and Repair of Generator Enclosure
17. Approve Contract with Ann – Kriss LLC for Installation of Access Ramp, Railing, and Bollards Sanitation Garage
18. Approve Contract with Owen Valley Flooring for Stair Tread Replacement at Fire Station #2
19. Approve Contracts with ERS OCI Wireless for Two-Way Radio Communication Service for Public Works Street and Sanitation Divisions

VII. STAFF REPORTS & OTHER BUSINESS

1. Approve Cancellation of Board of Public Works Meeting and Work Session Scheduled for December 24, 2018

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.

STAFF REPORT

Appeal of Noise Ordinance Citation #41676

Appellant Information:

Sean Arthur
5701 S. Rogers St.
Bloomington, Indiana
Date Appealed: 11/8/2017

Citation Information:

Issued: 11/2/2018
Officer: Officer Nathan Abbott
Place: Washington St & E. 3rd St.
Bloomington
For: Excessive Loud Noise from Vehicle

Attachments:

1. Citation #41676
2. Call Detail
3. Mr. Sean Arthur's Appeal
4. Subpoena for Officer Nathan Abbott, Bloomington Police Department
5. Proposed Order

Officer's Description:

Officer Abbott was operating his police vehicle and stopped at a traffic light when the vehicle operated by Mr. Sean Arthur pulled up behind him, causing the windows of Officer Abbott's vehicle to shake. When the light changed the two vehicles proceeded through the light. Officer Abbott allowed Mr. Arthurs vehicle to pass around him whereupon Officer Abbott then pulled in behind the Arthur vehicle and initiated a stop. Officer Abbott was at times during this event at least 30 feet from Mr. Arthur's vehicle prior to initiating the traffic stop.

Appellant's Description:

Mr. Arthur appeals the citation because he does not believe his music was too loud or that it was bothering anyone.

Law:

Bloomington Municipal Code requires the City to show:

1. That the noise was unreasonable.
2. That the Appellant caused or made the unreasonable noise or allowed the unreasonable noise to be caused or made in or on any real or personal property occupied or controlled by the appellant

1. The Noise was Unreasonable:

- Under BMC § 14.09.030(c)(3) states that It shall be a violation of this chapter to play, use, or operate or allow to be played, used, or operated in any motor vehicle any radio, television, digital media player, loudspeaker, sound amplifier, musical instrument, or any other machine or device for producing or reproducing sound at a volume that is louder than necessary for the convenient hearing of persons who are inside the vehicle within which such device is played, used or operated. Furthermore, sound that is clearly audible thirty feet or more from the vehicle is prima facie evidence of a violation of this section.
- Officer Abbott states he was at least thirty feet from the vehicle and could still hear the music coming from Mr. Arthur's vehicle.

2. The Appellant is someone who can be held responsible for the unreasonable noise:
 - Under BMC § 14.09.030(b) the following people can be held responsible for violating the noise ordinance:
 - **Any Person who causes or makes any unreasonable noise,**
 - **A person who allows any unreasonable noise to be caused or made in or on personal property controlled or occupied by the person**
 - Mr. Arthur states it was his music and the vehicle was his vehicle.

Conclusion:

- The facts establish that noise was audible at least 30 feet from Mr. Arthur's vehicle in violation of local ordinance. The ticket was issued to Mr. Arthur, a person who, by ordinance, can be found to have violated this noise ordinance in that it was his vehicle in which he was playing his music.

Staff Recommendation:

- Deny the appeal and uphold the ticket as issued.
- This is Mr. Arthur's first violation of this ordinance. A first time violator is subject to a fine of \$50.00, in accordance with BMC 14.09.070(b).

COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION

NO. 41676

C9695

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week Friday	Day 2nd	Month Nov	Year 2018	Time 1819
Last Name Arthur		First Sean	MI V	
Street Address 5701 S Rogers St			D.O.B. 5-24-97	
City Bloomington		State IN	Zip Code 47403	
Sex M	Race W	SSN/OLN 4118-88-6071		

DID COMMIT THE FOLLOWING OFFENSE:

OR
Excessive Loud Noise \$50
 Residence Vehicle

Contrary to the BMC § 14.09.030
at Washington St and E 3rd St, Bloomington, IN.

Officer's Signature  I.D. No. 1656
City of Bloomington, Indiana

Date 11-2-18

Signature 

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION



11/09/18
11:09

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

346
Page: 1

Call Number: 181102306

Nature: TRAFFIC STOP
Reported: 18:19:22 11/02/18
Rcvd By: DUNN M How Rcvd: O
Occ Btwn: 18:19:22 11/02/18 and 18:19:22 11/02/18
Type: 1
Priority: 1

Address: 409 E 3RD ST
City: BLOOMINGTON

Alarm:

COMPLAINANT/CONTACT

Complainant: , Name#:
Race: Sex: DOB: **/**/**
Address: ,
Home Phone: Work Phone:

Contact: ABBOTT N
Address:
Phone:

RADIO LOG

Dispatcher	Time/Date	Unit	Code	Zone	Agnc	Description
DUNN M	18:19:23 11/02/18	1656	ARRV	LB2	BPD	Traffic stop call=2471
ABBOTT N	18:21:57 11/02/18	1656	NMIN	LB2	BPD	MDC: dl=411888607 state=IN
ABBOTT N	18:21:58 11/02/18	1656	DLIN	LB2	BPD	MDC: dl=411888607 state=IN
ABBOTT N	18:22:47 11/02/18	1656	NMIN	LB2	BPD	MDC: name=ARTHUR, SEAN dob=05/24/1999 sex=M state=IN
ABBOTT N	18:22:48 11/02/18	1656	DLIN	LB2	BPD	MDC: name=ARTHUR, SEAN dob=05/24/1999 sex=M state=IN
ABBOTT N	18:24:39 11/02/18	1656	VHIN	LB2	BPD	MDC: pl=RKY966 st=IN lptyp=CM
ABBOTT N	18:24:40 11/02/18	1656	VHRE	LB2	BPD	MDC: pl=RKY966 st=IN lptyp=CM
ABBOTT N	18:33:06 11/02/18	1656	CITE	LB1	BPD	(MDC) excessive noise incid#=B18-45263 call=2471

COMMENTS

CHEVY TRAILBLAZER
18:21:02 11/02/2018 - DUNN M
Address change from MACKY to 409 E 3RD ST
18:25:03 11/02/2018 - DUNN M - From: ABBOTT N
STATUS SIG9

11/09/18
11:09

BLOOMINGTON POLICE DEPARTMENT
CALL DETAIL REPORT

Page: 346
2

UNIT HISTORY

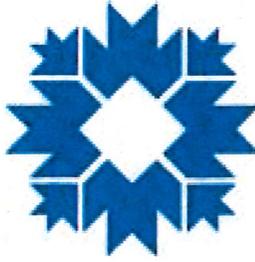
Unit	Time/Date	Code
1656	18:19:23 11/02/18	ARRV
1656	18:21:57 11/02/18	NMIN
1656	18:21:58 11/02/18	DLIN
1656	18:22:47 11/02/18	NMIN
1656	18:22:48 11/02/18	DLIN
1656	18:24:39 11/02/18	VHIN
1656	18:24:40 11/02/18	VHRE
1656	18:33:06 11/02/18	CITE

RESPONDING OFFICERS

Unit	Officer
1656	ABBOTT N
1656	KINCAID S

INVOLVEMENTS

Type	Record#	Date	Description	Relationship
TW	69088	11/02/18	MACKY IN RKY966	6908 Traffic Stop
LW	B18-45263	11/02/18	TRAFFIC STOP B18-45263	409 E Initiating Call



Appeal of Noise 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 Noise 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 Noise 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: Sean Arthur Phone Number 812 345 4265
Citation Number: 41676 Date on Noise Citation: Friday NOV 2nd 2018
(Located in the top right hand corner of the citation)

Local Address:
5701 SOUTH ROGERS
ST

Permanent Address:
5701 SOUTH ROGERS
ST.

Today's Date: NOV 8th 2018

Reason for Appeal: I got pulled over for my music
being too loud and also I have one
10 inch sub that was tuned to not be
loud outside the car, I don't think
my music was too loud and or was
bothering anyone.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Noise citation and received the date of ~~NOV 8 2018~~
When the Board of Public Works will consider my appeal.

[Signature]
Signature

NOV 19 2018
Date

For use by Public Works:

Date Appeal Received: 11/8/2018 Received By: Michael Large
Date Appeal Forwarded to Legal Department: 11/8/2018

**COUNTY OF MONROE
CITY OF BLOOMINGTON
ORDINANCE VIOLATION**

NO. 41676

The undersigned having probable cause to believe and being duly sworn upon his/her oath says that on:

Day of Week Friday	Day 7th	Month Nov	Year 2018	Time 12:14
Last Name HARRIS		First SCOTT		MI V
Street Address 3701 S ROBERTS ST			D.O.B. 11-24-88	
City Bloomington		State IN	Zip Code 47403	
Sex M	Race W	SSN/OLN 9118 88-6071		

DID COMMIT THE FOLLOWING OFFENSE:

OR

Excessive Loud Noise

_____ Residence Vehicle

Contrary to the BMC § 11-09-030

at _____, Bloomington, IN.

Officer's Signature [Signature] I.D. No. 1036

City of Bloomington, Indiana

Date 11-28-18

Signature [Signature]

Your signature is not an admission of guilt.

SEE OTHER SIDE FOR ADDITIONAL INFORMATION

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
SUBPOENA**

**IN THE MATTER OF THE
APPEAL OF NOISE CITATION #41676
Sean Arthur
Issued on November 2, 2018**

The Board of Public Works To:

Officer Nathan Abbott
Bloomington Police Department
220 E. Third St.
Bloomington, IN 47404

You are hereby summoned to appear and give testimony before the Board of Public Works during its regular meeting on the 11th day of December, 2018, at 5:30 p.m. in the Council Chambers at City Hall, 401 N. Morton St., Bloomington, Indiana, and to not depart without leave of the Board.

WITNESS this 20th day of November, 2018.



Christopher J. Wheeler, Atty. No. 18944-49
Assistant City Attorney
City of Bloomington
401 N. Morton/P.O. Box 100
Bloomington, IN 47402
(812) 349-3426

City of Bloomington's Board of Public Works

Decision on Appeal of Noise Citation #41676

On November 2, 2018, the City of Bloomington Police Department issued Noise Citation #41676 to Mr. Sean Arthur. Mr. Arthur timely appealed Citation #41676 to the Board of Public Works. The Board of Public Works heard testimony and received evidence regarding this Noise Citation on Tuesday, December 11, 2018. The Board of Public Works Now finds as follows:

1. On November 2, 2018, Officer Nathan Abbott of the Bloomington Police Department was operating his police vehicle when he could hear the sound of music coming from the vehicle of Mr. Sean Arthur.
2. Officer Abbott was at least thirty feet from the Arthur vehicle.
3. BMC § 14.09.030(c)(3) states that it is legally sufficient evidence of a violation of this section when sound is clearly audible at least thirty feet away from the vehicle from which the sound is emanating.
4. BMC § 14.09.030(b) specifies that a person who allows the unreasonable noise to be made in or on his or her personal property can violate this ordinance.
5. The facts establish that noise was audible at least 30 feet away from the vehicle owned and operated by Mr. Arthur and that the Citation was properly issued.

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

_____ Upholds said Noise Citation.

_____ Voids said Noise Citation.

So ordered this 11th day of December, 2018.

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

STAFF REPORT
Appeal of Yard Waste NOV # 41958

Appellant Information:

Mark Kleinbauer
Agent for Owner, Salvador Espinosa
899 S. College Mall Rd.
Bloomington, IN 47401

Date Appealed: 11/19/2018

NOV Information:

Issued: 11/14/18

By: Norman Mosier, Compliance Officer
Place of Violation: 3508 E. Park Lane,
Bloomington, IN
For: Yard Waste

Attachments:

1. Notice of Violation
2. Appeal
3. Proposed Order

Ordinance Language:

Yard Waste:

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 later remove, cover, or burn it.* (Emphasis added).

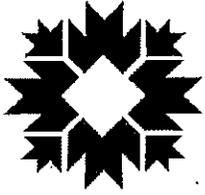
6.06.070(a) For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: **persons with any possessory interest in the property**; property owner(s); and/or any persons who have caused the violation. (Emphasis added).

Discussion:

1. Salvador Espinosa, a resident of San Diego California, (the "Owner") is the owner of a rental property located at 3508 E. Park Lane, Bloomington, IN (the "Property").
2. Mark Kleinbauer is the Owner's Agent for this Property.
3. Norm Mosier personally inspected the Property on November 14, 2018, and observed yard waste on the Property and issued a Notice of Violation of BMC § 6.06.020.
4. It is a violation of BMC § 6.06.020 to either be the one who places yard waste on your own property or suffers or permits yard waste to be thrown on your property.
5. The Appellant argues that the NOV should be dismissed since there was an intention to comply and since there is a dead/dying tree on the Property causing the yard waste.
6. The ordinance states that it is a violation regardless of whether there was any intent to comply.
7. The Owner was not cited for the tree, merely for the yard waste on the Property.

Staff Recommendation:

1. Deny the Appeal and uphold the Notice of Violation as issued.



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 11-14-18 Time 3:10 Address/location 3508 E. PARK LN. 47401

Issued by: 207

BMC 6.04.110 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 6.04.100(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#** 41958

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#** _____

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: REMOVE ALL DEAD LIMBS, BRUSH ETC. FROM PROPERTY OR
FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE

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. Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.

Owner Name SALVADOR ESPINOSA
 Address 8215 HILLDALE DRIVE
 City SAN DIEGO State CA
 Zip Code 92120

Agent Name PERK & ASSOCIATES c/o
MARK KUSTINBAUER
 Address 899 S. COLLEGE MAN ROAD # 385
 City BLOOMINGTON State IN
 Zip Code 47401

BPW: _____

Mail Copies To: Resident: _____ Owner: Agent:



Appeal of Sanitation 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 sanitation 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 Sanitation 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: Mark Kleinbauer Phone Number _____

Citation Number: _____ Date on Sanitation Citation: 11/14/18

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

Local Address:

Permanent Address:
885 S. College Mall Rd. #385
Bloomington, IN, 47401

Today's Date: 11/19/18

Reason for Appeal: Waiting on tree company. Please
see letter.

(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Sanitation citation and received the date of _____.
When the Board of Public Works will consider my appeal.

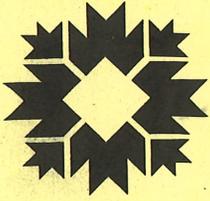
[Signature]

Signature

11/20/18

Date

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 11-14-18 Time 3:10 Address/location 3508 E. PARK LN. 47401

Issued by: 207

BMC 6.04.110 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 6.04.100(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#** _____

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: REMOVE ALL DEAD LIMBS, BRUSH ETC. FROM PROPERTY OR
FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE

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. **Violations of BMC 6.04.110 may only be contested in Monroe County Circuit Courts.**

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

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

BPW: _____

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

To whom it may concern:

Regarding the citation issued to 3508 E Park Ln. on 11/14/18 – tenants were issued a citation for six large diameter branches at the edge of the property.

The tenants contacted me on November 9th requesting assistance with the removal of some large branches as HAND had stopped by to notify them verbally that fallen branches could not be piled. After discussion, it was determined that a tree company should assess the health of a large tree in the front yard of the property. Although the tenants are responsible for general yard maintenance, dealing with a sick and dying tree is beyond their purview. Meanwhile, they removed almost the entirety of the pile.

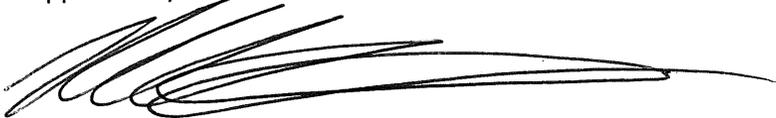
I immediately began arranging for a tree company to remove the remaining branches as well as inspect and clean (or cut down) the tree. That said, tree companies are busy and have lead time. Current lead times are approximately 3-4 weeks as companies are working other places. In fact, the first company available cannot even bid the job until November 21st. We would prefer multiple bids be submitted before a company is selected and scheduled. Thus, we do not expect the tree to be taken care of until sometime in December. This delay is obviously not desirable by either us or the city but is unavoidable and out of our control.

As this tree is sick and has numerous broken branches hung up in other branches, it will continue to drop branches with windstorms and the natural Bloomington freeze-thaw cycle. It is very likely more branches will end up on the ground at a time when the city ends its green waste pickup for the season. We would like to allow the tenants to clean up the green waste, but the ticket received for the branches appears to indicate that the city prefers the branches are left where they fall, regardless of the hazard it creates.

We believed the tenants showed positive intent to comply and would be ok waiting for us to arrange for the tree service. The tenants have a clear understanding of their responsibilities and have maintained the property appropriately, immediately bringing it into compliance on the one occasion a problem was identified. Thus, it was quite a surprise to them and to me when a Notice of Violation was received. In this specific instance, the city requires compliance without providing an avenue to compliance for the tenants - the city offers no services to deal with removal of large limbs (over 2" diameter).

I have attached a picture of the "pile" which resulted in the violation with the request that the violation and associated fine be reconsidered. It was not the tenant's intent to violate city codes and they made efforts to address the violation as soon as it was brought to their attention. As shown in the picture, the branches do not provide any potential home for vermin and are clearly too large for standard disposal methods. I ask that you consider what the intent of the "notice of violation" is and determine if it has served its intended purpose without the need for a fine – they are now obviously aware of the restrictions related to yard waste and will continue to make their best efforts to remain in compliance. Assessing a fine does not make the message any clearer and punishes for a violation already being addressed.

I appreciate your consideration.



Mark Kleinbauer

Peek & Associates

899 College Mall Rd

Bloomington, IN 47401



City of Bloomington's Board of Public Works **Order on Appeal of Notice of Violation Ticket** **#41958**

This matter is before the Board of Public Works for Appeal of Notices of Violations under ticket number #41958 (the "NOV") at 3508 E. Park Lane, Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, December 11, 2018.

The Board of Public Works now finds as follows:

1. Mr. Salvador Espinosa, by his Agent, Mark Kleinbauer, ("Appellant") timely appealed the NOV.
2. Appellant admits to being the Owner of the Property.
3. Norman Mosier inspected the property on 11/14/2018 and observed yard waste in the form of dead tree limbs located at the curb of the property.
4. It is a violation of BMC § 6.06.020 to either be the one who places yard waste on your own property or suffers or permits yard waste to be placed on your property.
5. The facts support a finding that Appellant did violate BMC § 6.06.020 regarding yard waste.

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

- Upholds the Appeal of NOV #41958.
- Denies the Appeal of NOV #41958.

So Ordered this 11th Day of December, 2018.

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

STAFF REPORT
Appeal of Garbage NOV # 41959

Appellant Information:

Stefanie Weintraub
1917 E. Maryland Dr.
Bloomington, IN 47401

Date Appealed: 11/20/2018

NOV Information:

Issued: 11/15/18
By: Mike Arnold, Compliance Officer
Place of Violation: 1323 N. Washington St.,
Bloomington, IN
For: Garbage

Attachments:

1. Notice of Violation
2. Appeal
3. Photographs
4. Proposed Order

Ordinance Language:

Yard Waste:

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 later remove, cover, or burn it. (Emphasis added).

6.06.070(a) For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: **persons with any possessory interest in the property**; property owner(s); and/or any persons who have caused the violation. (Emphasis added).

Discussion:

1. Stefanie Weintraub, (the “Owner”) is the owner of a rental property located at 1323 N. Washington St., Bloomington, IN (the “Property”).
2. Mike Arnold personally inspected the Property on November 15, 2018, and observed garbage on the Property and issued a Notice of Violation of BMC § 6.06.020.
3. It is a violation of BMC § 6.06.020 to either be the one who places garbage on your own property or suffers or permits garbage to be thrown on your property.
4. The Appellant argues that the NOV should be dismissed since she herself did not see any garbage on the Property and that you cannot see any garbage under the porch from the street.
5. Mike Arnold could see garbage on the Property on November 15, 2018, (please see photographs), and when he walked up to the door of the Property to post the NOV for the visible garbage, he could then also see garbage under the deck.

Staff Recommendation:

1. Deny the Appeal and uphold the Notice of Violation as issued.



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 11/15/13 Time 10:10 Address/location 1723 N WASHINGTON ST 47408

Issued by: 220

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# 41959

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# _____

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: _____

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 STEFANIE WEINTRAUB
 Address 1917 E. MARILYN DRIVE
 City BLOOMINGTON State IN
 Zip Code 47401

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

BPW: _____

Mail Copies To: Resident: Owner: Agent: _____



1323







Appeal of Sanitation 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 sanitation 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 Sanitation citation was issued.

Name: Stefanie Weintraub Phone Number 812 361 7607

Citation Number: 41959 Date on Sanitation Citation: 11/15/18
(Located in the top right hand corner of the citation)

Local Address: 1323 N Washington St
Bloomington IN 47401

Permanent Address: 1917 E Marilyn Dr
Bloomington IN 47401
stefweintraub@gmail.com

Today's Date: 11/20/18

Reason for Appeal: was given a fine for trash. Tenants received a citation previously and cleaned up trash, but citation was not specific. A fine was given for trash and we did not see any trash outside of apartment. I called HAND and they told me the trash was under the deck (cans, bottles) neither I nor the tenants noticed this and would have cleaned it if it was more specific - the deck is covered by bushes so its not easy to see under or from the street

On this day, I submitted my completed appeal of Sanitation citation and received the date of 11/20/18. When the Board of Public Works will consider my appeal.

Signature [Handwritten Signature] Date 11/20/18

For use by Public Works:
Date Appeal Received: 11/20/2018 Received By: Michael [Handwritten Signature]
Date Appeal Forwarded to Legal Department: 11/20/18

City of Bloomington's Board of Public Works **Order on Appeal of Notice of Violation Ticket** **#41959**

This matter is before the Board of Public Works for Appeal of Notices of Violations under ticket number #41959 (the "NOV") at 1323 N. Washington St., Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, December 11, 2018.

The Board of Public Works now finds as follows:

1. Stefanie Weintraub ("Appellant") timely appealed the NOV.
2. Appellant admits to being the owner of the Property.
3. Mike Arnold inspected the property on 11/15/2018 and observed garbage on the Property and has photographic evidence to support his assertions.
4. It is a violation of BMC § 6.06.020 to either be the one who places garbage on your own property or suffers or permits garbage to be placed on your property.
5. The facts support a finding that Appellant suffered garbage to be placed on her Property and that she therefore did violate BMC § 6.06.020.

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

- Upholds the Appeal of NOV #41959.
- Denies the Appeal of NOV #41959.

So Ordered this 11th Day of December, 2018.

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

The Board of Public Works meeting was held on Tuesday, November 27, 2018, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Beth H. Hollingsworth presiding.

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

Present: Beth H. Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Norm Mosier – Housing & Neighborhood Development
Dan Backler – Planning & Transportation
Liz Carter – Planning & Transportation
Sara Gomez – Planning & Transportation
Russell White – Planning & Transportation
Adam Wason – Public Works
Michael Large – Public Works
Jackie Moore, City Legal
Michael Rouker, City Legal

**MESSAGES FROM
BOARD MEMBERS**

Hollingsworth thanked the employees at the Street Department, who have been working overnight to de – ice roads and bridges.

**PETITIONS &
REMONSTRANCES**

None

**OPEN SEALED BIDS &
QUOTES**

Sealed bids were submitted for the South Mitchell Street Sidewalk Project by the following:
Monroe LLC in the amount of \$249,675.00
Hostetler Concrete Construction LLC in the amount of \$209,145.00
Groomer Construction Inc. in the amount of \$272,154.22
E&B Paving Inc. in the amount of \$319,642.00
Milestone Contractors LLC in the amount of \$259,956.50
Crider & Crider Inc. in the amount of \$294,925.15

**South Mitchell Street
Sidewalk Project**

Board Comments:

Hollingsworth stated that the quotes will be reviewed by staff and the bids awarded at a future meeting of the Board.

TITLE 6 VIOLATIONS

Norm Moiser, Housing & Neighborhood Development, presented permission to abate property at 2854 N. Blue Ridge Dr. See meeting packet for details.

**Permission to Abate
Property at 2854 N. Blue
Ridge Dr.**

Board Comments:

Hollingsworth inquired about the numerous citations that have been issued since August. Mosier stated that the house is currently vacant and will require continuous abatement to maintain the grass and vegetation growth on the property.

Palazzo made a motion for a continuous abatement at 2854 N. Blue Ridge Dr. Hollingsworth seconded the motion. Motion is passed. Abatement at 2854 N. Blue Ridge Dr. is approved.

CONSENT AGENDA

1. Approval of Minutes – November 13, 2018

2. Permission to Abate Property at 1501 S. Hathaway Ct.
3. Permission to Abate Property at 1502 S. Hathaway Ct.
4. Permission to Abate Property at 1546 S. Hathaway Ct.
5. Permission to Abate Property at 1554 S. Hathaway Ct.
6. Permission to Abate Property at 1562 S. Hathaway Ct.
7. Permission to Abate Property at 1578 S. Hathaway Ct.
8. Permission to Abate Property at 1620 S. Hathaway Ct.
9. Permission to Abate Property at 2431 E. Cathcart St.
10. Approval of Resolution 2018-119: Replacement – Encroachment Agreement, Graduate Hotel, 210 E. Kirkwood Ave.
11. Approval of Payroll Register

Palazzo made a motion to approve the consent agenda. Hollingsworth seconded the motion. Motion is passed. Consent agenda is approved.

NEW BUSINESS

Sara Gomez, Planning & Transportation, presented request from Duke Energy for lane closure on N. Smith Rd. See meeting packet for details.

Approve Request from Duke Energy for Lane Closure on N. Smith Rd.

Rob Driman, Duke Energy, addressed the board and offered to answer any questions.

Board Comments:

Hollingsworth asked if the dates, December 1st through Friday March 1st, were the correct dates for the lane closure. Driman agreed those were the planned dates weather permitting. Driman stated that they are planning to start on December 17th.

Hollingsworth asked for confirmation that the lane closure was intermittent. Driman stated that the contractor is currently scheduled to work Monday through Friday, ten hour shifts. Hollingsworth asked if the street would be open on the weekend and Driman confirmed.

Palazzo asked if Duke typically notified adjacent property owners of the road closure. Driman confirmed there was a plan to notify those owners. Wason confirmed that the City has been working with Duke Governmental representative Bruce Galloway to ensure that the general public would be made aware of upcoming projects. Duke has agreed to a media release and will provide sign boards. Driman confirmed that electronic sign boards will be used to inform motorists. Driman asked Wason about sign placement in the public right – of – way to which Wason stated that the City will work with Duke on the placement of those sign boards.

Palazzo made a motion to approve the request from Duke Energy for lane closure on N. Smith Road. Hollingsworth seconded the motion. Motion is passed. Lane closure is approved.

Approve Agreement with

Adam Wason, Public Works, presented agreement with Ann – Kriss LLC for the installation of fencing and a concrete walkway at the animal control center. See meeting packet for details.

Ann – Kriss LLC for the Installation of Fencing and a Concrete Walkway at the Animal Control Center

Board Comments:

Hollingsworth asked about the start date of the project. Wason confirmed that it will begin after the first of the year. The contractor is finishing a project at the Sanitation garage and will begin on the project at the Animal Control Center upon completion.

Palazzo made a motion to approve the agreement with Ann – Kriss LLC for the installation of fencing and a concrete walkway at the Animal Control Center. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

Liz Carter, Planning & Transportation, presented request from Weddle Brothers for full street closure on E. 13th Street for IU Fine Arts project. See meeting packet for details.

Approve Request from Weddle Brothers for Full Street Closure on E. 13th Street for IU Fine Arts Project.

Board Comments:

Hollingsworth asked about the temperature specifications for the pouring of concrete. Ryan Nicolson, Weddle Brothers, stated that concrete can be poured until the temperature drops below thirty two degrees Fahrenheit. If the temperature drops below freezing then they will blanket the concrete.

Palazzo made a motion to approve the request from Weddle Brothers for the continued street closure for the IU Fine Arts project. Hollingsworth seconded the motion. Motion is passed. Request is approved.

Approve Request from Sarge Property Management Inc. to Extend Public Right – of – Way for Exterior Reconstruction at 100 E. Kirkwood Ave.

Liz Carter, Planning & Transportation, presented request from Sarge Property Management Inc. to extend public Right – of – Way for exterior reconstruction at 100 E. Kirkwood Ave. See meeting packet for details.

Board Comments:

Hollingsworth inquired about the replacement of the plastic that is covering the scaffolding structure on the job site. Carter stated that she has not received any response from the contractor regarding replacement of the plastic. Wason stated that he will be meeting with the contractor on Thursday at which time he will address keeping the scaffolding buttoned up.

Palazzo made a motion to approve the request from Sarge Property Management Inc. Hollingsworth seconded the motion. Motion is passed. Extension of the use of public right – of – way is approved.

Award Construction Contract to E&B Paving Inc. for the South Walnut Street Sidewalk Project

Russell White, Planning & Transportation, presented the award of construction contract to E&B Paving Inc. for the South Walnut Street Sidewalk Project. See meeting packet for details.

Board Comments:

Hollingsworth clarified that the project would not begin until the spring of 2019. White confirmed that projects are currently “wintered out”, or unable to begin due to inclement weather during the winter months. White stated this typically lasts from December until April.

Palazzo made a motion to approve the construction contract with E&B Paving Inc. for the South Walnut Street Sidewalk Project. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

Russell White, Planning & Transportation, presented the award of construction contract to E&B Paving Inc. for the Moores Pike at Clarizz Blvd. pedestrian crosswalk project. See meeting packet for details.

Palazzo made a motion to approve the construction contract with E&B Paving Inc. for the Moores Pike at Clarizz Blvd. Pedestrian Crosswalk Project. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

Michael Rouker, City Legal, presented the electric scooter interim operating agreement with Bird Rides, Inc. & Neutron Holdings, Inc. dba Lime. See meeting packet for details.

Board Comments:

Hollingsworth asked if IU is part of the interim agreement with the scooter companies. Rouker stated that IU is not part of this agreement and has previously devised its own set of rules for scooters. Rouker spoke on IU’s ability to be autonomous when creating rules for the scooters since they are not required to have their requirements approved by a variety of Boards. Wason spoke about following up with representatives from IU and confirmed that the university is currently still impounding scooters that violate rules they have in place. Hollingsworth asked about the education of users of the electric scooters from the university. Rouker confirmed that it will be the responsibility of the scooter companies to provide education materials to its users regarding rules implemented by this agreement with the City of Bloomington. Hollingsworth asked if the interim agreement would have to be approved by the Common Council as well. Rouker stated that the agreement would not have to be approved by the Council since it is not an ordinance. However, if the City decides to pass an ordinance pertaining to the operation of electric scooter in the public right – of – way, then this agreement will be voided at that time and the newly passed ordinance will take precedence. If no ordinance is passed then this agreement will stay in place until it is modified or terminated. Hollingsworth asked that since this is an interim agreement, will it be brought back in the future to become a formal agreement. Rouker stated that this agreement will require no further action of the Board unless there is a modification in the future that affects the public right – of – way, which is where these scooters operate.

Palazzo made a motion to approve the interim electric scooter operating agreement with Bird Rides, Inc. & Neutron Holdings, Inc. dba Lime. Hollingsworth seconded the motion. Motion is passed. Interim electric scooter agreement is approved.

Award Construction Contract to E&B Paving Inc. for the Moores Pike at Clarizz Blvd. Pedestrian Crosswalk Project

Approve Electric Scooter Interim Operating Agreement with Bird Rides, Inc. & Neutron Holdings, Inc. dba Lime

Adam Wason, Public Works, reiterated appreciation for the staff members at the Street and Fleet Maintenance Departments for all of their dedication and work during this time of year when the weather is inclement.

STAFF REPORTS & OTHER BUSINESS

Wason went on to remind the general public that during the winter months it is important to bring pets indoors. Wason stated that calls to Animal Control spike during the winter months from concerned residents regarding pets that are being left outside in the cold. Wason asks that citizens to be aware of their responsibilities when it comes to bringing pets inside during the winter months.

Wason happily reported that the Tapp and Rockport Roads project is complete and open to the general public. Wason thanked the crews at Crider & Crider for expediting the completion of the project. Because of their hard work and coordination with the City, costs of the project were significantly reduced from initial cost estimates. Wason also thanked Matt Smethurst, Planning & Transportation, for providing professionalism in project management that led to collaboration between City Departments. Wason stated that landscaping and signal detection installation will be completed in the Spring of 2019. Until then the Street Department will oversee the timing of the light until that detection installation can be installed.

Wason reminded the public that the Animal Shelter currently has many adoptable animals. He invites members of the community to visit the shelter during the holiday season.

Wason reminded the public that it is leafing season. Citizens can access an interactive map on the City's website at www.bloomington.in.gov/leaves that illustrates where the crews have been and will be going. Wason stated that the leafing process is one of the most involved operations the City undertakes since the equipment used for leafing is also used for snow and ice control. Wason stated that it takes 5-6 hours to transition the equipment from leafing to snow control. Wason reiterated his appreciation for all of the staff that is responsible for these operations.

Palazzo made a motion to approve the Claims Register in the amount of \$487,010.75. Hollingsworth seconded the motion. Motion is passed. Claims are approved.

APPROVAL OF CLAIMS

Hollingsworth called for adjournment. Meeting was adjourned at 6:02PM.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date: December 11, 2018

Attest to:

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.



Board of Public Works Staff Report

Project/Event: Addendum #2 for Snow Removal and De-icing Services with Green Dragon Lawn Care

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: December 11, 2018

This is Addendum #2 to the snow removal and de-icing Services Agreement with Green Dragon. The existing facilities and pricing covered in the original Agreement will remain the same. This is the third year for the current contract, and snow removal and de-icing services will be put out to quote for the winter of 2019-2020. Addendum #2 incorporates three (3) additional sites and the cost of providing snow removal and de-icing services at those locations.

The new locations and additional costs are per cycle:

4 th St. Parking Garage Sidewalk Snow Removal	\$160.00
4 th St. Parking Garage Sidewalk Ice Melt Application	\$ 70.00
Morton St, Garage Sidewalk Snow Removal	\$ 85.00
Morton St. Garage Sidewalk Ice Melt Application	\$ 60.00
Walnut St Garage Sidewalk Snow Removal	\$ 50.00
Walnut St Garage Sidewalk Ice Melt Application	<u>\$ 20.00</u>
Total per Cycle Increase for Addendum #2	\$445.00

Costs per Cycle under Original Agreement	\$ 2,990.00
Cost per Cycle under Addendum #2	\$ 3,435.00
Total Not To Exceed Cost of Agreement	\$45,000.00

Staff Recommends approval of Addendum #2 to the Agreement with Green Dragon

Respectfully submitted,

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

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

Exhibit A – Addendum #2

Additional Services and Cost

<u>Location</u>	<u>Green Dragon Lawn Care (Plowing)</u>	<u>Green Dragon Lawn Care (De-icing)</u>
4 th St. Garage Sidewalk	\$160.00	\$70.00
Morton St. Garage Sidewalk	\$ 85.00	\$60.00
Walnut St. Garage Sidewalk	<u>\$ 50.00</u>	<u>\$20.00</u>
	\$295.00	150.00

Total Occurrence Cost for Additional Services In Addendum #2: \$ 445.00

Current Total Occurrence Cost under Original Agreement and Addendum #1: \$2,990.00

Total Occurrence Cost with Addendum #2 Additional Services and Costs: \$3,435.00

Total compensation paid under this Agreement and Addenda #1 and #2 shall not exceed the amount of \$45,000.00.

**ADDENDUM #2 TO AGREEMENT FOR SNOW REMOVAL AND
DE-ICING SERVICES FROM MULTI-LEVEL PARKING GARAGES,
SURFACE LOTS, SIDEWALKS, PATHWAYS AND WALK PATHS**
between the
CITY OF BLOOMINGTON
and
GREEN DRAGON LAWN CARE, INC. (“Contractor”)

This Addendum #2 supplements the Agreement for Snow Removal and De-Icing Services from Multi-Level Parking Garages, Surface Lots, Sidewalks, Pathways and Walk Paths (“Agreement”) as follows:

1. Term of Agreement: Article 4 of the Agreement with Green Dragon Lawn Care, Inc., referenced above states: “This Agreement may be renewed annually for additional terms which would commence on November 1 of the year of renewal and expire on April 30 of the following year (the “Renewal Term”), provided Contractor does not give written notice to the City, at least sixty (60) days prior to the expiration of the Original Term or any Renewal Term, that Contractor does not wish to renew this Agreement.” The City and the Contractor agree to a second renewal of the Agreement, which shall begin on November 1, 2018, and shall continue through April 30, 2019.
2. Compensation: Article 5 of the original Agreement with Green Dragon Lawn Care, Inc., states: “Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth must be authorized in writing by the Board of 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.” Three (3) additional sites and the expenses for providing services at those sites are being added via this Addendum #2. The additional sites and expenses are provided in Exhibit A to this Addendum #2. Exhibit A is attached hereto and incorporated herein.
3. Compensation: Article 5 of the original Agreement with Green Dragon Lawn Care, Inc., also states: “The total compensation paid including fees and expenses shall not exceed the amount of Two Thousand Nine Hundred Ninety Dollars and Zero Cents (\$2,990.00), per each performance of snow removal and/or de-icing services at all locations provided in Exhibit A, Scope of work. The total compensation paid under this Agreement during the Original Term or any Renewal Term shall not exceed the amount of \$32,000.00”. Addendum #1 of the Agreement was a renewal of the original Agreement and only provided for a second year of services performed at the same locations and at the same costs. Under this Addendum #2, additional services with their respective costs of \$445.00 are being added. The total compensation paid including fees and expenses shall not exceed the amount of Three Thousand Four Hundred Thirty-Five Dollars and Zero Cents (\$3,435.00), per each performance of snow removal and/or de-icing services at all locations, and the total compensation paid under this the original Agreement and both Addenda to this Agreement shall not exceed the amount of \$45,000.00, as provided in Exhibit A to this Addendum #2. .
4. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #2 to be executed the day and year last written below:

CITY OF BLOOMINGTON

GREEN DRAGON LAWN CARE, INC.

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

By: _____

Name and Title

By: _____
Beth H. Hollingsworth, Vice President

Date: _____

By: _____
Dana Palazzo, Secretary

Date: December 11, 2018 _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: License Agreement for Traffic Controller Cabinet at 275 East Winslow Road

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: December 11, 2018

While reviewing plans for the Winslow Road and Henderson Street Path Project and in working with Crane Partners, LLC, the owner of the parcel at 275 East Winslow Road, Bloomington, Indiana, to acquire right of way for the path project, it was determined that a traffic signal controller cabinet, owned and maintained by the City, is located on the Crane Partners, LLC property at this location.

This License Agreement would allow for the continued placement and maintenance of the traffic signal controller cabinet on a concrete pad with associated equipment on the property located at 275 East Winslow Road that is currently owned by Crane Partners, LLC. Owner has already approved the License Agreement.

Staff has reviewed the documents and recommends approval of the License Agreement for Traffic Controller Cabinet at 275 East Winslow Road.

Recommend **Approval** **Denial** by **Matt Smethurst**

Exhibit "B"

Traffic Control Box Exhibit

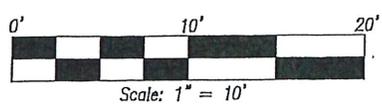
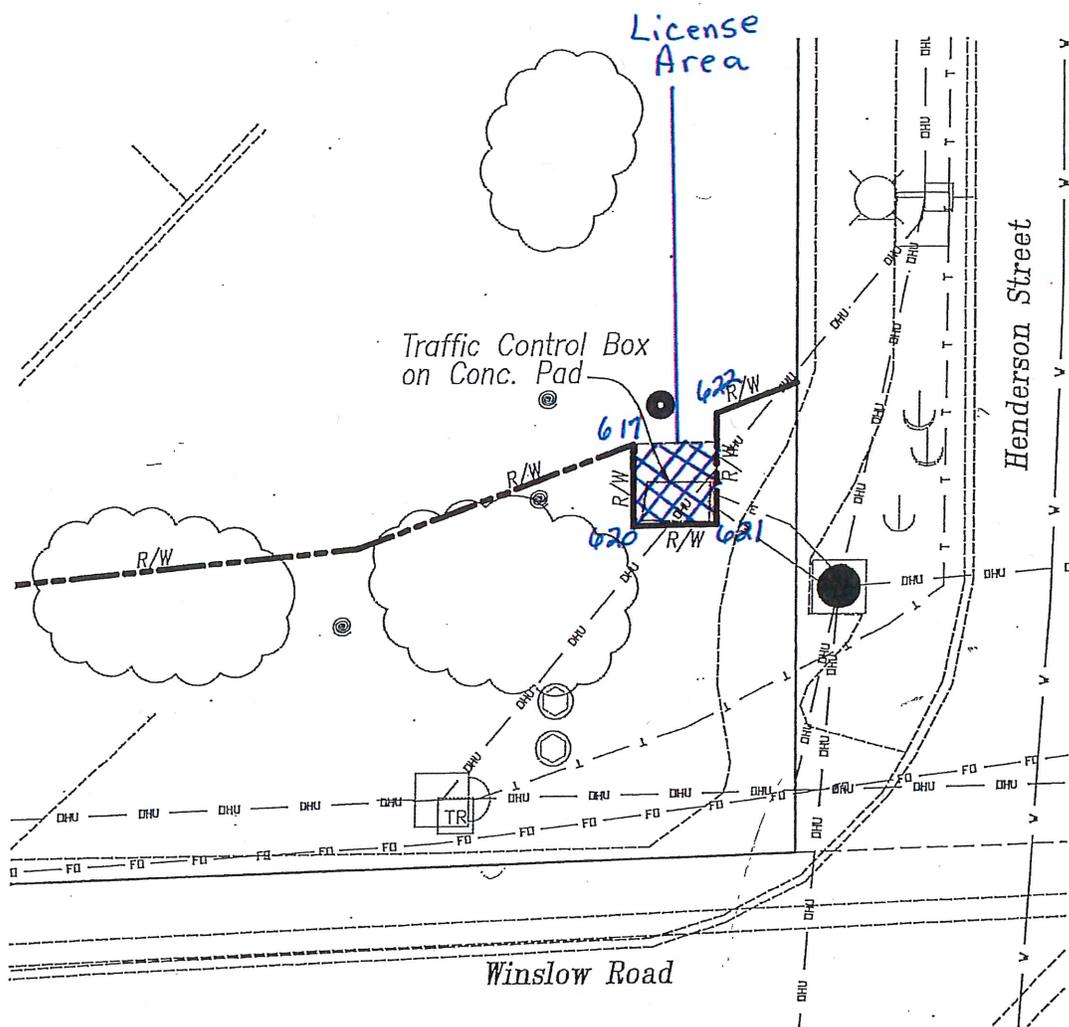


Exhibit "A"

Sheet 2 of 2

Project: 1500380
Parcel: Parcel 6 (Fee)
Tax Id. No. 53-08-09-300-003.000-009

designated "621" on said Parcel Plat; thence North 00 degrees 58 minutes 05 seconds West a distance of 6.25 feet, to the point designated "622" on said Parcel Plat; thence North 69 degrees 36 minutes 10 seconds East a distance of 4.89 feet, to the point designated "623" on said Parcel Plat, being a point on the western boundary of Henderson Street; thence South 00 degrees 37 minutes 21 seconds East a distance of 26.53 feet along said western boundary, to the point of beginning and containing 0.055 acres, more or less.

All bearings on this description which are not quoted from previous instruments are based on the bearing system of the Location Control Route Survey recorded as Instrument 2016017484 in the Office of the Recorder of Monroe County, Indiana.

This description was prepared for the Indiana Department of Transportation by George W. Charles II, Indiana Professional Surveyor, License Number LS0800117, on the *31st* day of *August*, 2018.



G. W. Charles II

George W. Charles II
Professional Surveyor
Reg. No. LS0800117
State of Indiana

LICENSE AGREEMENT

This License Agreement is hereby made and entered into this 29th day of November, 20 18, by and between Crane Partners, LLC, (hereinafter "Licensor") and the City of Bloomington, Indiana (hereinafter "Licensee").

WHEREAS

1. Licensor is the fee simple owner of certain real property located at 275 E. Winslow Road, Bloomington, Indiana; and
2. Licensee desires to use a portion of Licensor's property at this location, which portion is describe in Exhibit A (at points designated 617, 620, 621, and 622) and depicted on Exhibit B, for the continued placement and maintenance of a traffic signal controller cabinet on concrete pad with associated equipment (hereinafter "cabinet") owned by Licensee and located on Licensor's property; and
3. Exhibit A and Exhibit B are attached hereto and incorporated herein.
4. Licensor has agreed to grant license to Licensee to occupy and use said property on the following terms and conditions agreed to between the parties hereto.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Licensor hereby grants license to the Licensee for the continued occupancy of a portion of the property located at 275 E. Winslow Road (hereinafter "License Area") by Licensee's cabinet, in accordance with Exhibits A and B.
2. Licensor also grants Licensee the right, privilege and license to use the License Area to locate, operate, inspect, improve, maintain and repair Licensee's cabinet.
3. Licensor retains the right to use the License Area in any manner not inconsistent with the rights herein granted to Licensee provided, however, that the Licensor shall not disturb the cabinet without prior approval by Licensee.
4. Licensor's sign may remain in its current location on the property and shall not be interfered with or moved during Licensee's current improvement project at the property.
5. Licensee shall not allow any improvements or alterations to the License Area whatsoever, except those specifically approved by Licensor in advance and in writing.
6. Licensee expressly agrees that it does not and shall not at any time claim any interest or estate of any kind in the License Area by virtue of the rights granted under this License Agreement or by its occupancy or use under this Agreement.

7. Licensee shall indemnify and hold harmless Licensor from and against any and all liability, claim, cost, damages or expense for any loss of or damage to property and for injuries to persons arising or resulting directly or indirectly from the use of the License Area by the Licensee.
8. This License Agreement shall terminate upon Licensee's removal of its cabinet from the License Area or upon written notice from Licensor to Licensee to remove its cabinet from the License Area.
9. Upon termination of this License Agreement, Licensee shall, within a reasonable time and at Licensee's sole cost and expense, remove all cabinet equipment, accessories, and materials owned by Licensee from the License Area and hand over vacant and peaceful possession of the License Area to Licensor.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

CRANE PARTNERS, LLC

By: David H. Kamen
David H. Kamen, Member

CITY OF BLOOMINGTON

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

By: _____
Beth H. Hollingsworth, Vice President
Board of Public Works

By: _____
Dana Palazzo, Secretary
Board of Public Works

By: _____
Philippa M. Guthrie,
Corporation Counsel



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: December 11, 2018

Department of Public Works (DPW) receives citizen requests for additional street lighting throughout the City of Bloomington's corporate boundaries. Staff has determined that additional street lights are warranted to effectively illuminate the public right-of-way.

The City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. These lights will be leased through Duke Energy with the City paying for the ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. All of the installation and monthly costs for street lights will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

1. Location: 338 S. Washington Street in the alleyway behind Middle Way House
Fixture: Two (2) 130W LED Bronze flood fixture mounted on an existing wooden pole
Option A: \$1,800.36
Estimated Monthly Charge: \$7.15
 2. Location: S. Davisson Street between W. Howe Street and W. 3rd Street
Fixture: Three (3) 70W LED Grey roadway fixtures mounted on an existing wooden poles
Option A: \$1,939.50
Estimated Monthly Charge: \$7.49
 3. Location: NW and SE Corners of S. Sunflower Drive & W. Petal Court
Fixture: Two (2) 70W LED Black pedestrian scale fixtures mounted on black fiberglass poles
Option A: \$4,399.70
Estimated Monthly Charge: \$6.49
-

Recommendation: Approve Outdoor Lighting Service Agreement by *Christina Smith*

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000012324		11/5/2018
	Agreement Coverage			Agreement Number		Current Date
39103921	26708473	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name				This Agreement has an Initial Term selected by Customer.		
Customer Name	CITY OF BLOOMINGTON MISC: LIGHTS			The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.		
Service Location or Subdivision						
Service Address	338 WASHINGTON ST S					
Service Address						
Service City, State, Zip code	BLOOMINGTON	IN				
Mailing Name	CITY OF BLOOMINGTON MISC: LIGHTS			Notes:		
Mailing Business Name						
Mailing Address						
Mailing Address						
Mailing City, State, Zip code						

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 2/3/2019 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,800.36	\$3.22	\$3.93	2	\$7.15	\$3.58	\$3.58
Option B - 1 Year Agreement Initial Term	\$156.90	\$3.22	\$3.93	2	\$164.05	\$82.02	\$3.58
Option C - 3 Year Agreement Initial Term	\$53.75	\$3.22	\$3.93	2	\$60.91	\$30.45	\$3.58
Option D - 5 Year Agreement Initial Term	\$36.47	\$3.22	\$3.93	2	\$43.62	\$21.81	\$3.58
Option E - 7 Year Agreement Initial Term	\$29.25	\$3.22	\$3.93	2	\$36.41	\$18.20	\$3.58
Option F - 10 Year Agreement Initial Term	\$24.03	\$3.22	\$3.93	2	\$31.18	\$15.59	\$3.58

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

Duke Energy Representative	AND	Customer / Representative
Signature <u>Craig Barker</u>		Signature _____
Printed Name <u>Craig Barker</u>		Printed Name _____
Date <u>11/5/2018</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Flood LED 130W Bronze Trunion/Yoke Mount for Wood Pole	14,715	130	0.1300	520	\$1.61	\$1.97	2	\$7.15
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	
								7.15	

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date 1/1/2016 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE			
Impact Watts = the energy used by the lamp watts plus ballast watts.			
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.		
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.		

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<p><i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p>	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000011388		11/5/2018
	Agreement Coverage			Agreement Number		Current Date
69103921	26709231	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON MISC: LIGHTS W HOWE & 3RD ST W	
Service Location or Subdivision		The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	307 DAVISSON ST S	
Service Address		
Service City, State, Zip code	BLOOMINGTON IN	
Mailing Name	CITY OF BLOOMINGTON MISC: LIGHTS W HOWE & 3RD ST W	Notes:
Mailing Business Name		
Mailing Address		
Mailing Address		
Mailing City, State, Zip code		

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 2/3/2019 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,939.50	\$4.31	\$3.18	3	\$7.49	\$2.50	\$2.50
Option B - 1 Year Agreement Initial Term	\$169.02	\$4.31	\$3.18	3	\$176.51	\$58.84	\$2.50
Option C - 3 Year Agreement Initial Term	\$57.91	\$4.31	\$3.18	3	\$65.40	\$21.80	\$2.50
Option D - 5 Year Agreement Initial Term	\$39.29	\$4.31	\$3.18	3	\$46.78	\$15.59	\$2.50
Option E - 7 Year Agreement Initial Term	\$31.51	\$4.31	\$3.18	3	\$39.00	\$13.00	\$2.50
Option F - 10 Year Agreement Initial Term	\$25.88	\$4.31	\$3.18	3	\$33.37	\$11.12	\$2.50

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>		Signature _____
Printed Name	<u>Craig Barker</u>		Printed Name _____
Date	<u>11/5/2018</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Light Fixture Roadway LED 70W Gray (RAL7038) Type III 120V	6,261	70	0.0700	280	\$1.44	\$1.06	3	\$7.49
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		7.49

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date 1/1/2016 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
4	Existing Pole	1
5	Existing Pole	1
6	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<p><i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p>	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

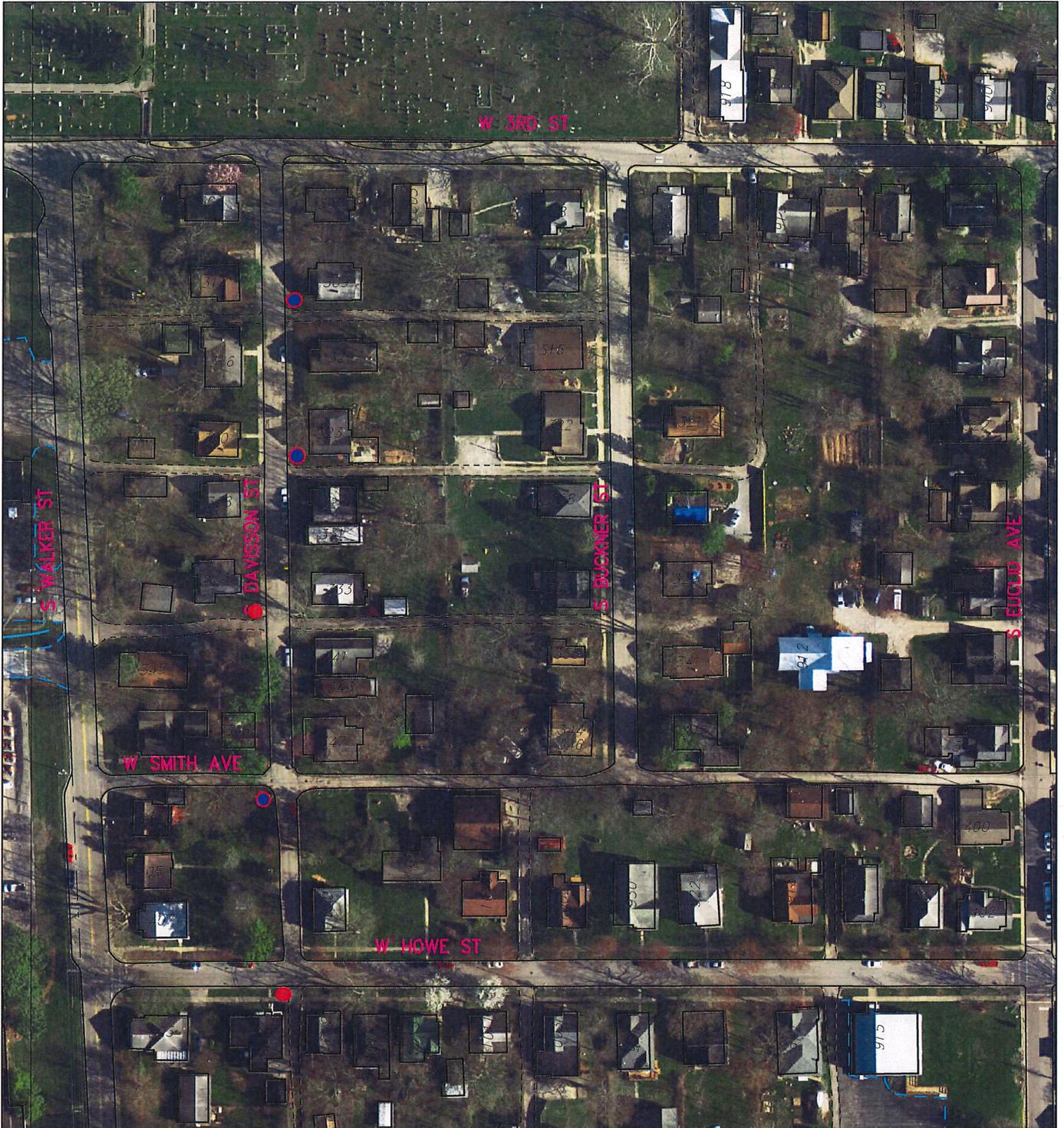
SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

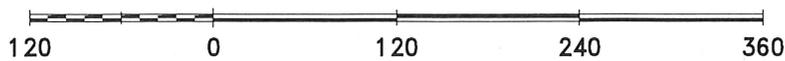
- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



S. Davisson St between W. Howe St and W. 3rd St

- Existing Street Light Locations
- Proposed LED Roadway Light Fixture Mounted on Existing Wooden Poles

By: smithc
1 Dec 17



City of Bloomington
Public Works



Scale: 1" = 120'

For reference only; map information NOT warranted.

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000011386		11/7/2018
	Agreement Coverage			Agreement Number		Current Date
55403921	26709060	75110	\$450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer. The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Customer Name	CITY OF BLOOMINGTON MISC: LIGHTS	
Service Location or Subdivision		
Service Address	2580 SUNFLOWER DR S	
Service Address		Notes:
Service City, State, Zip code	BLOOMINGTON IN	
Mailing Name	CITY OF BLOOMINGTON MISC: LIGHTS	
Mailing Business Name		
Mailing Address		
Mailing Address		
Mailing City, State, Zip code		

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 2/5/2019 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$4,399.70	\$4.98	\$1.51	2	\$6.49	\$3.25	\$3.25
Option B - 1 Year Agreement Initial Term	\$383.42	\$4.98	\$1.51	2	\$389.92	\$194.96	\$3.25
Option C - 3 Year Agreement Initial Term	\$131.36	\$4.98	\$1.51	2	\$137.86	\$68.93	\$3.25
Option D - 5 Year Agreement Initial Term	\$89.13	\$4.98	\$1.51	2	\$95.62	\$47.81	\$3.25
Option E - 7 Year Agreement Initial Term	\$71.49	\$4.98	\$1.51	2	\$77.98	\$38.99	\$3.25
Option F - 10 Year Agreement Initial Term	\$58.71	\$4.98	\$1.51	2	\$65.21	\$32.60	\$3.25

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) A DECLINE

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature	<u>Craig Barker</u>		Signature _____
Printed Name	<u>Craig Barker</u>		Printed Name _____
Date	<u>11/7/2018</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

- 1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.
- 1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.
- 1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Light Fixture Traditional LED 50W Black (RAL9017) Type III 120V	3,303	50	0.0500	200	\$2.49	\$0.76	2	\$6.49
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST		6.49

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date 1/1/2016 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE	
Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Light Pole Style A Direct Buried Aluminum 15 foot long Black(RAL9017) 3in diameter tenon	2

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

<p><i>Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.</i></p>	
Customer's Signature _____	Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
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 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
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- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
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SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.

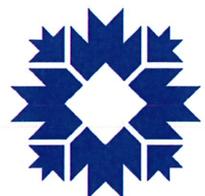


Intersection of S. Sunflower Dr & W Petal Ct
 2—Proposed Locations for Traditionaire Street Lights
 ● NW & SE Corners of the Intersection

By: smithc
 30 Nov 17



City of Bloomington
 Public Works



Scale: 1" = 100'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Rally for Life

Petitioner/Representative: Christian Citizens for Life

Staff Representative: Christina Smith

Meeting Date: December 11, 2018

Event Date: Sunday, January 20, 2019

Dale Seifker from Christian Citizens for Life (CCFL) organization wishes to hold a Rally for Life Event on the Courthouse Lawn on Sunday, January 20st from 1:00 p.m. – 4:00 p.m. and utilize amplified sound.

Staff supports the noise permit request.



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Rally for Life		
Location of Event:	Courthouse Lawn		
Date of Event:	01-20-19	Time of Event:	Start: 1:00 pm
Calendar Day of Week:	Sunday		End: 4:00 pm
Description of Event:	There will be a couple of speakers giving a prolife message.		
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Dale Siefker		
Organization:	Christian Citizens For Life (CCFL)	Title:	N/A
Physical Address:	8028 W. St. Rd. 48, Bloomington, In. 47404		
Email Address:	daleearl.siefker@gmail.com	Phone Number:	812 278 1017
Signature:		Date:	12-1-18

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

December 11, 2018

Date

Dana Palazzo, Secretary

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/7/2018	Payroll				403,487.04
					<u>403,487.04</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 **\$ 403,487.04**

Dated this 11th day of December year of 2018.

Kyla Cox Deckard President

Beth H. 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 _____



CITY OF BLOOMINGTON
parks and recreation

Date: December 6, 2018

To: Board of Public Works
City of Bloomington

From: Paula McDevitt
Director
Bloomington Parks and Recreation

Re: Buskirk Chumley Theater Management Partnership Agreement Approval

The Buskirk Chumley Theater is owned by the City of Bloomington and has been successfully administered and maintained through a cooperative partnership agreement between the City of Bloomington Parks and Recreation department and Buskirk-Chumley Theater Management, Inc. (BCTM) since 2001.

The current agreement will expire December 31, 2018. In 2019, the City shall provide \$55,000 in operational fund support to BCTM through an appropriation from the Council office. The Public Works department and Board of Public Works shall administer those funds.

New in 2019 is funding in the Parks Operations Division General Fund budget of Eighteen Thousand Two Hundred Dollars (\$18,200) for replacement carpet at the BCT.

In addition, the Redevelopment Commission shall provide up to \$74,000 from the Consolidated TIF (Tax Increment Funding) account for eligible and permitted rehabilitation and repair expenses at the theater. The Parks and Recreation department shall administer those funds.

We are requesting Board of Public Works approval of the 2019 partnership agreement.

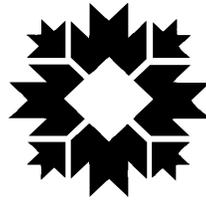
Respectfully,

A handwritten signature in cursive script that reads "Paula McDevitt".

Paula McDevitt
Director
Parks and Recreation

BAAC Accounting Statement for BCT as of 5/21/99	
--------------------------------------------------------	--

Theatrical Equipment	\$126,604
Theatrical Lighting Equipment	\$45,000
Sound System Equipment	\$4,800
Historic Light Fixture Restoration	\$17,100
TOTAL BAAC PURCHASED	\$193,504



CITY OF BLOOMINGTON
parks and recreation

PARTNERSHIP AGREEMENT

This Agreement, made and entered into this 11th day of December, 2018 by and between the **City of Bloomington, Indiana (“City”)** by its Mayor, Board of Park Commissioners (“Parks Board”), and Redevelopment Commission (“Commission”) and **BCT Management, Inc.**, an Indiana non-profit corporation (“BCTM”),

WITNESSETH:

WHEREAS, the Buskirk-Chumley Theater (“BCT”) is a performing arts facility in downtown Bloomington, Monroe County, Indiana, that is owned by the Parks Board; and,

WHEREAS, BCTM has managed the BCT since 2001 pursuant to an agreement with the City, and the City wishes to enter into this Partnership Agreement (“Agreement”) with BCTM to manage and operate the BCT; and,

WHEREAS, BCTM is an Indiana non-profit corporation which has the capacity and commitment to manage the BCT as an accessible and affordable community resource; and,

WHEREAS, the previous Management Agreement between the City and BCTM is set to expire on December 31, 2018; and,

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2019 through December 31, 2019, with the intent to continue the parties’ successful relationship into the future; and

WHEREAS, the City may from time to time develop partnerships with non-City organizations in order to promote such entertainment services; and,

WHEREAS, it is in the public interest that such partnership continue;

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions in this Agreement, the City and BCTM agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to outline a program partnership, which will provide entertainment to the public at the BCT.

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2019 to December 31, 2019, unless early termination occurs as described in paragraph 6(j), below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Five Thousand Dollars (\$55,000.00) to support the operations at the BCT (“Operations Funding”). The Operations Funding shall be paid in four (4) quarterly payments of Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750.00).

The City through its Parks and Recreation Department shall, for the term of this Agreement, provide Eighteen Thousand Two Hundred Dollars (\$18,200.00) for carpet replacement at the BCT.

The Redevelopment Commission shall, for the term of this Agreement, provide up to Seventy-Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement. BCTM will submit to the City by November 1, 2019 a list of 2020 projects to be considered for potential 2020 Tax Increment Funding. The City and BCTM shall cooperate on selecting priorities for the Tax Increment Funding.

4. BCTM

The goal of BCTM is to provide a world-class entertainment schedule at the BCT for the Bloomington area community, including residents of Monroe County and surrounding counties and visitors. Except as provided in this Agreement, BCTM shall have the exclusive authority to operate and manage the BCT under this Agreement. BCTM agrees to:

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT’s role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer booking procedures and rental rates that give performers, renters, and other users a fair and reasonable opportunity to use the facility.
- ii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The

BCT premises may be used and occupied only for the uses described in this Agreement. BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.

b. Management Obligation: BCTM shall manage the BCT as follows:

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, Technical Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or sub-contractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all expenses related to the Alcoholic Beverages permit the City obtained for BCTM.
- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of any proposed change to the rates at least ten (10) business days prior to the effective date of the change.

- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to all performances.
- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.
- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

d. BCTM's Responsibility for Maintenance, Repair and Utilities

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, rest rooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible and liable for any injury or damage done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1.
- v. BCTM shall be responsible for the repair and maintenance of BCT equipment and furnishings listed in Exhibit B.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days notice in writing from the City, the City may undertake the repair or maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.
- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.
- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the

City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.

- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

e. Organizational Information: BCTM shall share financial information with City.

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). The financial reports shall include progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds. Said reports shall be delivered to the City not later than April 15, 2020.
- ii. BCTM shall provide an annual written report of BCT operations to the City, which shall be delivered to the City no later than April 15, 2019. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during 2018, income and expenses related to the BCT property for 2018, and updates on the preventative maintenance BCTM undertook in 2018.
- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.
- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a

copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.

- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15, 2019 and prior to May 30, 2019 for BCTM to present the 2018 annual report to the Administrator of the City's Parks and Recreation Department and to respond to questions. BCTM shall designate a voting member of its Board and send him/her to the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.
- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. The 2020 BCTM goals will be submitted to the City by July 1, 2019 following the City's format for annual goals.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31, 2019. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall have the responsibility to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets.
- ii. BCTM shall inform the City when it desires to dispose of Surplus property in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City's Financial Policies Manual (including the Controller and Corporation Counsel's review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

The goal of City is to provide entertainment and cultural opportunities to Bloomington area community, including residents of Monroe County and surrounding counties and visitors. City agrees to provide:

a. Programming and Premises:

- i. The City's one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM's use of the BCT and ability to manage and promote events at the BCT.
- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit A, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. Specific dates for three (3) uses include: Martin Luther King

Celebration on January 21, 2019, State of the City on February 21, 2019 and Be More Awards on March 26, 2019. Two (2) additional dates for other City events will be mutually agreed upon by the City and BCTM. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

b. Payments:

- i. The City shall provide Fifty Five Thousand Dollars (\$55,000.00) as Operations Funding for the BCTM.
- ii. The Redevelopment Commission shall provide up to Seventy Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement.

6. TERMS MUTUALLY AGREED TO BY ALL PARTNERS TO THIS AGREEMENT

a. ASSIGNMENT AND LEASING:

- i. BCTM may not assign this Agreement or its obligations under this Agreement.
- ii. Upon the termination of this Agreement, whether such termination shall occur by expiration of the term or in any other manner whatsoever, BCTM agrees to surrender immediate possession of the BCT Premises in the same condition of cleanliness, repair, and sightliness as of the first day of possession under its first Management Agreement, and agrees to clean the BCT Premises thoroughly or, if BCTM should fail to clean the premises thoroughly, to pay the City for the cleaning necessary to restore the premises to such condition, loss by fire or by the elements and reasonable wear and tear excepted. If BCTM shall remain in possession of all or any part of the BCT Premises after expiration of the term of this Agreement, with the consent of the City, then this Agreement shall continue in effect from month-to-month until terminated in writing by either party.
- iii. BCTM shall have the right to lease or subcontract for management of the western portion of the storefront retail space on Kirkwood Avenue, as provided in this Agreement. Such lease or subcontract shall be subject to the prior consent of the City, but such consent shall not be unreasonably withheld. BCTM acknowledges that a lease of the western portions of the storefront retail space is subject to statutory requirements regarding leasing of municipally-owned property, and includes a duty to get reimbursed for any property taxes

associated with such a lease or subcontract, and the terms of and method of procuring any such lease or subcontract must be approved by the Mayor or his designee. Any and all revenues received by BCTM from the management or rental of the western portion of the storefront retail space shall be applied to offset associated costs of management and maintenance of the BCT.

If BCTM and the City's contractual relationship is terminated for any reason during the term of the storefront retail lease or subcontract, the City will honor the remaining term of the storefront retail lease or subcontract. A copy of the storefront retail lease or subcontract shall be provided to the City.

- iv. The City expressly retains the right to lease or contract separately for management of the eastern portion of the retail space along Kirkwood Avenue, but does not anticipate that will happen as long as the existing partnership with Downtown Business Inc., the Monroe County Convention and Visitor's Bureau and BCTM continues.

b. INDEMNIFICATION AND RELEASE

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
 - ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross negligence of its agents and employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.
- c. Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred

eighty (180) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.

- d. E-VERIFY:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. Firearms Policy:** Pursuant to Indiana Code §§ 35-47-11.1-2 and -3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All

policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days notice in writing of any intended cancellation.

In addition, BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance with an insurance agency approved by the City. BCTM's liquor liability insurance shall name the City as an additional insured. BCTM shall maintain liquor liability insurance with limits no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Additionally, BCTM's liquor liability insurance policy shall require that the City be provided at least thirty (30) days notice in writing of any intended cancellation. BCTM shall provide the City with insurance certificates evidencing the required liquor liability coverage.

- i. **Notice:** Notice regarding any significant concerns and/or breaches of this Agreement shall be given to contacts as follows:

City of Bloomington Legal Department
P.O. Box 100
401 N. Morton Street, Suite 220
Bloomington, IN 47404

Any notice given to BCTM under this Agreement shall be addressed to:
BCT Management, Inc.
Buskirk-Chumley Theater
114 E Kirkwood Ave
Bloomington, Indiana 47408

All notices under this Agreement shall be in writing and shall be delivered personally or sent by Certified Mail, Return Receipt Requested to the above-described addresses, provided that each party by like notice may designate any further or different address to which subsequent notices may be sent.

- j. **Termination:** Either party may terminate this Agreement upon giving written notice of the intention to do so six (6) months prior to the intended date of termination.

If BCTM and the City's contractual relationship is terminated for any reason during the term of a rental agreement that BCTM has with a third-party for use of the Theater, the City will honor the remaining term of the rental agreement. A copy of any third-party rental agreement shall be provided to the City.

- k. **Default:**

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.

ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement.

l. Successors: The provisions, covenants and conditions of this Agreement shall bind and inure to the benefit of the legal representatives, successors and permitted assigns of the parties.

m. Choice of Law and Venue: This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. The venue for any legal proceeding instituted under this Agreement shall be Monroe County, Indiana.

IN WITNESS WHEREOF, the parties have signed this Agreement on the date first set forth.

City of Bloomington, Indiana

BCT Management, Inc.

By: _____
Paula McDevitt, Director

By: _____
Ron Walker, President

By: _____
Philippa M. Guthrie, Corporation Counsel

Redevelopment Commission

Board of Park Commissioners

By: _____
Donald Griffin, President

By: _____
Kathleen Mills, President

Board of Public Works

By: _____
Kyla Cox Deckard, President

Exhibit A

1. BCT Management, Inc. (BCTM) shall be responsible for:
 - Repair and maintenance building interior – walls, floors, floor coverings, ceilings, toilets, sinks, toilet paper dispensers, paper towel dispenses, soap dispensers, water fountains, lighting fixtures, railings, interior doors, interior door glass
 - Repair and maintenance of all stage equipment and soft goods
 - Repair and maintenance of theater seats, free-standing chairs, tables, desks, counters, and other furniture
 - Repair and maintenance of the Theater’s mechanical systems– electrical, plumbing, and HVAC (including annual service contract for HVAC system)
 - Repair and maintenance of the Theater’s fire alarm and sprinkler system, (including annual service contract for the alarm system) and fire extinguishers
 - Repair, maintenance, replacement and purchase of BCTM – owned office equipment and furniture necessary for BCTM business operation, not directly related to BCT’s operation as a Theater, and not intended for City ownership
 - Repair and maintenance of the western portion of the storefront retail space, including the mechanical systems (electrical, plumbing, and HVAC) associated with that space.
 - An annual report on such repair and maintenance as well as preventative maintenance

2. The City of Bloomington shall be responsible for:
 - Repairs and maintenance of the Theater’s exterior structure, including doors, door locks, windows and window locks (where applicable)
 - Repairs and maintenance of the Marquee
 - Replacement of mechanical systems (electrical, plumbing, and HVAC)
 - Replacement of fire alarm and sprinkler systems
 - Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

Exhibit B

BCT Equipment and Facility Item List as of October 1, 2018.

Exhibit D

BCTM Firearms Policy

BCTM does not standardly restrict firearms and other weapons from the Buskirk-Chumley Theater. However, any presenter partner and/or a performing artist may request that firearms and other weapons be prohibited from the venue, provided the presenter partner and/or performing artist is willing to compensate BCTM for the cost of hiring security to enforce the prohibition.



Board of Public Works Staff Report

Project/Event: Request approval of Memorandum of Understanding for construction at 427 E Kirkwood Ave

Staff Representative: Sara Gomez

Petitioner/Representative: Gilliatte General Contractors/ Jacob Gilliatte

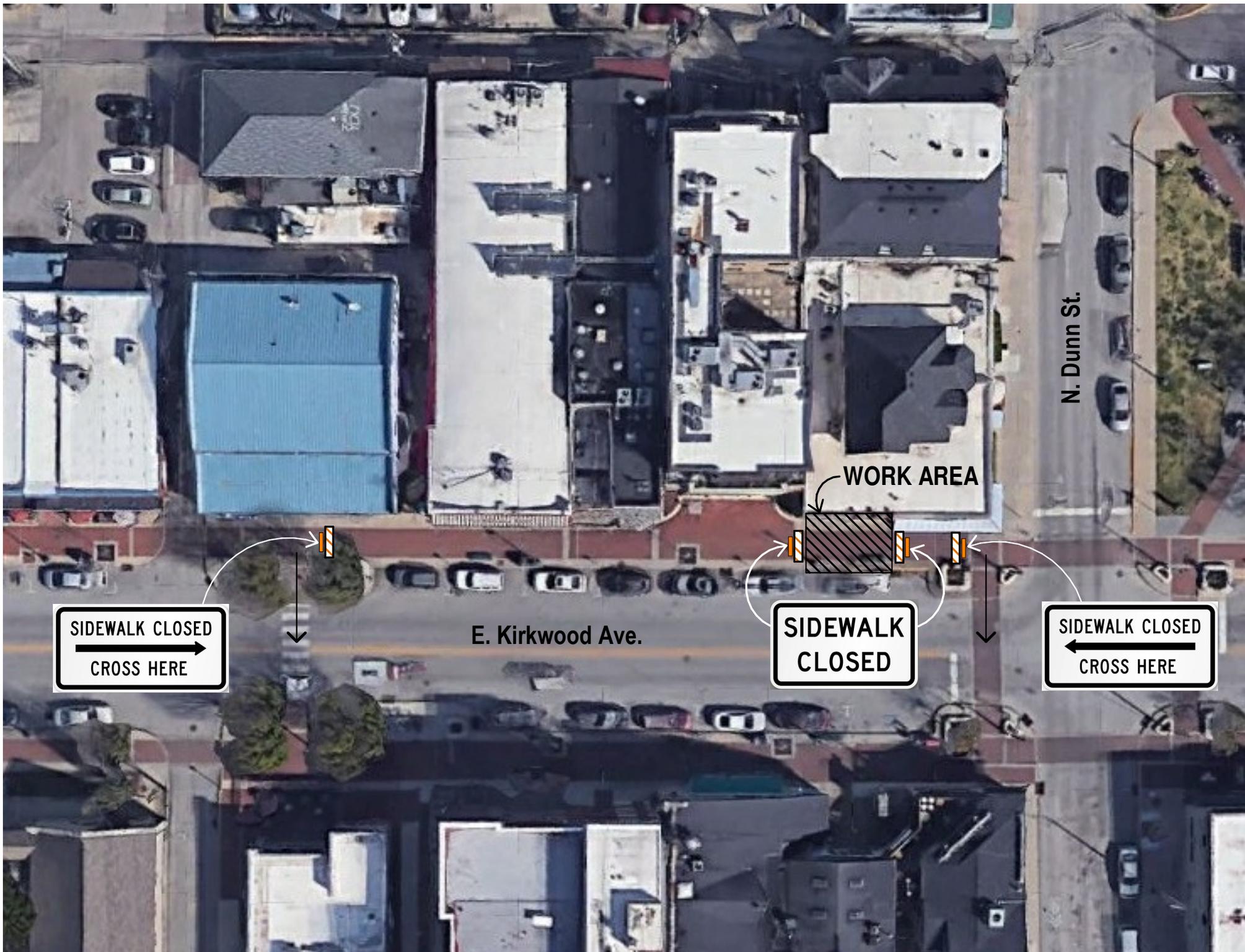
Date: 12/11/2018

Report: Gilliatte General Contractors is requesting a sidewalk closure, 2 metered parking spaces and a Loading Zone at 427 E Kirkwood Ave. between N Grant St and N Dunn St. The request is to facilitate the installation of a grease interceptor as required by City of Bloomington Utilities for the new Goodfellas Pizzeria Restaurant. The sidewalk closure would be between the hours of 6am-6pm beginning January 2nd 2019 and ending January 14th, 2019.

The City is requiring the builder to sign a memorandum of understanding (MOU) which will detail the use of the right-of-way and the metered parking spaces. The MOU includes hold harmless language to indemnify the City during construction. There will be detours in place to allow for normal pedestrian traffic during construction.

Recommendation and Supporting Justification: The use of the right-of-way is typical for downtown construction projects. Staff recommends approval of the MOU for use of right-of-way.

Recommend **Approval** **Denial by** Sara Gomez



N. Dunn St.

WORK AREA

E. Kirkwood Ave.

SIDEWALK CLOSED
→
CROSS HERE

SIDEWALK
CLOSED

SIDEWALK CLOSED
←
CROSS HERE

December 4, 2018

To: The Board of Public Works:

**RE: Goodfellas Pizzeria
Bloomington, IN**

Please accept this letter as a request to install a grease interceptor in the sidewalk directly in front of 427 E. Kirkwood (see attached drawing C-1). We plan to do this work from January 2 through January 14, 2019. We will need to close the sidewalk from Dunn Street to the pedestrian cross walk to the west (see attached) from 6:00am until 6:00pm in which we will open the sidewalk to pedestrian traffic in the evenings. The sidewalk will be open whenever possible and there will be at least 4' accessible to be open (per PROWAG requirements), 5' if at all possible. During the evenings when we open the sidewalk, we will have the area of the grease interceptor protected with 5' high construction fence. We will need to utilize (2) parking spots and the unloading zone directly in front of the location of the grease interceptor for construction equipment.

We request to be included in the Board Meeting scheduled for December 11, 2018 seeking approval for this work. We have sent drawing C-1, a Google Earth photo showing the sidewalk closed locations and the Notice of Construction Activities to the adjacent property owners via certified mail (see attached).

Sincerely,

GILLIATTE GENERAL CONTRACTORS, INC.



Jacob Gilliatte
Project Manager

JG/dmw

Attachment

**NOTICE OF
CONSTRUCTION ACTIVITIES**

PROJECT: GOODFELLAS PIZZERIA

ADDRESS: 427 E. KIRKWOOD

PROJECT SCHEDULE: January 2, 2019 – January 14, 2019

WORK WITHIN PUBLIC RIGHTS-OF-WAY: 427 E. Kirkwood

SEE ATTACHED DRAWING AND SIDEWALK CLOSED PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: DECEMBER 11, 2018 @ 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

Jacob Gilliatte

Email – jacob@gilliatte.com

Phone: 317-638-3355

DEVELOPER/OWNER:

Tim Ellis

Email – tim@timellisrealtors.com

Phone: 812-322-3514

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1. Article Addressed to:

Athena Hrisomalos
228 S. Hillisdale Court
Bloomington, IN 47401



9590 9402 2331 6225 4793 92

2. Article Number (Transfer from service label)

7017 1000 0000 3863 7267

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D. Is if

2222 9988 0000 0000 0000 0000 2102

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- Adult Signature Required \$0.00
- Adult Signature Restricted Delivery \$0.00

Postage \$0.50

Total Postage and Fees \$3.70

Sent To

Athena Hrisomalos
228 S. Hillisdale Court
Bloomington, IN 47408

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12/04/2018

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1. Article Addressed to:

Tony Moravec
1600W. Brian Dr.
Columbus, IN 47201



9590 9402 2331 6225 4793 85

2. Article Number (Transfer from service label)

7017 1000 0000 3863 7274

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- Adult Signature Restricted Delivery \$0.00

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Tony Moravec
1600W. Brian Dr.
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City, State, Zip
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1. Article Addressed to:

Tddm, LLC
437 S. College Ave.
Bloomington, IN 47404



9590 9402 2331 6225 4799 34

2. Article Number (transfer from service label)

7016 0910 0000 9535 3683

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1. Article Addressed to:

Stardust Development, LLC
c/o David Ferguson
403 E. 6th Street
Bloomington, IN 47408



7016 0910 0000 9535 3676

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 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.50

12/04/2018

Total Postage and Fees \$6.70

Sent To Tddm, LLC

437 S. College Ave.

Street and City, State

Bloomington, IN 47403

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 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.50

12/04/2018

Total Postage and Fees \$6.70

Sent To Stardust Development, LLC

c/o David Ferguson

Street and City, State

403 E. 6th Street
Bloomington, IN 47408

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1. Article Addressed to:

Bob & Kari Costello
 3415 E. Olcott Blvd.
 Bloomington, INB 47401



9590 9402 2331 6225 4666 44

2. Article Number (transfer from service label)

7016 0910 0000 9535 3652
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1. Article Addressed to:

Often Property, LLC
 809 S. Stull Ave.
 Bloomington, IN 47401



7016 0910 0000 9535 3669

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- D. Is delivery attempted? If YES, enter

3. Service Type
- Adult Signature Required
 - Adult Signature Restricted
 - Certified Mail®
 - Certified Mail Restricted
 - Collect on Delivery
 - Insured Mail
 - Mail Restrict

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 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postmark Here

Postage \$0.50

Total Postage and Fees \$6.70

Sent To Bob & Kari Costello
 3415 E. Olcott Blvd.
 Street and Apt. No. Bloomington, INB 47401

City, State, ZIP+4

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 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

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Postage \$0.50

Total Postage and Fees \$6.70

Sent To Often Property, LLC
 809 S. Stull Ave.
 Street and Apt. No. Bloomington, IN 47401

City, State, ZIP+4

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1. Article Addressed to:

Van Hoy Properties, LLC
 c/o Monroe Bank
 2801 E. Buick Cadillac Blvd.
 Bloomington, IN 47401



9590 9402 2331 6225 4793 78

2. Article Number (Transfer from service label)
 7016 0910 0000 9535 3713

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1. Article Addressed to:

James & Miriam Gordon
 3340W. Carr Hill Road
 Columbus, IN 47201



9590 9402 2331 6225 4793 61

2. Article Number (Transfer from service label)
 7016 0910 0000 9535 3690

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 Adult Signature Rtr
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Postage \$0.50

Total Postage and Fees \$6.70

Sent To Van Hoy Properties, LLC
 c/o Monroe Bank
 Street and 2801 E. Buick Cadillac Blvd.
 City, State Bloomington, IN 47401

Postmark Here 0017 28

12/04/2018

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B. Received by

D. Is delivery at if YES, enter d

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 Adult Signature Rtr
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 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.50

Total Postage and Fees \$6.70

Sent To James & Miriam Gordon
 Street and 3340W. Carr Hill Road
 City, State Columbus, IN 47201

Postmark Here 0017 28

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PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Domestic Return Receipt

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Gilliatte General Contractors, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Gilliatte General Contractors, Inc., outlines the binding conditions placed upon and agreed to by Gilliatte General Contractors, Inc., in exchange for use by Gilliatte General Contractors, Inc., its agents and subcontractors, of certain public right of way during the installation of the Goodfellas Pizzeria grease interceptor in the area south, as depicted in Exhibit A, at 427 E Kirkwood Ave in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from **JANUARY 2, 2019**, through **JANUARY 14, 2019**, inclusive.
2. **PLANNING AND TRANSPORTATION SHALL ALLOW GILLIATTE GENERAL CONTRACTORS, INC., TO BLOCK AND RESTRICT FROM GENERAL PUBLIC USAGE TWO (2) METERED PARKING SPACES AND THE LOADING ZONE ON THE SOUTH SIDE OF THE CONSTRUCTION SITE (ALONG KIRKWOOD AVE) BEGINNING JANUARY 2, 2019 UNTIL JANUARY 14, 2019, INCLUSIVE.**
3. Planning and Transportation shall allow Gilliatte General Contractors, Inc., to block and restrict from general public usage the Construction Site as depicted in Exhibit “A” **FROM JANUARY 2, 2019 UNTIL JANUARY 14, 2019, INCLUSIVE.**
4. Gilliatte General Contractors, Inc., shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
5. Gilliatte General Contractors, Inc., 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, Gilliatte General Contractors, Inc., 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.

6. Gilliatte General Contractors, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Gilliatte General Contractors, Inc..
7. Gilliatte General Contractors, Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as practicably possible. Gilliatte General Contractors, Inc., shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Gilliatte General Contractors, Inc., their employees, agents, contractors and subcontractors.
8. Gilliatte General Contractors, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
9. 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.
10. 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.
11. 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.
12. Gilliatte General Contractors, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Gilliatte General Contractors, Inc.'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
13. Gilliatte General Contractors, Inc., shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the

metered parking spaces along the north side of E Kirkwood Ave and directly adjacent to the Construction Site as depicted in Exhibits "A". Exhibit A is attached hereto and incorporated herein. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Gilliatte General Contractors, Inc.'s replacement of the meter posts.

14. Gilliatte General Contractors, Inc., shall pay for any and all meter fees associated with the closure of the 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, Inc., has requested **THE USE OF TWO (2) SPACES FROM JANUARY 2, 2019 UNTIL JANUARY 14, 2019, INCLUSIVE** for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are **FOUR HUNDRED AND FIFTY Dollars and Zero Cents (\$450.00)**. Gilliatte General Contractors, Inc., shall incur meter fees **ONE HUNDRED FIFTY SIX Dollars and Zero Cents (\$156.00)** per day for each working day after **JANUARY 14, 2019**, that Gilliatte General Contractors, Inc., continues to use public right of way.
15. Prior to beginning work, Gilliatte General Contractors, Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
16. Gilliatte General Contractors, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
17. Thomas J. Ritman, President of Gilliatte General Contractors, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

Gilliatte General Contractors

By: _____

By: _____

Kyla Cox Deckard, President
Board of Public Works

Thomas J. Ritman, President

Date: _____

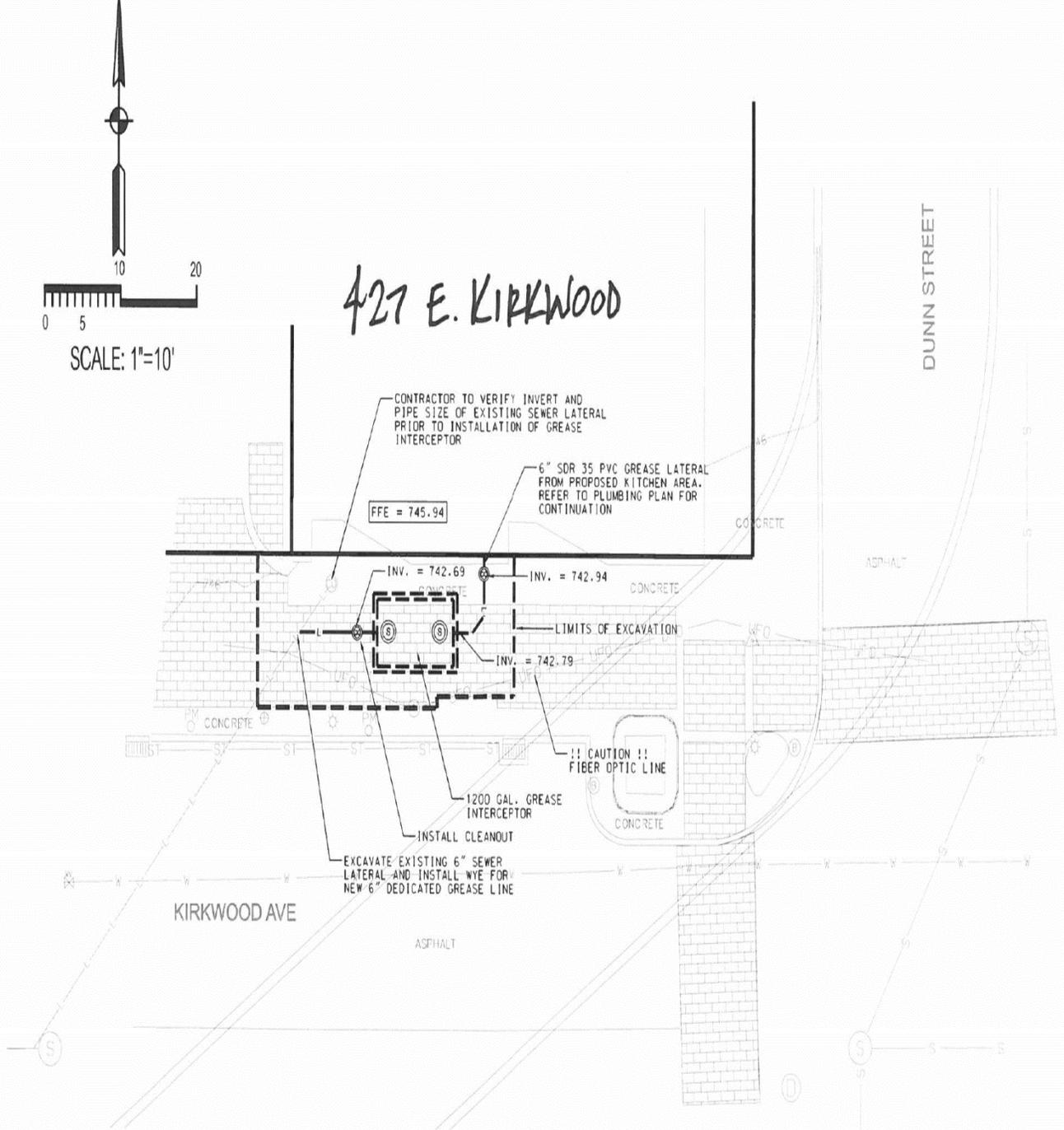
Date: _____

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

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



SHT. C-1



Board of Public Works Staff Report

Project/Event: The Foundry MOU Amendment Request.

Staff Representative: Dan Backler

Petitioner/Representative: Onyx + East, LLC

Date: December 11, 2018

Report: The Foundry is an on-going construction project located at 304 W. Kirkwood Avenue. Onyx + East (formerly Ineo, LLC), the general contractor on the project, had an MOU with the Board of Public Works dated October 26, 2015 which outlined the right-of-way use, including meter fees, and expired on August 26, 2016.

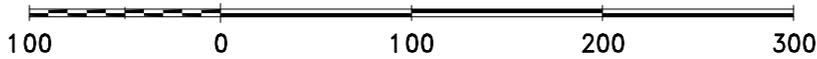
Onyx + East has requested an amendment to the MOU, which would extend it through June 30, 2019. The request would be for the same right-of-way use as the original MOU. Past due meter fees will be paid immediately upon Board approval of the amendment to the MOU. Once meter fees are calculated for the time period covered in the amendment, those will be paid as well.

Recommendation: Staff recommends approval of the amendment to the MOU with the expectation that the petitioner will request any further amendments well in advance of the current end date.

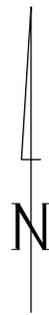
Recommend **Approval** **Denial** by Dan Backler



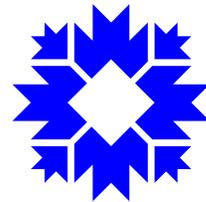
By: alexandr
30 Sep 15



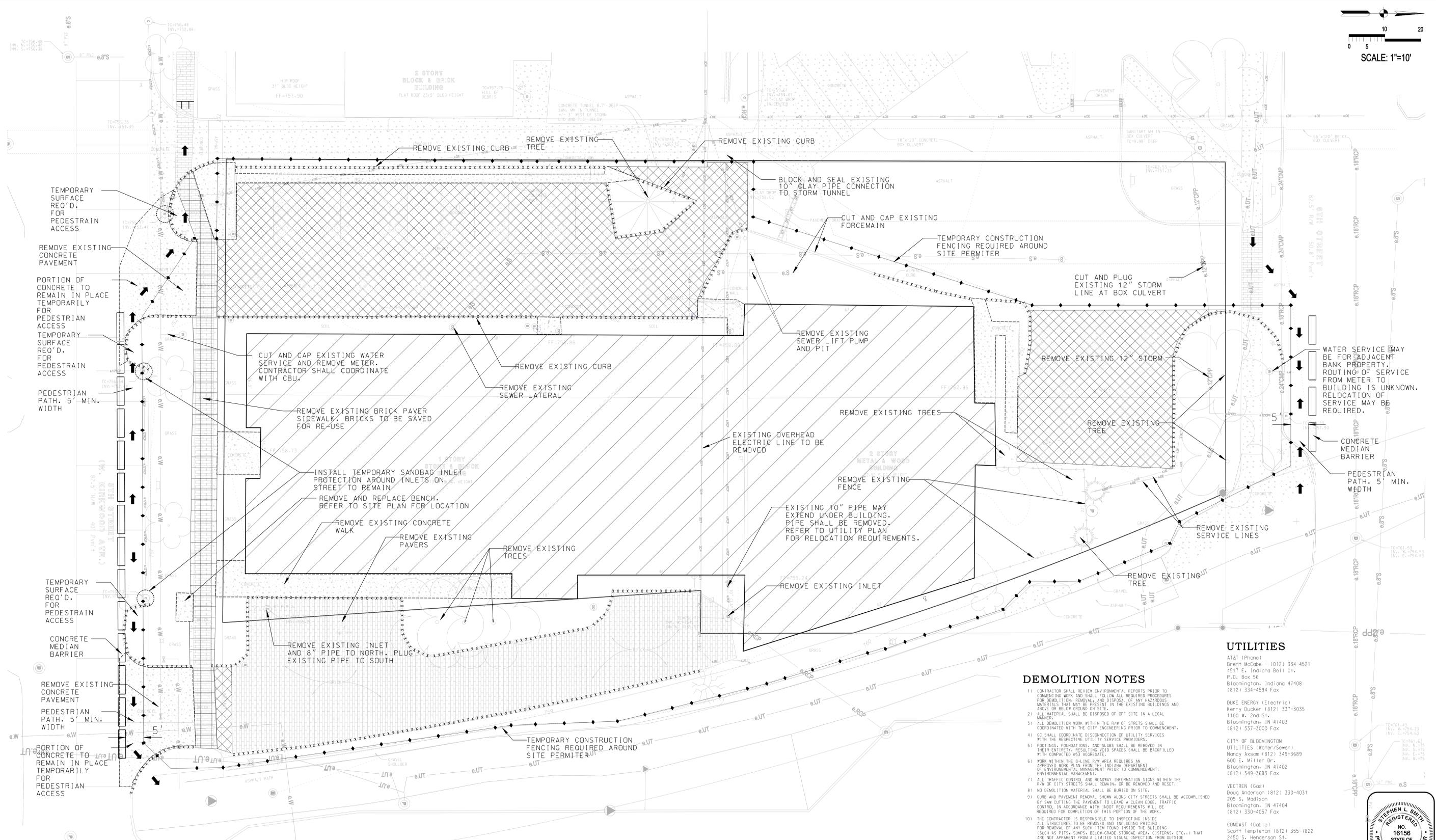
For reference only; map information NOT warranted.



City of Bloomington
Planning & Transportation



Scale: 1" = 100'



GRAPHICAL DEMOLITION LEGEND

-  CONCRETE REMOVAL
-  BUILDING REMOVAL
-  BRICK SIDEWALK REMOVAL
-  ASPHALT REMOVAL
-  CURB REMOVAL

DEMOLITION NOTES

- 1) CONTRACTOR SHALL REVIEW ENVIRONMENTAL REPORTS PRIOR TO COMMENCING WORK AND SHALL FOLLOW ALL REQUIRED PROCEDURES FOR DEMOLITION, REMOVAL AND DISPOSAL OF ANY HAZARDOUS MATERIALS THAT MAY BE PRESENT IN THE EXISTING BUILDINGS AND ABOVE OR BELOW GROUND ON SITE.
- 2) ALL MATERIAL SHALL BE DISPOSED OF OFF SITE IN A LEGAL MANNER.
- 3) ALL DEMOLITION WORK WITHIN THE R/W OF STREETS SHALL BE COORDINATED WITH THE CITY ENGINEERING PRIOR TO COMMENCEMENT.
- 4) CONTRACTOR SHALL COORDINATE DISCONNECTION OF UTILITY SERVICES WITH THE RESPECTIVE UTILITY SERVICE PROVIDERS.
- 5) FOOTINGS, FOUNDATIONS, AND SLABS SHALL BE REMOVED IN THEIR ENTIRETY. RESULTING VOID SPACES SHALL BE BACKFILLED WITH COMPACTED #53 AGGREGATE.
- 6) WORK WITHIN THE 8'-LINE R/W AREA REQUIRES AN APPROVED WORK PLAN FROM THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT PRIOR TO COMMENCEMENT.
- 7) ALL TRAFFIC CONTROL AND ROADWAY INFORMATION SIGNS WITHIN THE R/W OF CITY STREETS SHALL REMAIN OR BE REMOVED AND RESET.
- 8) NO DEMOLITION MATERIAL SHALL BE BURIED ON SITE.
- 9) CURB AND PAVEMENT REMOVAL SHOWN ALONG CITY STREETS SHALL BE ACCOMPLISHED BY SAW CUTTING THE PAVEMENT TO LEAVE A CLEAN EDGE, TRAFFIC CONTROL, IN ACCORDANCE WITH INDOT REQUIREMENTS WILL BE REQUIRED FOR COMPLETION OF THIS PORTION OF THE WORK.
- 10) THE CONTRACTOR IS RESPONSIBLE FOR INSPECTING INSIDE ALL STRUCTURES TO BE REMOVED AND INCLUDING PRICING FOR REMOVAL OF ANY SUCH ITEM FOUND INSIDE THE BUILDING (SUCH AS FITS, SIMPS, BELOW-GRADE STORAGE AREA, CISTERNS, ETC.) THAT ARE NOT APPARENT FROM A LIMITED VISUAL INSPECTION FROM OUTSIDE OF THE STRUCTURE.
- 11) THE CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF THE SITE AND INCLUSION OF DEMOLITION OR REMOVAL OF ALL EXISTING ITEMS FOR DEVELOPMENT OF THE SITE AS SHOWN ON THE PLANS REGARDLESS OF WHETHER A SPECIFIC ITEM IS NOTED ON THE DEMOLITION PLAN.
- 12) SOME WORK WITHIN THE 5TH STREET PAVEMENT MUST BE COMPLETED PRIOR TO INSTALLATION OF THE PEDESTRIAN DETOUR. REFER TO THE MAINTENANCE OF TRAFFIC PLAN.

UTILITIES

AT&T (Phone)
Brent McCabe - (812) 334-4521
4517 E. Indiana Bell Ct.
P.O. Box 56
Bloomington, Indiana 47408
(812) 334-4594 Fax

DUKE ENERGY (Electric)
Kerry Ducker (812) 337-3035
1100 W. 2nd St.
Bloomington, IN 47403
(812) 337-3000 Fax

CITY OF BLOOMINGTON
UTILITIES (Water/Sewer)
Nancy Axson (812) 349-3689
600 E. Miller Dr.
Bloomington, IN 47402
(812) 349-3683 Fax

VECTREN (Gas)
Doug Anderson (812) 330-4031
205 S. Madison
Bloomington, IN 47404
(812) 330-4057 Fax

COMCAST (Cable)
Scott Templeton (812) 355-7822
2450 S. Henderson St.
Bloomington, IN 47401
(812) 332-0129 Fax

Smith Brethob & Associates, Inc.
453 S. Clariaz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: http://smithbrethob.com

REGISTERED PROFESSIONAL ENGINEER
STEPHEN L. SMITH
NO. 16156
STATE OF INDIANA
ADINA
CERTIFICATION DATE
8/20/14

REVISIONS	BY	DATE
Add note regarding plugging of 12" pipe connection to storm tunnel per CBU.	SAB	7-31-15
Add note regarding removal of water meter on 4th per CBU.	SAB	7-31-15
Revise pedestrian maintenance plan.	SAB	8-17-15

JOB TITLE
**304 WEST KIRKWOOD
SITE REDEVELOPMENT**

JOB NUMBER
4811

SHEET
2 OF 10

DATE
8/20/14

DEMOLITION PLAN

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Ineo, LLC

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Ineo, LLC, outlines the binding conditions placed upon and agreed to by Ineo, LLC, in exchange for use by Ineo, LLC, its agents and subcontractors, of certain public right of way during the construction of the building complex at 304 West Kirkwood Avenue, at the real property located on the north side of West Kirkwood Avenue and west of the B-Line Trail in Bloomington, Indiana (hereinafter the “Construction Site”).

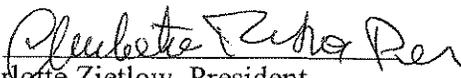
1. This MOU shall cover the time period from October 21, 2015, through August 26, 2016, inclusive.
2. Planning and Transportation shall allow Ineo, LLC, to block and restrict from general public usage the metered parking spaces along the south side of West Kirkwood Avenue and directly adjacent to the Construction Site as depicted in Exhibit “A”, as well as the portion of West 6th Street west of the B-Line Trail and directly adjacent to the construction site as depicted in Exhibit “A”.
3. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Ineo, LLC,’s replacement of the meter posts.
4. Ineo, LLC, shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
5. Ineo, LLC, 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, Ineo, LLC, 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.
6. Ineo, LLC, 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 the Street Department.

7. Ineo, LLC, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of Public Works as soon as practicably possible. Ineo, LLC, 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 Ineo, LLC, their employees, agents, contractors and subcontractors.
8. Ineo, LLC, 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.
9. Ineo, LLC, agrees that no parking, loading or unloading of any and all vehicles or materials is to occur outside the allowed closure area for this project.
10. 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.
11. 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.
12. 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.
13. Ineo, LLC, 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 Ineo, LLC,'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.
14. Ineo, LLC, shall pay, in advance, for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5). Ineo, LLC, has requested a forty-four (44) 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 October 21, 2015 and ending August 26, 2016. are Eight

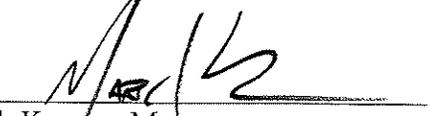
Thousand Seven Hundred Eighty-Nine Dollars and Zero Cents (\$8,789.00).

- 15. In the event Ineo, LLC, has not completed its work at the Construction Site by August 26, 2016, Ineo, LLC, shall incur and agrees to pay meter fees of Thirty-Six Dollars and Zero Cents (\$36.00) per day for each working day after August 26, 2016, that Ineo, LLC, continues to use public right of way at the Construction Site.
- 16. Prior to beginning work, Ineo, LLC, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
- 17. Ineo, LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
- 18. Ryan Kates, Project Manager for Ineo, LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

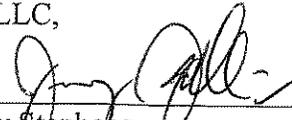
City of Bloomington

By: 
Charlotte Zietlow, President
Board of Public Works
Duane Busick, Vice President
Date: 10-26-15

By: 
Thomas Micuda, Director
Planning and Transportation Dept.
Date: 2-26-15

By: 
Mark Kruzan, Mayor
Date: 10.28.15

Ineo, LLC,

By: 
Jeremy Stephenson
Title: President
Date: 11.30.15

First Amendment to Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Onyx + East, LLC (Formerly Ineo, LLC)

The Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Onyx + East, LLC, was approved by the Board on October 26, 2015, and outlined the binding conditions placed upon and agreed to by Onyx + East, LLC, in exchange for use by Onyx + East, LLC, its agents and subcontractors, of certain public right of way during the construction of the Foundry at 304 W. Kirkwood Avenue in Bloomington, Indiana (hereinafter the “Construction Site”). This first amendment extends the date of right-of-way use, which was originally set to expire on August 26, 2016. This amendment appears in bold, underscored type. All terms of the original MOU remain in full force and effect.

A Memorandum of Agreement (Agreement) between the City of Bloomington and Onyx + East, LLC, general contractor of the Foundry, was entered into contemporaneously with the original MOU.

1. This MOU shall cover the time period from October 21, 2015, through **June 30, 2019**, inclusive.
2. Planning and Transportation shall allow **Onyx + East, LLC** to block and restrict from general public usage the metered parking spaces along the south side of West Kirkwood Avenue and directly adjacent to the Construction Site as depicted in Exhibit “A”, as well as the portion of West 6th Street west of the B-Line Trail and directly adjacent to the construction site as depicted in Exhibit “A”.
3. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following **Onyx + East, LLC**’s replacement of the meter posts.
4. **Onyx + East, LLC** shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
5. **Onyx + East, LLC**, shall install and maintain, to the satisfaction of Planning and Transportation, all traffic control devices associated with providing notice to the public of restrictions on right of way usage. Such devices 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, **Onyx + East, LLC**, 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. **Maintenance shall include snow and debris removal so as to provide accessible pedestrian access.**

6. **Onyx + East, LLC**, 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 replacement shall be performed by **Onyx + East, LLC**.
7. **Onyx + East, LLC**, shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of Public Works as soon as practicably possible **considering weather and the availability of asphalt.** **Onyx + East, LLC**, shall restore such right of way and improvements to as good a condition or better 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 **Onyx + East, LLC**, their employees, agents, contractors and subcontractors.
8. **Onyx + East, LLC**, 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.
9. **Onyx + East, LLC**, agrees that no parking, **stopping, standing**, loading or unloading of any and all vehicles or materials is to occur **within the public right of way and** outside the allowed closure area for this project. **No staging shall occur on City right of way outside of the Construction Site.**
10. 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.
11. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project **or from making any modification to the terms of this MOU**, in addition to any remedy or action spelled out in this MOU or available under law.
12. 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.
13. **Onyx + East, LLC**,, 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 **Onyx + East, LLC,**'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party. **This indemnity does not cover any indemnified party for any claim or cause of actions due to its sole negligence.**

14. **Onyx + East, LLC,** shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twelve dollars (\$12) per day per meter with an administrative fee of five dollars (\$5) **for the duration of 2018. Onyx + East, LLC, shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of twenty dollars (\$20) per day per meter with an administrative fee of ten dollars (\$10) beginning in 2019. Onyx + East, LLC, has requested a term of approximately six and one-half (6 1/2) months** for its use of City right of way adjacent to the Construction Site. **Meter fees under the terms of this MOU are to be determined.**
15. In the event **Onyx + East, LLC,** has not completed its work at the Construction Site by **June 30, 2019, Onyx + East, LLC** shall incur and agrees to pay meter fees of **Sixty Dollars and Zero Cents (\$60.00)** per day for each working day after **June 30, 2019,** that **Onyx + East, LLC,** continues to use public right of way at the Construction Site.
16. Prior to beginning work, **Onyx + East, LLC,**, shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
17. **Onyx + East, LLC,** shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.
18. **Andy Lahr, Chief Financial Officer** for **Onyx + East, LLC,** agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

Onyx + East, LLC

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

By: _____
Andy Lahr,
Chief Financial Officer

Date: December 11, 2018

Date: _____

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

Date: _____

By: _____
John Hamilton, Mayor
City of Bloomington

Date: _____



Board of Public Works Staff Report

Project/Event: Dedication of Right-of-Way as part of the 1924 E 2nd Street Lot Division

Petitioner/Representative: Bob and Kari Costello

Staff Representative: Dan Backler, Public Improvements Manager

Date: 12/5/2018

Report: As part of the 1924 E 2nd Street Lot Division, the petitioner has taken the aforementioned plat through the plat committee. Through this process a portion of right-of-way is to be dedicated to the public.

There will be a public improvement bond required to cover the improvements proposed in the right-of-way.

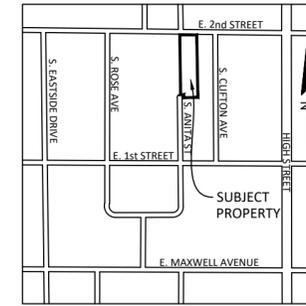
Recommendation and Supporting Justification: Staff recommends that the Board approve this dedication of right-of-way.

Recommend **Approval** **Denial** by Dan Backler



COSTELLO FINAL PLAT

A PART OF SEMINARY LOT 129 AND A PART OF TAYLOR ADDITION TO THE CITY OF BLOOMINGTON, INDIANA ALL IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 8 NORTH, RANGE 1 WEST MONROE COUNTY, INDIANA



RECORDER'S STAMP

AUDITOR'S STAMP

OWNER CERTIFICATION

The undersigned, Bob & Kari Costello, LLC, being the owner of the described real estate herein, do hereby layoff and plat the same into two lots in accordance with the plat and certificate.

All additional road rights-of-way shown and not previously dedicated are hereby dedicated to public use.

This plat shall be known and designated as Costello Final Plat.

In Witness Whereof, Bob & Kari Costello, LLC, has executed this instrument and caused its name to be subscribed thereto, this ____ day of December, 2018.

Bob & Kari Costello, LLC
By _____

STATE OF INDIANA, COUNTY OF MONROE

Before me, a Notary Public for said County and State, _____, personally appeared and acknowledged the execution of this instrument this ____ day of December 2018.

Notary

Notary Signature

My commission expires: _____

County of Residence: _____

PLAT COMMITTEE AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat, and acceptance of right-of-way dedication, was given approval by the City of Bloomington as follows:

APPROVED BY THE CITY AT A PLAT COMMITTEE MEETING HELD: December ____, 2018

APPROVED BY THE CITY BOARD OF PUBLIC WORKS MEETING HELD: December ____, 2018

Director Planning & Transportation Department

Chair of Plat Committee

President of Board of Public Works

Member of Board of Public Works

OWNER/DEVELOPER

Bob & Kari Costello, LLC
3415 Olcott Boulevard
Bloomington, IN 47401

RECORD INFORMATION

Bob & Kari Costello, LLC
Instrument No. 2017015795
Parcel Number: 53-08-03-200-029.000-009

ZONING

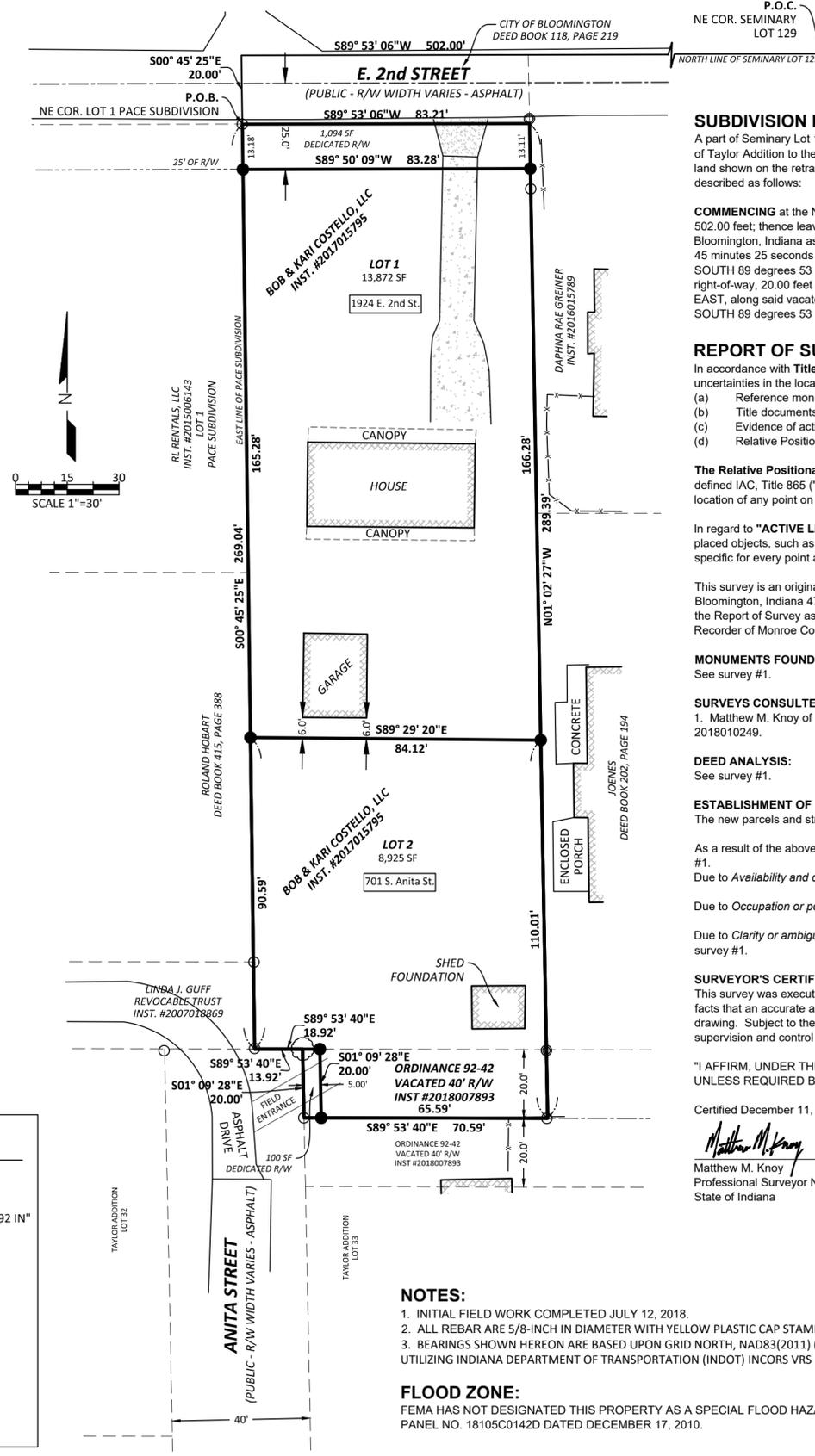
Subject: Residential Single-Family (RS)
Adjoiners: Residential Single-Family (RS)

SETBACKS

PRIMARY STRUCTURE
FRONT: 15 feet
SIDE: 8 feet plus 4 feet for each story above the ground floor.
REAR: 25 feet

LEGEND:

- FENCE
- LINE NOT TO SCALE
- 3/8" DIA. REBAR WITH CAP "BRCJ INC 6892 IN"
- REBAR FOUND AS NOTED
- REBAR FOUND AS NOTED
- △ STONE FOUND
- POST FOUND
- R/W RIGHT-OF-WAY
- C/L CENTERLINE
- A.G. ABOVE GROUND
- B.G. BELOW GROUND
- FD FOUND
- XXXX ADDRESS



SUBDIVISION DESCRIPTION

A part of Seminary Lot 129 to the City of Bloomington, Indiana as recorded in Plat Cabinet C, Envelope 220, in the Office of the Recorder of Monroe County, Indiana and a part of Taylor Addition to the City of Bloomington, Indiana as recorded in Plat Cabinet B, Envelope 34, in the Office of the Recorder of Monroe County, being the 0.55 acre tract of land shown on the retracement boundary survey certified by Matthew M. Knoy, LS20800146, on July 30, 2018 as Bledsoe Riggert Cooper & James, Inc. job number 9725 and described as follows:

COMMENCING at the Northeast corner of said Seminary Lot 129; thence SOUTH 89 degrees 53 minutes 06 seconds WEST, along the north line of said Seminary Lot 129, 502.00 feet; thence leaving the north line of said Seminary Lot 129, SOUTH 00 degrees 45 minutes 25 seconds EAST, 20.00 feet to the Northeast corner of Pace Subdivision, Bloomington, Indiana as recorded in Plat Cabinet B, Envelope 382, in the Office of the Recorder of Monroe County and the **POINT OF BEGINNING**; thence SOUTH 00 degrees 45 minutes 25 seconds EAST, along the east line of said Pace Subdivision, 269.04 feet to the right-of-way of Anita Street; thence leaving the east line of said Pace Subdivision, SOUTH 89 degrees 53 minutes 40 seconds EAST, along said right-of-way, 13.92 feet; thence SOUTH 01 degrees 09 minutes 28 seconds EAST, continuing along said right-of-way, 20.00 feet to the centerline of a vacated alley per Instrument number 2018007893; thence leaving said right-of-way, SOUTH 89 degrees 53 minutes 40 seconds EAST, along said vacated alley centerline 70.59 feet; thence leaving said vacated alley centerline, NORTH 01 degrees 02 minutes 27 seconds WEST, 289.39 feet; thence SOUTH 89 degrees 53 minutes 06 seconds WEST, 83.21 feet to the point of beginning, containing 0.55 acres more or less and subject to all legal rights of way and easements.

REPORT OF SURVEY

In accordance with Title 865, 1-12-1 through 1-12-30 of the Indiana Administrative Code, the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established on this survey as a result of:

- (a) Reference monuments of record
- (b) Title documents of record
- (c) Evidence of active lines of occupation
- (d) Relative Positional Accuracy "RPA"

The Relative Positional Accuracy "RPA" (due to random errors in measurement) of this survey is within that allowable for a suburban survey (0.13 feet plus 100 ppm) as defined IAC, Title 865 ("Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.)

In regard to **"ACTIVE LINES OF OCCUPATION"**, point (c) above: ACTIVE refers to lines which are marked by visible, obvious, well defined and maintained, man-made or placed objects, such as, but not limited to, fences, hedges and retaining walls. The uncertainty cited for a line of occupation is general in nature and is NOT intended to be specific for every point along the line. Therefore portions of the occupation line may vary from the surveyed line by a distance greater or less than uncertainty cited in this report.

This survey is an original survey. The property is currently in the name of Bob & Kari Costello, LLC (Instrument Number 2017015795) located at 1924 East 2nd Street, Bloomington, Indiana 47404. This survey was performed at the request of Bob & Kari Costello, LLC to divide the subject parcel into two lots. This survey is not complete without the Report of Survey associated with the retracement survey by Matthew M. Knoy of Bledsoe Riggert Cooper James, Inc.; dated July 30, 2018; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2018010249.

MONUMENTS FOUND:

See survey #1.

SURVEYS CONSULTED:

1. Matthew M. Knoy of Bledsoe Riggert Cooper James, Inc.; dated July 30, 2018; recorded in the Office of the Recorder of Monroe County, Indiana as Instrument No. 2018010249.

DEED ANALYSIS:

See survey #1.

ESTABLISHMENT OF LINES AND CORNERS:

The new parcels and street right-of-way were at the direction of the owner and the City of Bloomington.

As a result of the above observations, it is my opinion that the uncertainties in the location of the lines and corners established on this survey are as follows: as noted in survey #1.

Due to *Availability and condition of reference monuments*; as noted in survey #1.

Due to *Occupation or possession lines*; as shown and as noted in survey #1.

Due to *Clarity or ambiguity of the record description used and of adjoiners' descriptions and the relationship of the lines of the subject tract with adjoiners' lines*; as noted in survey #1.

SURVEYOR'S CERTIFICATION

This survey was executed according to survey requirements contained in Section 1 through 19 of 865 IAC 1-12. This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose. Evidence of easements have not been located in the field and are not shown on this survey drawing. Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

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

Certified December 11, 2018.

Matthew M. Knoy
Professional Surveyor No. LS20800146
State of Indiana



NOTES:

1. INITIAL FIELD WORK COMPLETED JULY 12, 2018.
2. ALL REBAR ARE 5/8-INCH IN DIAMETER WITH YELLOW PLASTIC CAP STAMPED "BRCJ INC 6892IN" SET FLUSH.
3. BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH, NAD83(2011) (INDIANA STATE PLANE WEST ZONE), ESTABLISHED FROM GPS OBSERVATIONS UTILIZING INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) INCORS VRS NETWORK; PROCESSED MAY 04, 2018.

FLOOD ZONE:

FEMA HAS NOT DESIGNATED THIS PROPERTY AS A SPECIAL FLOOD HAZARD AREA, PROPERTY IS LOCATED IN FLOOD ZONE X PER COMMUNITY PANEL NO. 18105C0142D DATED DECEMBER 17, 2010.

Bledsoe Riggert Cooper James
BRCJ
LAND SURVEYING • CIVIL ENGINEERING • GIS
1351 West Tapp Road Bloomington, Indiana 47403
Phone: 812-336-8277 Email: mknoy@brjcivil.com



Board of Public Works Staff Report

Project/Event: Request use of and closure of portions of east-west and north-south alleys for The Cityside Project

Staff Representative: Dan Backler

Petitioner/Representative: Gilliatte General Contractors/Tom Ritman

Date: December 11th, 2018

Report: Gilliatte General Contractors propose to close off the alleys in the vicinity of 215 S Walnut to provide a construction zone for the construction of a new building. The closure will allow access to the businesses along 4th Street.

Recommendation and Supporting Justification: A memo of understanding has been prepared which has a hold harmless agreement as well as other conditions of approval. This sort of request is typical for construction in our Downtown. Staff recommends that the Board approve the Memorandum of Understanding with Gilliatte for use of the right-of-way.

Recommend **Approval** **Denial** by Dan Backler

215 S. Walnut

Write a description for your map.

Legend

- 📍 215 S Walnut St



December 4, 2018

To: The Board of Public Works:

**RE: Alexa Project
215 S. Walnut Street
Bloomington, IN**

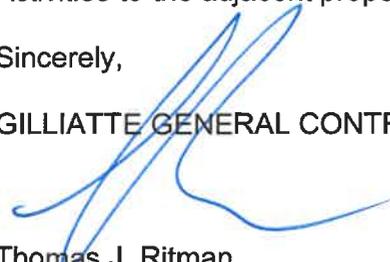
Please accept this letter as a request to perform construction activities at 215 S. Walnut Street within the City R.O.W.

This work includes new storm piping in the east side of Walnut Street, new water line work crossing Walnut Street, and new sanitary work crossing Walnut Street.

In addition we are requesting the closure of the east/west alley to the north of the project from Walnut Street to the intersecting alley east of Walnut Street and the north/south alley from 3rd Street to 4th Street east of the project.

We request to be included in the Board Meeting scheduled for December 11, 2018 seeking approval for this work. We have sent traffic control plans and the Notice of Construction Activities to the adjacent property owners via certified mail (see attached).

Sincerely,



GILLIATTE GENERAL CONTRACTORS, INC.

Thomas J. Ritman
President

TJR/dmw

Attachment

**NOTICE OF
CONSTRUCTION ACTIVITIES**

ALEXA PROJECT

ADDRESS: 215 S. WALNUT STREET

PROJECT SCHEDULE: DECEMBER 12, 2018 THROUGH JULY 31, 2019

WORK WITHIN PUBLIC RIGHTS-OF-WAY: 215 S. WALNUT STREET

SEE ATTACHED TRAFFIC FLOW PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: DECEMBER 11, 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

Tom Ritman

Email – Tritman@gilliatte.com

Phone: 317-638-3355

DEVELOPER/OWNER:

Cityside 123 LLC

Suzanne O'Connell

Email – Suzanne@tenthandcollege.com

Phone: 812-339-8777

www.studio3design.net
 Phone: (317) 595.1000
 Fax: (317) 572.1236
 8604 Allisonville Road, Suite 330
 Indianapolis, IN 46250

CIVIL CONSULTING ENGINEER:
 SMITH BREHOB & ASSOCIATES, INC.

STRUCTURAL CONSULTING ENGINEER:
 LYNCH, HARRISON & BRUMBLEVE, INC.

MECHANICAL - PLUMBING - ELECTRICAL CONSULTING ENGINEER:
 GENESIS ENGINEERING GROUP

CITYSIDE 123, LLC
215 S. WALNUT
 BLOOMINGTON, IN

PROJECT NUMBER:
 17084

DATE:
 8/30/2018

CERTIFICATION:

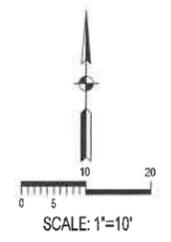
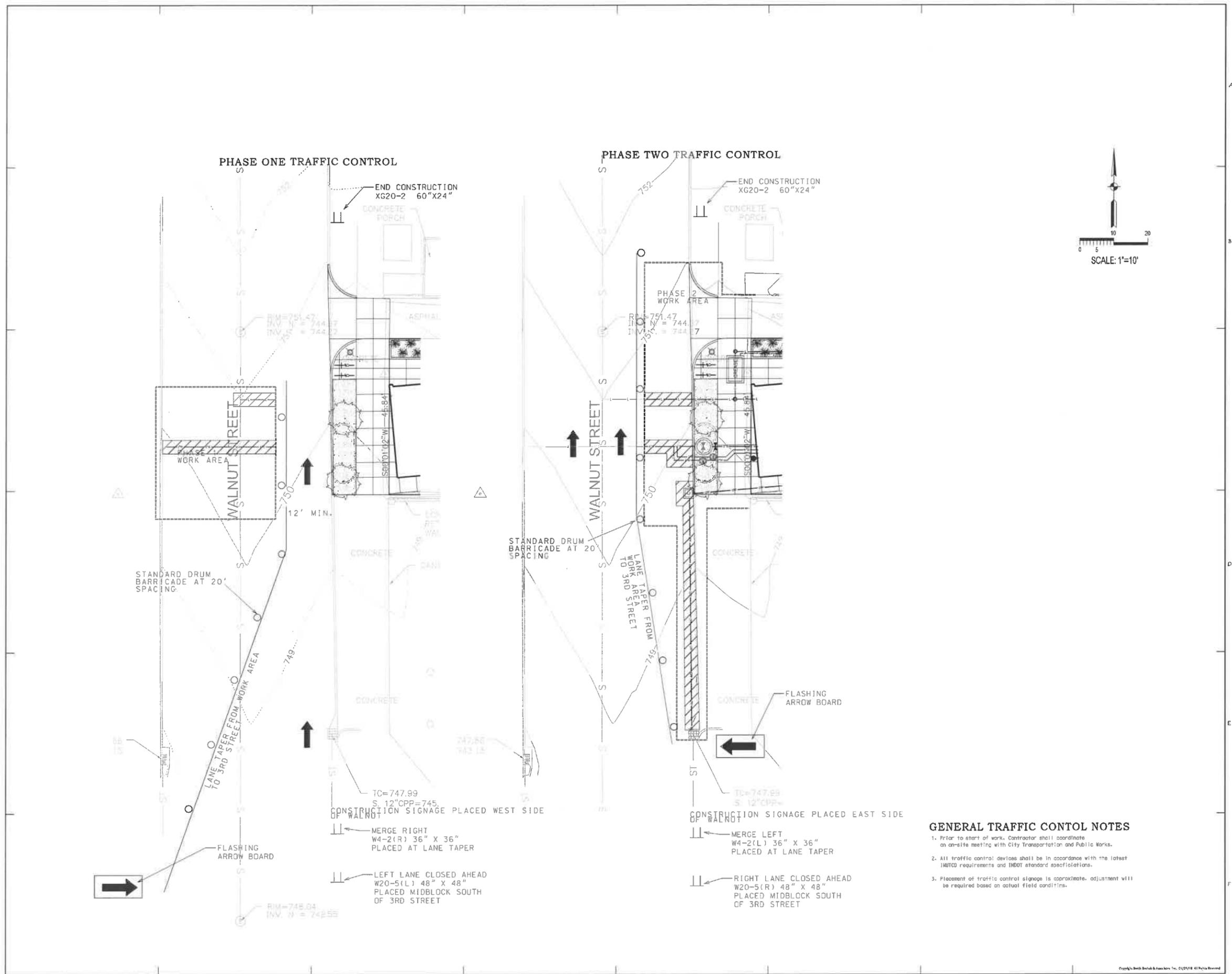


Adam A. Smith
 8/30/2018

SHEET DESCRIPTION:
 MAINTENANCE OF TRAFFIC PLAN

SHEET NUMBER:
C204

THESE DRAWINGS ARE THE PROPERTY OF STUDIO 3 DESIGN, INC. ALL RIGHTS RESERVED



GENERAL TRAFFIC CONTROL NOTES

1. Prior to start of work, Contractor shall coordinate an on-site meeting with City Transportation and Public Works.
2. All traffic control devices shall be in accordance with the latest MUTCD requirements and INDOT standard specifications.
3. Placement of traffic control signage is approximate, adjustment will be required based on actual field conditions.

- A receipt (this portion of the form)
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted

associate for...
return receipt for no additional fee, present this
receipt to the...
marked Certified Mail receipt to the

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Liberty Electric, LLC
200 E. 3rd Street
Bloomington, IN 47401



9590 9402 4027 8079 5858 96

2. Article Number (Transfer from service label)

7017 1000 0000 3864 1158

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPL

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Adult Si

Certified

Collect

Collect

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

BLOOMINGTON, IN 47401

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.71

Total Postage and Fees \$6.91

Sent To

Street and Ap
Liberty Electric, LLC
200 E. 3rd Street
City, State, Zi
Bloomington, IN 47401

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Domestic Return Receipt



**U.S. Postal Service™
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

GMS Enterprises, LLC
112 E. 3rd Street
Bloomington, IN 47401



9590 9402 4027 8079 5859 02

2. Article Number (Transfer from service label)

7017 1000 0000 3864 1141

PS Form 3811, July 2015 PSN 7530-02-000-9053

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D. Is deliv
If YES,

3. Service T

Adult Signat

Adult Signat

Certified Mail

Certified Mail

Collect on D

Collect on D

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
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For delivery information, visit our website at www.usps.com®.

BLOOMINGTON, IN 47401

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.71

Total Postage and Fees \$6.91

Sent To

Street and Ap
GMS Enterprises, LLC
112 E. 3rd Street
City, State, Zi
Bloomington, IN 47401

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



CERTIFIED MAIL® RECEIPT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Bloomington
P.O. Box 100
Bloomington, IN 47402



9590 9402 4027 8079 5858 72

2. Article Number (Transfer from service label)

7017 1000 0000 3864 1189

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

A. Signature

X

B. Received by

D. Is delivery addressed to you? If YES, enter

2171 499E 0000 0001 2102

- 3. Service Type**
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Mail
 - Insured Mail (over \$500)

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

BLOOMINGTON, IN 47402

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.71
Total Postage and Fees	\$6.91

Sent To _____
Street or _____
City, State _____

Postmark Here: 12/04/2018

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jones, Robert Delano
2001 E. Hillside Dr., Lot 6
Bloomington, IN 47401



9590 9402 4027 8079 5858 89

7017 1000 0000 3864 1172

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

A. Signature

X

B. Received by

D. Is delivery addressed to you? If YES, enter

2171 499E 0000 0001 2102

- 3. Service Type**
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Mail
 - Insured Mail (over \$500)

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

BLOOMINGTON, IN 47401

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	\$2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.71
Total Postage and Fees	\$6.91

Sent To _____
Street or _____
City, State _____

Postmark Here: 12/04/2018

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Domestic Return Receipt

CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to

BFS Retail & Commercial Operations LLC
535 Marriott Dr.
Nashville, TN 37214



2 7017 1000 0000 3864 1165

PS Form 3811, February 2004

Domestic Return Receipt

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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

NASHVILLE, TN 37214

Certified Mail Fee	\$ 3.45
Extra Services & Fees (check box, add fee as appropriate)	\$ 2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage	\$ 0.71
Total Postage and Fees	\$ 6.91

Sent To
BFS Retail & Commercial Operations LLC
Street 535 Marriott Dr.
City, Nashville, TN 37214



PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

102595-02-M-1540

U.S. Postal Service™
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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

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



7017 1000 0000 3864 1110

PS Form 3811, February 2004

Domestic Return Receipt

COMPLETE THIS SECTION

A. Signature

X

B. Received by

D. Is delivery restricted?
If YES, enter

3. Service Type

Certifier

Register

Insured

4. Restricted

7017 1000 0000 3864 1110

U.S. Postal Service™
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BLOOMINGTON, IN 47404

Certified Mail Fee	\$ 3.45
Extra Services & Fees (check box, add fee as appropriate)	\$ 2.75
<input type="checkbox"/> Return Receipt (hardcopy)	\$ 0.00
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage	\$ 0.71
Total Postage and Fees	\$ 6.91

Sent To
Board of Public Works of the
City of Bloomington
Street 401 N. Morton Street
City, State Bloomington, IN 47404



PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

102595-02-M-1540

U.S. Postal Service
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PLACE STICKER ON THE REVERSE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Daewoong, LLC
 1813 E. 10th Street
 Bloomington, IN 47401



9590 9402 4027 8079 5859 19

2. Article Number (Transfer from service label)

7017 1000 0000 3864 1134

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE

A. Signature

X

B. Received

D. Is delivered If YES, enter date

3. Service Type

- Adult Signature
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery - Signature Required
- Certified Mail

HEFT H9RE 0000 0001 2T0L

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For delivery information, visit our website at www.usps.com®.

BLOOMINGTON, IN 47408

Certified Mail Fee	\$3.45	0017 06
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	INDIANAPOLIS 46201 706
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here DEC 04 2018
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.71	12/04/2018
Total Postage and Fees	\$6.91	USPS
Sent To	Daewoong, LLC 1813 E. 10 th Street Bloomington, IN 47401	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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PLACE STICKER ON THE REVERSE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

First United Methodist Church
 Of Bloomington, Inc.
 219 E. 4th Street
 Bloomington, IN 47408



9590 9402 4027 8079 5859 26

2. Article Number (Transfer from service label)

7017 1000 0000 3864 1127

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMP

A. Sign

X

B. Rec

D. Is delivered If YES, enter date

3. Service Type

- Adult Signature
- Certified Mail
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery - Signature Required
- Certified Mail

HEFT H9RE 0000 0001 2T0L

U.S. Postal Service™
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 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

BLOOMINGTON, IN 47408

Certified Mail Fee	\$3.45	0017 06
Extra Services & Fees (check box, add fee as appropriate)	\$2.75	INDIANAPOLIS 46201 706
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00	Postmark Here DEC 04 2018
<input type="checkbox"/> Return Receipt (electronic)	\$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00	
<input type="checkbox"/> Adult Signature Required	\$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00	
Postage	\$0.71	12/04/2018
Total Postage and Fees	\$6.91	USPS
Sent To	First United Methodist Church Of Bloomington, Inc. 219 E. 4 th Street Bloomington, IN 47408	

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Domestic Return Receipt

=====

LINWOOD
4401 E 10TH ST STE 18
INDIANAPOLIS
IN
46201-9998
1749000017
12/04/2018 (800)275-8777 2:02 PM

=====

Product Description	Sale Qty	Final Price
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47408) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641127)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585926)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47408) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641134)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585926)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47401) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641141)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585902)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47401) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641158)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585896)	1	\$2.75
First-Class Mail Letter	1	\$0.71

Letter (Domestic) (BLOOMINGTON, IN 47401) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641172)	1	\$3.45
Return Receipt (@@USPS Return Receipt #) (9590940240278079585889)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47402) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641189)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590940240278079585872)	1	\$2.75
First-Class Mail Letter (Domestic) (BLOOMINGTON, IN 47404) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641110)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590952106150135014642)	1	\$2.75
First-Class Mail Letter (Domestic) (NASHVILLE, TN 37214) (Weight:0 Lb 1.30 Oz) (Estimated Delivery Date) (Thursday 12/06/2018) Certified 1 (@@USPS Certified Mail #) (70171000000038641165)	1	\$0.71
Return Receipt (@@USPS Return Receipt #) (9590952106150135014628)	1	\$2.75
Total		\$55.28
Credit Card Remitd (Card Name:AMEX) (Account #:XXXXXXXXXX1127) (Approval #:869941) (Transaction #:141) (AID:A000000025010801 Chip) (AL:AMERICAN EXPRESS) (PIN:Not Required)		\$55.28



City of Bloomington
 Planning and Transportation Department
 www.bloomington.in.gov

401 N Morton Street, Suite 130
 P.O. Box 100
 Bloomington, IN 47402
 Phone: (812) 349-3423
 Fax: (812) 349-3520
 Email: planning@bloomington.in.gov

CITY RIGHT-OF-WAY EXCAVATION PERMIT APPLICATION

<u>Address / location of project:</u> 215 s. Walnut St.		<u>Contractor:</u> Gilliatte General Contractors	
<u>Project Name:</u> The Alexa		<u>Contact Person:</u> Tom Ritman	
		<u>Phone:</u> (317) 638-3355	
<u>Cut Type:</u> Street <input type="checkbox"/> <small>(street, sidewalk, bore, alley, driveway, tree plot, multiple types, other)</small>		Will the project result in the closure of any street, traffic lane, alley, parking lane, bike lane, or sidewalk? YES <input checked="" type="checkbox"/> If Yes: Please include a Maintenance of Traffic Plan	
<u>Depth (ft):</u> 4'-0" <u>Width (ft):</u> 3'-0" <u>Length (ft):</u> 180'-0"		<u>Name of Bonding Company:</u> _____	
<u>Start Date:</u> 12/12/18 <u>Completion Date:</u> 7/31/19		<u>Bond Number:</u> _____	
		<u>Expiration Date:</u> _____ <u>Bond Amount:</u> _____	
 <small>Know what's Below. Call before you dig.</small>		<small>A bond must be on file with the City of Bloomington Planning and Transportation Department prior to any excavation work within the Right-of-Way.</small>	
<small>To Submit a Locate Request 24 Hours a Day, Seven Days a Week: Call 811 or 800-382-5544</small>		<u>Insurance Company Name:</u> Amerisure	
Indiana Underground Plant Protection Service In Indiana, Call Two Working Days Before You Dig. It's The Law.		<small>A certificate of liability insurance must be on file with the City of Bloomington Planning and Transportation Department prior to any excavation work within the Right-of-Way.</small>	

Site Plan

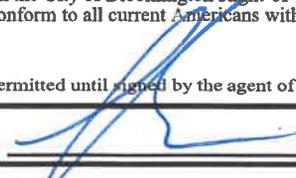
Please attach a site plan which identifies the following:
 (1) The specific location of all utilities already located in the right-of-way. (2) The specific location of all signs already located in the right-of-way. (3) The specific location of all structures already located in the right-of-way. (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the specific location of the device or structure being installed as a result of the excavation. (5) The specific location of all proposed utilities. (6) Latitude and Longitude of the project location.

Certification:

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED, (INCLUDING THAT CONTAINED IN THE PLANS) IS CORRECT. (3) The plans that have been furnished to the City of Bloomington are the basis upon which the City of Bloomington is entitled to act in issuing or revoking any permit for right-of-way excavation. (4) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (5) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes, which regulate excavation work in the right-of-way. (6) I will abide by all City of Bloomington inspections and conditions of approval. (7) I will have the approved permit and plans (or copies) on the job site at all times. (8) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (9) In the event of any closure, I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, or sidewalk to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Planning and Transportation Department. (A notification list is available from the Planning and Transportation Department.) (10) This approval only covers concerns within the jurisdictions of the City of Bloomington Planning and Transportation Department, other entities or agencies may also need to grant approval for work done in the course of this project. (11) All utility work shall conform to specifications to be obtained from the owner of the affected utility, and work on said utility shall be performed only with expressed written permission of its owner. It shall be the responsibility of the permittee to obtain any necessary inspections or approvals from the owner of the utilities involved. (12) Erosion control measures complying with Bloomington Municipal Code 20.05.040 are required to be in place during the period of any earth disturbing activities, and remain in place until the site is stabilized. (13) All bonding must remain current until a written release of such bonding is given by a representative of the City of Bloomington Planning and Transportation Department. (14) Any work in a street shall conform to the City of Bloomington Street Cut Requirements. Copies of these requirements are available from the Planning and Transportation Department. All damaged Public Improvements must be repaired to prior or improved conditions. (15) Any brick or inlaid limestone sidewalks or brick-surfaced streets shall remain undisturbed, unless specific permission is given by a representative of the Planning and Transportation Department. If they are disturbed: The surface material shall be taken up, saved, and re-installed to City of Bloomington specifications. Backfill methods and materials must also meet these specifications. (16) Any damage to any underground facility or utility must be reported immediately to the City of Bloomington Planning and Transportation Department and the owner of the facility or utility (if known). If not, the permittee will be required to re-excavate the damaged facility or utility, at their expense, to demonstrate that repairs have been made to the satisfaction of the owner of the damaged facility or utility. (17) Any above ground appurtenances (line markers, switch boxes, meters, etc.), or structures, to be placed in the City Right-of-Way must be approved by the City of Bloomington Planning and Transportation Department prior to installation. (18) All existing regulatory signs (STOP, YIELD, NO PARKING, etc.) that are owned by the City of Bloomington shall be removed and replaced only by the City of Bloomington Traffic Division. Any regulatory signs removed, or installed, by the permittee are subject to removal or replacement by the Traffic Division with Permittee being billed for time and materials. (19) Contractor is required to comply with OSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five feet in depth. (20) Permittee is required to call the Planning and Transportation Department at 812-349-3423 for inspection of any work in the City of Bloomington Right-of-Way prior to placing any concrete, or at any point specified in the Special Provisions section of the permit. (21) Projects shall conform to all current Americans with Disabilities Act (ADA) requirements.

This permit is not valid and work is not permitted until signed by the agent of the City Planning and Transportation Department.

Signature of Agent/Contractor or Owner:  Printed Name: Thomas J. Ritman Phone # (317) 638-3355

OFFICE USE ONLY

Reviewer	Permit Number	Permit Fee
Comments:		



City of Bloomington

Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: 215 S. WALNUT (Street) 3RD ST. (From) NORTH TO 1ST BERRY L. OF PRODUCE (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

- Complete Street Closure
- One Traffic Lane ALTERNATING LANES
- 2 or more Traffic Lanes
- Alley
- Sidewalk/Multiuse Path/Trail
- Bike Lane
- Parking Lane

- Reason for Closure:
- Work on Sidewalk/Multiuse Path/Trail
 - Work in Street
 - Loading and Unloading
 - Utility Work
 - Special Event
 - Work on Private Property
 - Other: _____

Date(s) of Closure: From TBD To TBD
> 2 weeks? Yes No

Start Time: 7 : 00 a.m. / p.m.
End Time: 4 : 00 a.m. / (p.m)

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: GILLIATTE GEORGINA COLLEGE FOUNDATION

Contact Person (Printed Name): THOMAS J. RYMAN

Contact Email: TRITMAN@GILLIATTE.COM Contact Phone No.: (317) 638-3358

Signature: _____ Date: 12-04-18

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Gilliatte General Contractors, Inc.

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter “Planning and Transportation”) and Gilliatte General Contractors, Inc., outlines the binding conditions placed upon and agreed to by Gilliatte General Contractors, Inc., in exchange for use by Gilliatte General Contractors, Inc., its agents and subcontractors, of certain public right of way during the construction of the Cityside development in the vicinity of 215 S. Walnut Street, as depicted in Exhibit A, in Bloomington, Indiana (hereinafter the “Construction Site”).

1. This MOU shall cover the time period from December 12, 2018, through July 31, 2019, inclusive.
2. Planning and Transportation shall allow Gilliatte General Contractors, Inc., to block and restrict from general public usage the Construction Site as depicted in Exhibit “A”
3. Gilliatte General Contractors, Inc., shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.
4. Gilliatte General Contractors, Inc., 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, Gilliatte General Contractors, Inc., 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. Maintenance shall include snow and debris removal so as to provide accessible pedestrian access
5. Gilliatte General Contractors, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Gilliatte General Contractors, Inc.
6. Gilliatte General Contractors, Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to the

reasonable satisfaction of the Department of Public Works as soon as practicably possible. Gilliatte General Contractors, Inc., shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU except in the case of the north-south alley to the east of the project which was demolished as part of a previous project done by Gilliatte General Contractors. Said north-south alley is to be paved to the satisfaction of the Department of Public Works. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Gilliatte General Contractors, Inc., their employees, agents, contractors and subcontractors.

7. Gilliatte General Contractors, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.
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. Gilliatte General Contractors, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which may occur as a result of Gilliatte General Contractors, Inc.'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. Prior to beginning work, Gilliatte General Contractors, Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.
13. Gilliatte General Contractors, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.

14. Thomas J. Ritman, President of Gilliatte General Contractors, Inc., agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

Gilliatte General Contractors

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

By: _____
Thomas J. Ritman, President

Date: December 11, 2018

Date: _____

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

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Award Construction Contract for the S Mitchell Street Sidewalk Project to Monroe LLC

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Date: 12/11/2018

Report: On November 27th, 2018, the Board of Public Works opened sealed bids for the South Mitchell Street Sidewalk Project. This project will install a sidewalk on the east side of South Mitchell Street from Circle Drive to Maxwell Drive. The sidewalk would replace the existing striped shoulder on the street. The project would also include storm water infrastructure along with the curb on the east side of the street. The Board received 6 bids, and Monroe LLC was found to be the lowest responsible and responsive bidder with a bid amount of \$249,675.00. Funding for this project was prioritized by the Council Sidewalk Committee and will utilize 454-02-020000-54310 as well as \$45,000 from CBU as committed in an MOU executed on 11/13/18.

Recommendation and Supporting Justification: City Staff reviewed the following six (6) bids for this project:

- | | |
|-------------------------------------|--------------|
| 1. E & B Paving, Inc. | \$319,642.00 |
| 2. Crider & Crider, Inc. | \$294,925.15 |
| 3. Groomer Construction, Inc. | \$272,154.22 |
| 4. Milestone Contractors, LP | \$259,956.50 |
| 5. Monroe L.L.C. | \$249,675.00 |
| 6. Hostetler Concrete Const. L.L.C. | \$209,145.00 |

Hostetler was the lowest bidder at \$209,145.00; however this bid was not responsive to the requirements contained in the bid packet specifications. Hostetler used the wrong unit prices sheet and also made math errors. Hostetler also failed to include its financial statement as required in the bid packet and by Indiana State law. Therefore staff recommends awarding the contract to Monroe LLC, as lowest responsible and responsive Bidder, with a bid of \$249,675.00.

Recommend **Approval** **Denial by:** *Russell White*

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this 11th day of December, 2018, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Monroe LLC, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 11th day of December, 2018, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably

satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at

its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Neil Kopper, Interim Transportation and Traffic Engineer

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: Monroe LLC

Address: 4440 State Road 46 West

City/State: Nashville, IN, 47448

Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____

Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS
(Date)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20____, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned hereby jointly notify and instruct you to issue a check for the balance in the Escrow Account as follows:

Escrow Account for Retainage on Project: _____
Account Holder/Contractor: _____
Primary Account Number: _____

The undersigned, in consideration of the release of funds being held by Escrow Agent, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby release, acquit and forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: _____
Neil Kopper, Interim Transportation and Traffic Engineer

By: _____

Printed Name: _____

Reviewed and Approved By:

Title: _____

Terri Porter, Director
Planning and Transportation Department

Escrow Agent
First Financial Bank

Dated: _____

By: _____

Printed Name and Title

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

Monroe LLC

FOR

South Mitchell Street Sidewalk

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Monroe LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **the installation of a sidewalk on the east side of Mitchell Street from Circle Drive to Maxwell Drive. The sidewalk would replace the existing striped shoulder on the street. The project would also include stormwater infrastructure along with the curb on the east side of the street.** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid 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 Bidder 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 75 (seventy-five) calendar days from the date of the 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 and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.03 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 Two Hundred Forty-Nine Thousand, Six Hundred Seventy-Five Dollars (\$249,675.00), CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his 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 Bid 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 Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
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 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 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	Monroe LLC
Attn: Russell White, Project Manager	Attn:
P.O. Box 100 Suite 130	4440 State Road 46 West
Bloomington, Indiana 47402	Nashville, IN 47448

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 Drug Testing Plan

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

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

DATE: December 11, 2018

City of Bloomington
Bloomington Board of Public Works

Monroe 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"

South Mitchell Street Sidewalk

This project shall include, but is not limited to, *the installation of a sidewalk on the east side of Mitchell Street from Circle Drive to Maxwell Drive. The sidewalk would replace the existing striped shoulder on the street. The project would also include stormwater infrastructure along with the curb on the east side of the street.*

ATTACHMENT 'B'

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ _____

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

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

If Bidder fails to complete and execute this sworn affidavit, his/her Bid 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__.

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT 'D'

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

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Signature

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



Board of Public Works Staff Report

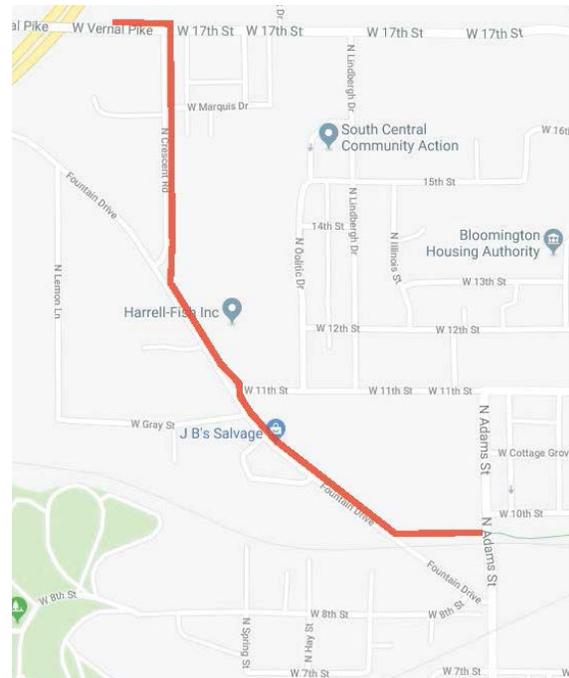
Project/Event: Contract Addendum #1 for Preliminary Engineering Services for the B-Line Trail Connection Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 12/11/2018

Report: This project will construct a multiuse path along the northeast side of W Fountain Drive and North Crescent Road, from the Adams Street trailhead to the multiuse path on the north side of W 17th Street. This project is currently in the MPO TIP for construction in 2020 with \$1,150,000 in reimbursable federal funds. Aztec Engineering Group, Inc., is under contract to design this project with an existing total contract of \$130,308.00 that was approved at the December 12th, 2017 meeting. The existing contract was crafted to only cover preliminary design services. This supplement will include additional design service and preliminary right-of-way services. This addendum will increase the contract amount by \$396,395.00 for a new total contract amount of \$526,703.00.



Recommendation and Supporting Justification: City Staff has reviewed the addendum and is recommending approval.

Recommend Approval Denial by: *Roy Aten*

TEAM AZTEC
B-Line Extension Project

Survey		Cost per				Total
DESCRIPTION	Parcels	Parcel				
Original Contract Amt.						\$ 14,768.00
Additional Survey						\$ 1,800.00
ROW Staking (20 parcels)	20	\$ 180.00				\$ 3,600.00
ROW Re-staking (7 parcels)	7	\$ 120.00				\$ 840.00
Route Plat Survey						\$ 6,500.00
Subtotal Survey Items						\$ 27,508.00

Adrian Reid

From: Marty James <mjames@brjcivil.com>
Sent: Monday, October 15, 2018 3:43 PM
To: Adrian Reid
Cc: Matt Knoy; INMUN1716 - BLine_Extension_and_Multiuse_Path
Subject: Re: B-Line Ext. and Multiuse path - request for quoting additional survey
Attachments: image001.png

Adrian,
Unless I'm missing something I think the total additional cost will be \$1800.00, this includes the added topo areas, updating drawing and additional Route Survey info.
I may want to see if Matt concurs.

Thanks,
Marty

Marty James, PS | Principal
mjames@brjcivil.com

Bledsoe Riggert Cooper James
Office: 812-336-8277 | Fax: 812-336-0817
1351 West Tapp Road, Bloomington, Indiana 47403
brjcivil.com



Registered in Indiana, Kentucky and West Virginia

On Mon, Oct 15, 2018 at 1:05 PM Adrian Reid <AREid@aztec.us> wrote:

Marty,

I'm working on a contract amendment for the City and need to add survey for the B-Line extension project. The City has asked us to expand the scope to include intersection improvements at Crescent Road and Fountain Drive. We also wanted to pick up some recently constructed improvements for a site at 11th & Fountain and include (or verify) survey for a crossing at 17th & Crescent (potential crossing on both sides of Crescent).

We recently added route plat survey for the project, but the expanded scope could expand the route plat, so I would need your quote to include that. I plan to send the first draft of the contract mod to the City by this Wednesday. If you need more time, I'm sure there will be some back and forth between us and the City. I

plan to insert a placeholder number but would like a hard quote from you once we get to the final version. Can you quote by the end of this week?

Thanks,

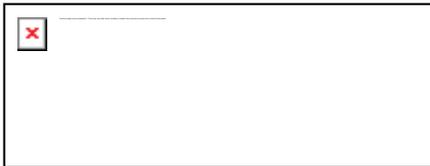
Adrian

Adrian Reid, P.E.

Associate Vice President, Indiana Office Principal

AZTEC Engineering | 320 W. 8th Street, Suite 100 | Bloomington, IN 47404

T: 812.717.2555 | D: 812.717.2554 | C: 812.606.7050 | areid@aztec.us



aztec.us/follow-us

This message has been scanned for malware by Websense. www.websense.com

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

Adrian Reid

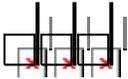
From: Marty James <mjames@brjcivil.com>
Sent: Tuesday, October 16, 2018 11:19 AM
To: Adrian Reid
Cc: Matt Knoy; INMUN1716 - BLine_Extension_and_Multiuse_Path
Subject: Re: B-Line Ext. and Multiuse path - request for quoting additional survey
Attachments: image001.png

Adrian,
Matt and I believe 1.5 hours first staking and 1 hour re-stake.
30 x \$120 = \$3600 (\$180 ea)
7 x \$120 = \$840 (\$120 ea)

Total = \$4,440.00
Thanks,
Marty

Marty James, PS | Principal
mjames@brjcivil.com

Bledsoe Riggert Cooper James
Office: 812-336-8277 | Fax: 812-336-0817
1351 West Tapp Road, Bloomington, Indiana 47403
brjcivil.com



Registered in Indiana, Kentucky and West Virginia

On Mon, Oct 15, 2018 at 5:05 PM Adrian Reid <AReid@aztec.us> wrote:

Marty,

I forgot to ask about ROW staking. What's your per parcel price? For this mod, I was thinking 20 parcels with 7 re-staked.

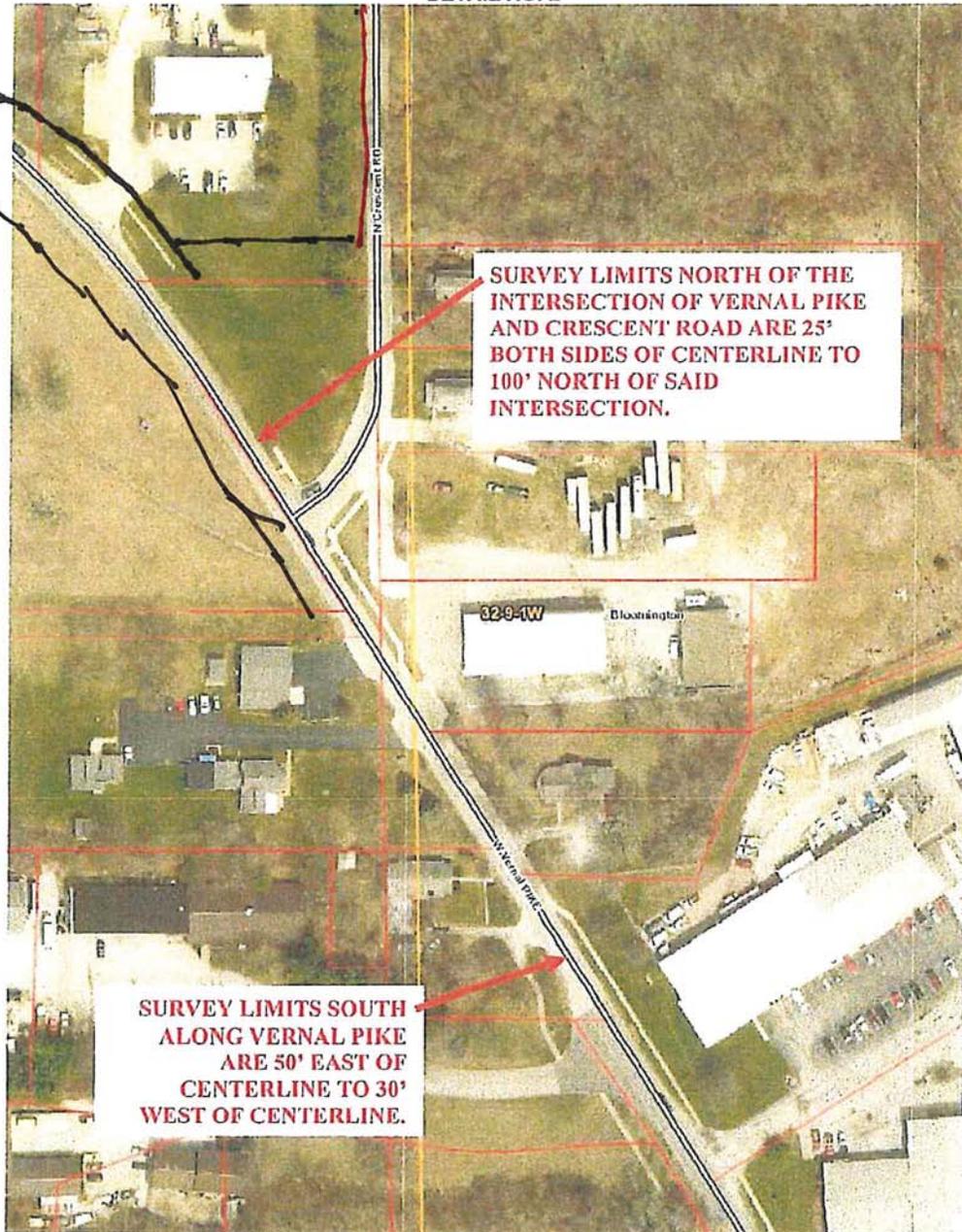
Adrian

Adrian Reid, P.E.
Associate Vice President, Indiana Office Principal



entire
ex.
curve

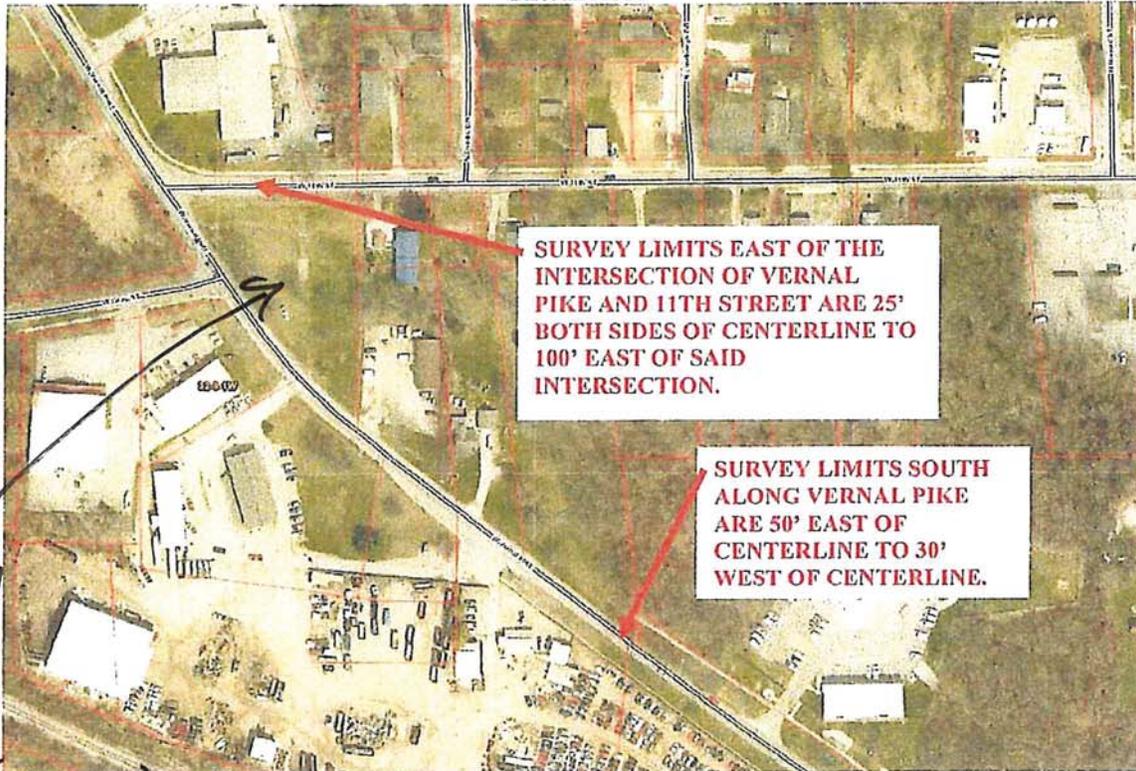
DETAIL NO. 2



SURVEY LIMITS NORTH OF THE INTERSECTION OF VERNAL PIKE AND CRESCENT ROAD ARE 25' BOTH SIDES OF CENTERLINE TO 100' NORTH OF SAID INTERSECTION.

SURVEY LIMITS SOUTH ALONG VERNAL PIKE ARE 50' EAST OF CENTERLINE TO 30' WEST OF CENTERLINE.

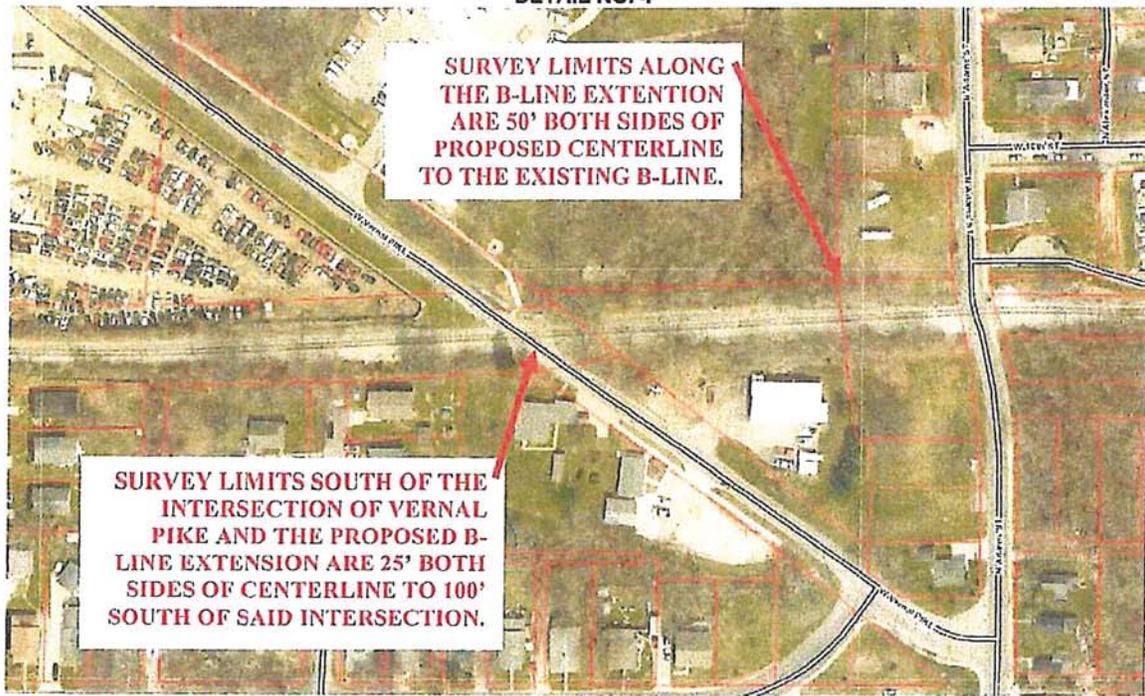
DETAIL NO. 3



*Re-survey
to get
new trail
(from new
development)*

ok

DETAIL NO. 4





CONTRACT MODIFICATION FORM

Project Title: <u>B-Line Extension and Multiuse Pat</u>	Aztec Project #: <u>0INMUN1716</u>
Subcontractor Name: <u>Bledsoe Riggert Cooper James</u>	Amendment No. <u>1</u>
Address: <u>1351 West Tapp Road</u> <u>Bloomington, IN 47403</u>	Client Contract #: _____

I. Description of Amendment/Modification:

Add Route Plat Survey to the original scope of services for topographic survey of the B-Line Trail Extension and Multiuse Path. Route Plat to be completed in accordance with INDOT standards applicable to LPA projects and other applicable State code regarding survey. Scope includes establishing apparent ROW & existing property lines, parcel numbers and owner names, current deeds of record. Format for the deliverable will be a final AutoCAD drawing and .pdf of the recorded survey.

II. Compensation for Amendment:

ORIGINAL CONTRACT AMOUNT (Billing Fee):	\$ <u>14,768.00</u>
NET CHANGE BY AMENDMENTS:	
# of PREVIOUS AMENDMENTS (If Applicable) <u>0</u>	Amount: \$ <u>-</u>
THIS AMENDMENT:	\$ <u>6,500.00</u>
REVISED CONTRACT AMOUNT TO DATE:	\$ <u>21,268.00</u>

This fully executed amendment shall become part of the Subcontract for Professional Services dated August 22, 2018

AZTEC Engineering Group, Inc.

Bledsoe Riggert Cooper James

By: 
 Name: Adrian Reid, P.E.
 Title: Associate Vice President
 Date: August 22, 2018

By: 
 Name: Marty J. James
 Title: Vice President
 Date: 8/23/2018

October 23, 2018

Adrian Reid, P.E.
Associate Vice President
AZTEC Engineering
320 W. 8th Street, Suite 100
Bloomington, IN 47404

Re: B-Line Trail Extension Karst Survey
Bloomington, Indiana

Dear Mr. Reid:

Hydrogeology Inc. (HGI) respectfully submits the following proposal to conduct a karst survey for the B-Line Trail Extension in Bloomington, IN.

Proposed Scope of Services

HGI will perform a karst survey for the B-Line Trail Extension (Survey Area, Figure 1). The survey area is approximately 4,760 feet in length. The survey will be conducted to satisfy the objectives of the 1993 Karst Memorandum of Understanding (MOU) between the Indiana Department of Transportation, Indiana Department of Natural Resources, Indiana Department of Environmental Management and the U.S. Fish and Wildlife Service. The following tasks will be completed per the 1993 Karst MOU:

1. Review karst features identified in the initial karst survey in relation to finalized construction plans.
2. Coordinate with Karst MOU agencies the findings of the karst survey. This task includes a field review of karst features with the Karst MOU agencies.
3. Revise the original karst report to include the findings of Tasks 1 and 2.

Estimated Costs

The cost to complete the scope of services described in this proposal is \$2,862.00. See itemized budgetary estimate summarizing all costs associated with the proposed scope of services, included as Table 1.

All costs will be incurred on a time-and-materials basis in accordance with the Terms and Conditions provided in Attachment 1. Should there be any additions to the scope of services described herein or a change in conditions at the Site that may increase cost, HGI will communicate these changes immediately before incurring any additional costs. Invoicing will occur upon completion of each task monthly.

HGI appreciates the opportunity to provide this scope and fee estimate. If you have any questions, concerns, or comments please do not hesitate to contact me directly at (812) 219-0210.

Sincerely,

Hydrogeology, Inc.

A handwritten signature in black ink, consisting of several overlapping loops and a trailing line to the right.

Jason N. Krothe, LPG IN-2511
President

hydrogeology inc.

1211 S Walnut St
Bloomington, IN 47401

Table 1: Estimated Costs

Submitted To: Adrian Reid, AZTEC Engineering

Submitted By: Jason Krothe, Hydrogeology Inc.

Project: B-Line Trail Extension Karst Survey

Location: Bloomington, IN

1. Karst Resources Review

Labor	Number of Hours	Cost per hour	Cost
Senior Geologist	8	\$110.00	\$880.00

Task Cost	\$880.00
-----------	----------

2. Karst MOU Agency Coordination

Labor	Number of Hours	Cost per hour	Cost
Senior Geologist	8	\$110.00	\$880.00

Mileage (roundtrip)	# of trips	Cost per mile	Cost
	5	\$0.40	\$2.00

Task Cost	\$882.00
-----------	----------

3. Report Revision

Labor	Number of Hours	Cost per hour	Cost
Senior Geologist	10	\$110.00	\$1,100.00

Task Cost	\$1,100.00
-----------	------------

Estimate Total	\$2,862.00
-----------------------	-------------------

Geotechnical Cost Estimate

B-Line Trail Extension & Intersection Improvements

Bloomington, Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$270.00	\$270.00
b. CPT	ea	\$450.00	
c. Field and utility coordination	1 LS	\$660.00	\$660.00
d. Field coordination with property owners			
i. 1 - 10	1 LS	\$320.00	\$320.00
ii. 11 - 25	LS	\$500.00	
iii. Over 25	LS	\$690.00	
e. Mileage	140 mi	\$3.50	\$490.00
2. Truck mounted borings with split spoon sampling	182.5 ft	\$19.00	\$3,467.50
3. Truck mounted borings with drilling fluid	ft	\$19.00	
4. Truck mounted core drilling	10 ft	\$39.00	\$390.00
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$39.00	
b. Bridge deck coring and restoration	ea	\$350.00	
6. Cone penetrometer testing			
a. Set up	ea	\$80.00	
b. Subsurface profiling	ft	\$12.25	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$93.00	
ii . Penetration	ft	\$14.50	
iii. Pore water dissipation test	hr	\$190.00	
iv. Hydraulic conductivity and consolidation	ea	\$75.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$15.75	
e. Sample	ea	\$24.00	
7. Hand or truck soundings	ft	\$12.50	
8. Hand auger drilling	10 ft	\$13.00	\$130.00
9. Skid mounted borings with split spoon sampling	ft	\$30.00	
10. Skid mounted borings using drilling fluid	ft	\$30.00	
11. Skid mounted core drilling	ft	\$43.00	
12. Skid mounted boring through bedrock or boulders	ft	\$45.00	
13. Skid mounted soundings	ft	\$17.50	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$115.00	
b. Subsurface profiling	ft	\$17.75	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$110.00	
ii. Penetration	ft	\$20.50	
iii. Pore Water Dissipation Test	hr	\$220.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$85.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$25.00	
e. Sample	ea	\$32.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$6,000.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$150.00	
b. Non-navigable water barge set-up	ea	\$5,000.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,100.00	
b. Non-navigable water	ea	\$1,900.00	
18. Barge mounted borings with split spoon sampling	ft	\$33.00	
19. Barge mounted core drilling	ft	\$45.00	
20. Barge mounted boring through bedrock or boulders	ft	\$45.00	
21. Barge mounted soundings	ft	\$20.00	
22. Casing through water	ft	\$8.50	
23. Uncased sounding through water	ft	\$5.50	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	8 ea	\$70.00	\$560.00
b. Rock core borings	2 ea	\$120.00	\$240.00
25. Additional 2-in. split spoon sampling	8 ea	\$21.00	\$168.00
26. 3-in. split spoon samples	ea	\$23.00	
27. 3-in. Shelby tube samples	2 ea	\$63.00	\$126.00
28. Bag samples			
a. 25-lb sample	ea	\$51.00	
b. 5-lb sample	6 ea	\$33.00	\$198.00
29. Field vane shear test	ea	\$115.00	
30. 4½-in. cased hole	ft	\$12.50	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation	ft	\$15.00	
b. Piezometer installation up to 25 ft below surface	ea	\$270.00	
c. Piezometer installation deeper than 25 ft below surface	ea	\$300.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$125.00	
32. Geotechnical engineer	4 hr	\$120.00	\$480.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	6 ea	\$38.00	\$228.00
b. PVC slotted pipe	ft	\$6.00	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	13 ea	\$110.00	\$1,430.00
ii. CPT	ea	\$46.00	
b. More than 30 ft			
i. SPT	ft	\$6.50	
ii. CPT	ea	\$1.90	
c. Pavement restoration	10 ea	\$60.00	\$600.00
36. Dozer rental		Actual Cost	
37. Traffic control			

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. Flag crew	day	\$1,300.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	2 day	\$1,550.00	\$3,100.00
38. Centerline surveying		Actual Cost	
Subtotal (Geotechnical Field)			\$12,857.50

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	5 ea	\$49.00	\$245.00
40. Hydrometer analysis	5 ea	\$58.00	\$290.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$77.00	
b. Analysis by Using (AASHTO T-27)	ea	\$135.00	
42. Liquid limit	5 ea	\$39.00	\$195.00
43. Plastic limit & plasticity index	5 ea	\$28.00	\$140.00
44. Liquid Limit Ratio	ea	\$75.00	
45. pH test	5 ea	\$15.50	\$77.50
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	3 ea	\$24.00	\$72.00
b. Loss on Ignition Test (Sequential)	ea	\$52.00	
c. Organic content based on Clorimeter	ea	\$24.00	
47. Topsoil Tests			
a. Phosphorus tests	1 ea	\$21.00	\$21.00
b. Potassium tests	1 ea	\$21.00	\$21.00
48. Moisture Content Tests			
a. Moisture Content Test (Conventional)	70 ea	\$6.75	\$472.50
b. Moisture Content Test (Microwave)	ea	\$8.20	
49. Expansion Index of Soils	ea	\$235.00	
50. Specific Gravity Test	5 ea	\$36.00	\$180.00
51. Unit weight determination	5 ea	\$17.50	\$87.50
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$235.00	
b. Falling Head	ea	\$285.00	
53. a. Unconfined Compression Test	5 ea	\$45.00	\$225.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$115.00	
c. Point Load Strength Index of Rock	ea	\$43.00	
54. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$110.00	
b. Elastic Moduli of Intact Rock	ea	\$430.00	
55. Consolidation Test	ea	\$450.00	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$350.00	
b. Consolidated - Undrained (CU)	ea	\$520.00	
c. Consolidated - Drained (CD)	ea	\$725.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$250.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
57 Direct Shear Test	ea	\$530.00	
58 Moisture-Density Relationship Test			
a. Standard Proctor	ea	\$140.00	
b. Modified Proctor	ea	\$155.00	
59 Soil Support Testing			
a. California Bearing Ratio Test	ea	\$525.00	
b. Subgrade Resilient Modulus	ea	\$620.00	
60 Collapse Potential Evaluation Test			
a. Silty Soil (Loess)	ea	\$380.00	
b. Cohesive or Expansive Soils	ea	\$450.00	
61 Water Soluble Sulfate Test	4 ea	\$105.00	\$420.00
62 Water Soluble Chloride Test	ea	\$105.00	
63 Soil Resistivity Test	ea	\$135.00	
64 a. Slake Durability Index Test	ea	\$125.00	
b. Jar Slake Test	ea	\$13.25	

Subtotal (Geotechnical Laboratory) \$2,446.50

GEOTECHNICAL ENGINEERING

65 Geotechnical profile and related work			
a. Without soil subgrade drawings			
First mile	LS	\$1,150.00	
Each additional mile	mi	\$525.00	
b. With soil subgrade drawings			
First mile	LS	\$1,365.00	
Each additional mile	mi	\$600.00	
c. Soil subgrade drawings (only)			
First mile	LS	\$350.00	
Each additional mile	mi	\$220.00	
66 Geotechnical report			
a. Without soil subgrade investigation			
First mile	1 LS	\$2,000.00	\$2,000.00
Each additional mile	mi	\$700.00	
b. With soil subgrade investigation			
First mile	LS	\$2,500.00	
Each additional mile	mi	\$800.00	
c. Soil subgrade investigation (only)			
First mile	LS	\$600.00	
Each additional mile	mi	\$360.00	
67 Settlement analysis and recommendations for embankment			
a. Proposed embankment	ea	\$495.00	
b. Proposed and existing embankment	ea	\$550.00	
68 Ground modification design	ea	\$1,450.00	
69 Slope stability analysis			
a. C, ϕ or C & ϕ analysis	ea	\$770.00	
b. Corrective measures	ea	\$770.00	
c. Stage construction corrective method	ea	\$1,340.00	
70 Bridge foundation analysis and recommendations			
a. Shallow foundation	ea	\$475.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Deep foundation			
i. Deep foundation analyses	ea	\$840.00	
ii. Wave equation analyses	ea	\$325.00	
iii. Liquefaction analysis	ea	\$260.00	
iv. Group - 3D analysis	ea	\$420.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$380.00	
ii. Embankment plus pier	ea	\$420.00	
iii. Embankment plus pier plus all other loads	ea	\$485.00	
d. Foundation on bedrock	ea	\$370.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	1 ea	\$860.00	\$860.00
ii. Deep foundation	ea	\$1,130.00	
iii. Settlement analysis for retaining wall foundation	ea	\$370.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,000.00	
ii. Retaining structure with tie-back system	ea	\$1,450.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,025.00	
ii. Retaining structure with tie-back system	ea	\$1,470.00	
d. Soil nailing wall analysis	ea	\$990.00	
72 Seepage analysis	ea	\$1,400.00	
73 Deep dynamic compaction analysis	ea	\$1,400.00	
		Subtotal (Geotechnical Engineering)	\$2,860.00
<u>CONSTRUCTION INSPECTION AND MONITORING</u>			
74 Pressuremeter testing services	day	\$1,600.00	
75 Mobilization of testing equipment	LS	\$160.00	
76 a. Monitoring geotechnical instrumentation	hr	\$75.00	
b. Field Inspector	hr	\$75.00	
77 Integrity testing		Actual Cost	
78 Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$75.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$75.00	
79 Dynamic pile analysis	ea	\$1,025.00	
80 Static load test	ea	\$1,025.00	
81 Dynamic pile load test		Actual Cost	
82 CAPWAP-C analysis	ea	\$480.00	
83 Final construction inspection report	ea	\$925.00	
		Subtotal (Construction Inspection and Monitoring)	
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>			
84 a. Surface test/Pier or foundation		Actual Cost	
b. Borehole test/Pier or foundation		Actual Cost	
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations		Actual Cost	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86	Project Management		
	a. Project Coordination	mi	\$1,620.00
	b. Project Website	LS	\$3,420.00
87	Geotechnical Review		
	a. Structure Report	ea	\$325.00
	b. Roadway Report	mi	\$275.00

Subtotal (Non-Destructive, Geophysical and Project Management)

PAVEMENT INVESTIGATION

1.	Mobilization of coring equipment	LS	\$200.00
2.	Mobilization mileage for coring equipment	mi	\$1.85
3.	Pavement core (partial depth)	ea	\$125.00
4.	Pavement core (full depth)	ea	\$190.00
5.	Sub-base sample	ea	\$60.00
6.	Cement concrete pavement core density determination	ea	\$33.00
7.	Cement concrete core compressive strength test	ea	\$31.50
8.	Bituminous extraction test	ea	\$84.00
9.	Sieve analysis of extracted aggregate test	ea	\$56.00
10.	Recovery of asphalt from solution by Abson method	ea	\$350.00
11.	Theoretical maximum specific gravity test	ea	\$70.00
12.	Bulk specific gravity test	ea	\$30.00
13.	Air voids calculation	ea	\$28.00
14.	Core report for partial depth core	ea	\$34.00
15.	Core report for full depth core	ea	\$42.00
16.	Pavement analysis and report	ea	\$770.00

Subtotal (Pavement Investigation)

Summary of Fees

Geotechnical Field	\$12,857.50
Geotechnical Laboratory	\$2,446.50
Geotechnical Engineering	\$2,860.00
Construction Inspection and Monitoring	
Non-Destructive, Geophysical and Project Management	
Pavement Investigation	
Geotechnical Total	\$18,164.00
 Pavement Design (Intersection and Trail)	 \$4,000.00
Estimated Total	\$22,164.00

CITY OF BLOOMINGTON, INDIANA

Jackson Creek Trail

FEE JUSTIFICATION

BEAM, LONGEST AND NEFF, L.L.C.
8126 Castleton Road
Indianapolis, Indiana 46250
317-849-5832
(FAX) 317-841-4280

November 2017

RIGHT-OF-WAY ENGINEERING

Right-of-Way Engineering: It is anticipated that thirteen (13) parcels will be affected by the construction. BLN will perform the following services for each parcel involved with right-of-way acquisition (see attached breakdown of work tasks):

- Provide the last deed of record and/or title research.
- Prepare parcel plats, legal descriptions and right-of-way plans.
- Perform right-of-way staking services.
- Prepare a Plat One for the project.
- Upload R/W Engineering packets to LRS.
- APA's



FEE SUMMARY

Jackson Creek Trail

Jackson Creek Trail

**FEE JUSTIFICATION EXHIBIT
ESTIMATED FEE PER PARCEL
RIGHT-OF-WAY ENGINEERING**

OWNER: Aztec
PROJECT: Bloomington - B Line Trail Extension
Road: From 17th St to 10th St
East Side
COUNTY: Monroe County

Task	Number of Parcels	Per Parcel Amount	Total
Title Work			
Title Search (20 year) Residential	8	\$405.00	\$3,240.00
Title Search (20 year) Muncipal	0	\$480.00	\$0.00
Title Search (20 year) Commercial	19	\$455.00	\$8,645.00
Title Search Temporary Only	0	\$205.00	\$0.00
Title Updates (if required later)	27	\$180.00	\$4,860.00
Legal Descriptions	27	\$1,000.00	\$27,000.00
Parcel Plats	13	\$730.00	\$9,490.00
R/W Staking	13	\$710.00	\$9,230.00
Plat #1	1	\$1,500.00	\$1,500.00
LRS Updates	13	\$150.00	\$1,950.00
R/W Plans	13	\$520.00	\$6,760.00
APA's	13	\$235.00	\$3,055.00
Total			\$75,730.00
USE			\$75,800.00



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

Memo

To: Roy Aten
Subject: Contract Amendment 01
Project: B-Line Extension and Multiuse Path
From: Adrian Reid

Date: December 3, 2018
Project: INMUN1716

Roy:

This document accompanies Addendum #1 to the B-Line Trail Extension and Multiuse Path project and provides descriptions and rationale for each proposed design element. It also includes additional design work to realign the Crescent Road / Fountain Drive intersection as discussed in the design review meeting on August 28, 2018. We enjoy working with the City of Bloomington on this project and look forward to seeing it through to bidding and construction. Thank you again for the opportunity to provide our design services.

Basis of Estimate

In Appendix A of the original agreement, the Basis of Estimate states the proposal “includes an initial project assessment of site conditions of the preferred routes and overall viability and develops plans to approximately 15%-25% completion.” The enclosed Amendment #1 scope and fee proposal accounts for the early design and coordination. Amendment #1 completes the original scope with project assumptions and design elements revised to reflect current information and conditions with the project. Amendment #1 also includes additional scope for intersection improvements at Crescent Road and Fountain Drive.

Project Status Update

The project is early in design development. The City has agreed to a preliminary alignment of the trail/path on the north side of the Indiana railroad tracks between Adams Street and Fountain Drive and then on the north and east side of Fountain Drive and Crescent Road respectively. Early environmental coordination is one of the next steps as well as initial coordination regarding the potential historic nature of the property at 2102 W. Fountain Drive.

Additional Design Elements

The design elements described below follow the same format as **Appendix A** in the original contract. Amendment #1 creates **Exhibit E** to the original contract. A narrative of each service category, applicable assumptions, and additional services follows:

1. Data Collection - Additional Survey, ROW Staking

The first change to the contract includes a route plat survey and ROW staking which was not included in the original scope. The intersection improvement at Fountain Drive and Crescent Road also requires additional survey. The route plat has already been authorized by AZTEC due to the need for property information along the corridor and particularly adjacent to the Indiana Rail Road spur. The fee for the route plat is also included in the estimate.

2. Meetings

Any additional meetings in Amendment #1 are not included in the **2. Meetings** section, so it remains the same as the fee in the base contract. Any additional meetings anticipated for the amendment are listed in the other disciplines. To date, two (2) meetings have occurred: a project kickoff and a status update meeting. There are still two (2) public meetings and a number of other status meetings under this

heading. A few additional meetings are anticipated as a result of the environmental process and for comment resolution from plan submission to the City.

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

Signage, Marking, & MOT plans were not included in the original scope. Amendment #1 includes the design elements described below:

Signing and Marking

Signing and marking for the project is not anticipated to be complex. Most of the multiuse path will be located to the outside of the existing roadway with little change to the existing roads with the exception of crossings at 11th Street and 17th Street and the intersection improvement at Crescent Road and Fountain Drive. Signage and marking will adhere to Indiana MUTCD requirements and the City's guidance on signage (wayfinding, etc.) for the B-Line trail.

Lighting

Lighting design is assumed for only one segment of the project. The B-Line extension between Adams Street and Fountain Drive will include pedestrian scale lighting which mimics the lighting on the B-Line project. The remainder of the project will include lighting following the City's policy for cobrahead, full cutoff lights at public street intersections. Lighting typical to the City's policies is anticipated to be coordinated by the City and is not addressed in AZTEC's scope.

MOT

The scope and fee proposal for Amendment #1 MOT assumes that the roadway will be open to traffic during construction of the path/trail but that the intersection improvement proposed for Crescent Road and Fountain Drive would require phased MOT and/or detouring during construction. No long-term closures will be allowed adjacent to the Bloomington Township Fire Department facility on Fountain Drive. The MOT plans include an overall detour plan sheet and MOT reflecting phased construction in the corridor.

4. Roadway (Path and Trail) Design

The trail design's current alignment is identical to the description in the original contract. At the City's direction, no other alignments have been considered so that the City can maximize on multiuse path facilities which are currently being constructed with private developments. Amendment #1 includes further design development of this alignment including cross-sections, informal plan submissions to the City at 30 & 60% completion, and a formal INDOT Stage III submission at 95% completion. Quantities, cost estimates, bid specifications and special provisions for an INDOT bid are included in Amendment #1.

Additional services for the Roadway design include intersection improvements at Crescent Road and Fountain Drive with the purpose of realigning the intersection favoring the dominant movement of traffic from southbound Crescent to eastbound Fountain and from westbound Fountain to northbound Crescent.

Excluded from Amendment #1 are designs for alternative path alignments on West 10th Street west of Adams and on the south and/or west sides of Fountain Drive and Crescent Road. Improvements to Adams Street or Fountain Drive approaches at railroad crossings are also excluded from the scope and fee estimate.

5. Utility and Railroad Coordination

Utility design of Bloomington fiber optic facilities for the entire length of the project and lighting design for the B-Line extension are included in Amendment #1. The amendment also includes utility coordination to complete the project as well as coordination efforts with Indiana Railroad and INDOT Utilities and Railroad Division. Meeting time for railroad coordination and additional meetings with individual utility companies are included in the revised cost estimate.

6. Structural Design

Structural design was not included in the original contract. Design of two retaining walls is included in Amendment #1. Bridge design is not included in the scope of services, which may apply to scenarios where mitigation for karst features becomes necessary for the trail alignment. Structural design is limited to wall design based on recommendations from the geotechnical investigation. AZTEC has given consideration to the decorative wall at 2102 W. Fountain Drive with an assumption that the wall will not be disturbed for the project. A second retaining wall on the opposite side of Fountain Drive from 2102 is assumed in the scope due to a likely shift in the road alignment as a result of the intersection improvement at Crescent Road and Fountain Drive as well as to avoid the existing retaining wall, which is considered a contributing feature of the historic property.

7. Drainage Design

The original contract included almost 100 hours for preliminary drainage design, which includes developing the overall drainage concept, critical structures, pipe and ditch sizing, and creation of a base map. The full contract includes additional hours for the design of the storm water system (plan/profile/details), detention design, and preparation of the storm water management plan and operation and maintenance manual for post construction storm water quality Best Management Practices (BMPs).

8. Landscape Architecture Services

The original contract included 66 hours for preparation of landscape and trail amenities. We anticipate further development of the B-Line landscaping in the form of a modest entry feature at Fountain Drive and the trail to signify entry to the Trail from either the road or path. Additionally, the remainder of the multiuse path is anticipated to include street trees, sodding, and possibly detention with plantings in the basin. Two public meetings with representative graphics are assumed. The first public meeting is included in the base contract and time for the second public meeting is included in the fee proposal for Amendment #1.

9. Environmental Services

Environmental services include an assumption of a Categorical Exclusion Level 2 (CE-2). Amendment #1 includes document preparation for the CE-2 and Rule 5 submittals anticipated as part of the project. These were added for completion of the environmental process.

The property at 2102 W. Fountain Drive is listed on the State Historical Architectural and Archaeological Research Database (SHAARD) as an outstanding example of Queen Anne Cottage which could be National Register Eligible. The project impacts to the stone wall fronting the property would have been significant given that the original plan was to remove and relocate the wall to accommodate the path and buffer strip. However, our research of the property revealed a covenant recorded with the deed which restricts activities that impact the property's historic features. As a result, avoidance of the wall is assumed to be the most likely scenario in the final design. We have included Section 106 consultation in the contract. If this property is found to be eligible for the national register and review agencies

determine the project adversely affects the property, it would be considered a 4(f) property and elevate the Categorical Exclusion to a Level 4 (CE-4). This is not included in the scope of services for Amendment #1.

Additionally, the project impacts to karst features in the area are unknown in the early stages of project development. Also, there could be special consideration for the Lemon Lane Landfill and Illinois Central Spring sites as a result of early coordination, particularly in terms of storm water discharge into the impacted area. These considerations included in the scope of services to update the karst survey. An allowance for on-site coordination with INDOT Environmental Services Division is also included. Impacts beyond these tasks is not included in the scope of services for Amendment #1.

10. Project Management and Administration

The original contract included 9 months of administration time to oversee subconsultants and administer control of the project. Contract Amendment #1 adds another 15 months for a total of 24 months of administration time.

Other Services

Karst Assessment

A karst survey has been completed. The report identifies seven (7) karst features in the project area. The report is in draft form and will be updated to reflect the project design. Amendment #1 includes additional hours to update the report and an allowance for additional assessment identified by the INDOT Environmental Services division as a result of early coordination on the project.

Geotechnical Investigation

Additional geotechnical investigation is included in Amendment #1 to add pavement design and additional field investigation to the contract scope for the intersection improvement and retaining wall.

ROW Engineering

Contract Amendment #1 includes a cost-plus-not-to-exceed amount for ROW Engineering. The estimate assumes 20 parcels with 5 residential and 15 commercial. ROW Engineering was derived from a quote from BLN, AZTEC's sub on the project, as well as from the current (2018) INDOT schedule for ROW services fees. We include these items as a cost-plus-not-to-exceed in the event the parcel number or number of long forms is lower. The amount billed would reflect only what is spent on ROW engineering. ROW Acquisition Services are not included in Amendment #1.

Conclusion

Thank you again for the opportunity to work on the B-Line Extension and Multiuse Path project. We're very much looking forward to completing the design, environmental approvals, and ROW acquisition. Please contact me with any questions or comments at your convenience.

Sincerely,



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

SUMMARY OF ESTIMATED COSTS

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

Project Name: B-Line Extension Project
 City Project Number: DES#1700735
 AZTEC Project No.: INMUN1716
 Date: December 11, 2018
 Revision: 3

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	123	\$ 181.47	\$ 22,321
Senior Project Engineer	222	\$ 181.47	\$ 40,286
Project Engineer	567	\$ 155.82	\$ 88,350
Engineer/Designer	878	\$ 136.79	\$ 120,102
Technician/Drafter	1,261	\$ 86.14	\$ 108,623
Project Assistant/Admin.	118	\$ 61.30	\$ 7,233
Totals	3,169		\$ 386,915

Total Estimated Labor - AZTEC \$ 386,915

DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile	\$ 342
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals	\$ 534
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery	\$ 180
EDR Radius Report	\$ 500
Display boards for Public Meetings (2 meetings @ \$500 per meeting)	\$ 1,000

Total Direct Expenses - AZTEC \$ 2,556

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 27,508
Hydrogeology - Karst Investigation	\$ 5,860
Earth Exploration - Geotechnical Investigation, Pavement Design	\$ 22,164
Little River Consulting - Ecological investigation	\$ 2,900

SUB-CONSULTANT WORK (COST PLUS TO MAX.)

BLN - ROW Engineering, Plats, Legal Descriptions, APAs.	\$ 78,800
---------------------------------------------------------	-----------

Subconsultant Sub-total (Lump Sum) \$ 137,232

Total Estimated Contract Value \$ 526,703



Adrian Reid, P.E., Associate Vice President

12/11/2018

DATE

TEAM AZTEC
B-Line Extension Project
PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL

1. DATA COLLECTION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
As-Built Plans				8			8			
Right of Way Plans				8			8			
Utility Information				8			8			
Subtotal Data Collection Items				24	0	0	24	0	0	0
2. MEETING PARTICIPATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Public Open House Meeting - 15% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	2	2			
Public Open House Meeting - 80% Completion (1 mtg @ 2 persons @ 2 hours)				4	2	2				
Utility Field Check Meetings - 30% & 60% completion (2 mtg. @ 2 persons @ 2 hours)				8	4	4				
OTS Meetings (2 meetings @ 4 persons @ 1 hours)				8	2	2	4			
Status Update Meetings (3 meetings @ 2 persons @ 1 hours)				6	3	3				
Quarterly Tracking with MPO/INDOT (8 meetings @ 1 person @ 0.5 hours)				4	4					
Subtotal Meeting Preparation / Participation Items				36	17	13	6	0	0	0
3. SIGNING, MARKING, LIGHTING, AND MOT										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Signing and Marking Detail Sheets & General Notes		1	20	20			5			15
Signing and Marking Plan Sheets	40	2	20	40			10			30
Lighting Detail Sheets & General Notes		1	30	30			10			20
Lighting Plan Sheets	20	1	30	30				20		10
MOT General Notes Sheet		1	20	20			4			16
MOT Detail Sheets		1	30	30			6			24
MOT Plan Sheets & Detour Sheets	40	5	30	150		10		40		100
Comment Review, Responses, & Resolution Meetings				16		4		12		
Quantities/Cost Estimate/Bid Specifications				20		4		16		
Quality Control				18	2	8		8		
Subtotal Signing, Marking, Lighting and MOT Items		12		374	2	26	35	96	215	0
4. ROADWAY (TRAIL & MUP) DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Cover		1	24	24				24		
Develop Project Base Sheets	20	7	6	42				42		
General Notes/Typical Sections		4	40	160			24	40		96
Geometric Control Sheet		1	50	50		4	16	30		
Detail Sheets	varies	2	40	80			20	30		30
Plan Sheets (Plan & Profile)	20	6	35	110		10	40	30		30
Plan & Profile Sheet for Intersection Improvement		2	40	80			20	20		40
Cross-section Drawings		22	15	330			40	80		210
Comment Review, Responses, & Resolution Meetings				16		4	4	8		
Quantities/Cost Estimate/Bid Specifications				20		4	8	8		
Quality Control				22		12		10		
Subtotal Roadway Items		45	20.8	934	0	34	172	322	406	0
5. UTILITY & RAILROAD COORD., UTILITY DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Utility Conflict Assessment/Documentation following INDOT guidelines		n/a		10			10			
Meetings with utility companies (1 mtgs./util. @ 7 utilities @ 1 persons @ 1 hr.)				7			7			
Railroad coordination/Documentation with INDOT RR staff				4			4			
Initial Notice Phase				24		4		8		12
Verification Phase				40		4		12		24
Conflict Analysis Phase				20		4		16		
Work Plans Phase				36		6		10		20
Agreement Phase				24		4		10		10
Utility Construction Phase				76		6		20		50
Fiber Conduit Detail Sheets & General Notes		1	24	24				4		20
Fiber Conduit Plan & Profile Sheets		6	20	120		10		40		70
Subtotal Utility Items		7		365	0	59	0	120	206	0
6. STRUCTURAL DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
General Plan and Elevation		2	30	60			8	16		12
Notes and Quantities		1	30	30			2	10		8
Typical Sections and Details		1	30	30			2	10		8
Comment Review, Responses, & Resolution Meetings				16		4	4	8		
Quantities/Cost Estimate/Bid Specifications				30		2	12	16		
Quality Control				24		8	8	8		
Subtotal Structural Items		4		190	0	26	60	76	28	0
7. DRAINAGE DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA

TEAM AZTEC
B-Line Extension Project
PROPOSED SHEET COUNT AND HOURS FOR PRELIMINARY DESIGN & ENVIRONMENTAL

Prepare Existing Conditions Base Map	20	7	2	14					14		
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		
Size Pipes/Ditches		n/a	n/a	16					16		
Storm Water Detail Sheets & General Notes		1	20	20			4			16	
Storm Water Plan & Profile Sheets	20	6	20	120			12	30		78	
Detention/Post Construction BMP Design		1	40	40			8	12		20	
Prepare Storm Water Management Plan and O&M Manual		n/a	n/a	25			15			10	
Prepare Hydraulic Memorandum (DA Maps, Ditch Capacity, Storm Pipe Capacity)		n/a	n/a	25			5			20	
Comment Review, Responses, & Resolution Meetings				16			4			12	
Quantities/Cost Estimate/Bid Specifications				20			2	8		10	
Quality Control				14			4			10	
Subtotal Drainage Items		15		374	0	10	52	146	166	0	

8. LANDSCAPING SERVICES											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Public Meeting Graphics (15% Design Completion)		n/a		38			12	10		16	
Preparation of Landscape/Trail Amenities Design Options		n/a		26			2	8		16	
Attend Formal Public Meeting (15% Design Completion)		n/a		2			2				
		n/a		0							
Public Meeting Graphics (80% Design Completion)		n/a		40			4			36	
Attend Public Outreach Meeting (80% Design Completion)		n/a		2			2				
Landscape Plan Sheets for MUP		4	12.0	48			4	4		40	
Landscape Plan Sheet for B-Line Ext.		1	40.0	40			4	4		32	
Landscape Detail Sheets		1	40.0	40			4	6		30	
Landscape Summary Sheet		1	20.0	20				4		16	
Comment Review, Responses, & Resolution Meetings		n/a		16				4		12	
Quantities/Cost Estimate/Bid Specifications		n/a		14			2	6		6	
Quality Control		n/a		14	2		4			8	
Subtotal Landscaping Items		7		300	2	0	40	46	212	0	

9. ENVIRONMENTAL SERVICES											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Prepare Red-Flag Investigation Report				40		8	24			8	
Public Involvement Plan incl letters and public exhibits				34			30				4
Assessment of historic properties and determination of National Register eligibility				36		12	20				4
Biological Assessment and Section 7 Consultation materials				40			32	8			
Prepare CE Level 2				46		6	20	20			
Historic Properties Report and Section 106 Consultation				60		16	24	20			
Prepare SWPPP & Rule 5 Application				80			20	20	20		20
Comment Review, Responses, & Resolution Meetings				16		8	8				
Quality Control				8		4		4			
Subtotal Environmental Items				360	0	54	178	72	28	28	

10. 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 (9 months @ 8 hours/month)				72	32						40
Additional Admin of Subs and Project Control (15 months @ 8 hours/month)				120	70						50
Subtotal General Administration Items				192	102	0	0	0	0	90	

SUMMARY OF HOURS											
TOTALS	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
		90		3169	123	222	567	878	1261	118	
				3169							



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with American Structurepoint for the 7th Street Multimodal Corridor Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 12/11/2018

Report: This project will install physically protected bicycle lanes on 7th Street, improve pedestrian facilities, and improve transit accessibility from the B-Line Trail to Woodlawn Avenue as part of the City's bicentennial bond package. American Structurepoint was selected from 6 firms that responded to a Request for Information to perform preliminary engineering services for this project. The total contract amount for these services is set at a not-to-exceed amount of \$338,019.

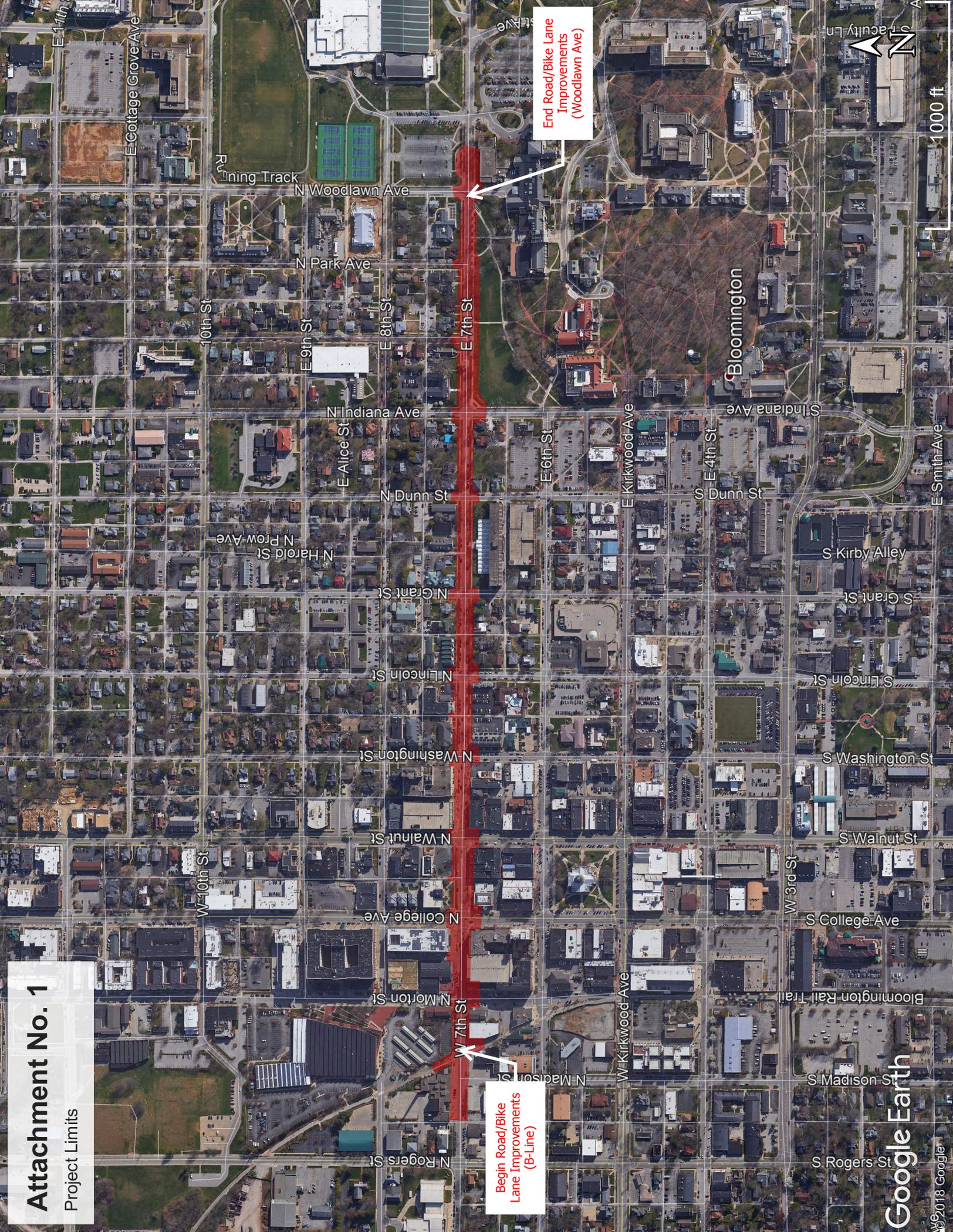
Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with American Structurepoint for the 7th Street Protected Bike Lane Project.

Recommend Approval Denial by Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	12/11/2018
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	2020

Attachment No. 1

Project Limits



End Road/Bike Lane Improvements (Woodlawn Ave)

Begin Road/Bike Lane Improvements (B-Line)

PROJECT NAME: 7th Street Protected Bike Lane Improvements

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 11th day of December, 2018, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and American Structurepoint, Inc., (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 7th Street Protected Bike Lane Improvements from B-Line to Woodlawn Ave; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including project management, 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, pavement design, and traffic study services; 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: 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 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 Three Hundred Thirty Eight Thousand, Nineteen Dollars (**\$338,019**). 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.

If Consultant for any reason is not allowed to complete all the services called for by this Agreement, the Consultant shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by the Consultant if used, reused, changed or completed by the Board or by another party. Accordingly, the Board agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change, or completion by any other party of any construction documents prepared by the Consultant.

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 upon payment in full of all monies due. 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, Indiana 47404

Consultant:

American Structurepoint, Inc.
Attn: Willis R. Conner
7260 Shadeland Station
Indianapolis, Indiana 46256

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.

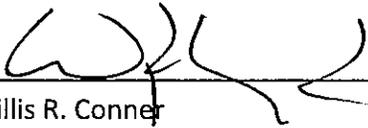
Owner

Consultant

City of Bloomington
Board of Public Works

American Structurepoint, Inc.

By: _____
Kyla Cox Deckard, President



Willis R. Conner
President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

The CONSULTANT shall be responsible for performing the following activities:

A. GENERAL

The CONSULTANT shall provide engineering and prepare road and traffic design plans, preliminary opinions of probable construction cost, and other submittal documents following the City of Bloomington, Indiana supplemented with the INDOT Design Manual 2013 version (current) and revisions thereto, for the improvements of 7th Street from B-Line to Woodlawn Ave, all in the City of Bloomington, Monroe County, IN.

B. PROJECT MANAGEMENT

The CONSULTANT shall coordinate and manage the efforts of subconsultants. The CONSULTANT shall assemble all final documents provided by the subconsultants into one set of final documents delivered to the OWNER. The CONSULTANT shall provide monthly progress reports to the client, and attend quarterly meetings with the client for the duration of the project design. The CONSULTANT shall provide quality assurance of all documents provided by the subconsultants.

C. TOPOGRAPHIC SURVEY

1. The CONSULTANT shall provide the field survey required for preparation of design plans in conformance with the requirements of Chapter 106 of the Indiana Department of Transportation (INDOT) Design Manual (Survey Manual).
2. The survey limits are generally described below:
 - a. Along 7th Street from 300 linear feet west of B-Line to 200 linear feet east of Woodlawn Avenue with a total length of not more than 4,350 linear feet. The survey corridor width shall be from south building face to north building face for the entire length of the corridor.
 - b. No more than an additional 50 linear feet (beyond building face to building face) along Public Street Approaches, alleys, and private drives for the length of 7th Street.
3. The CONSULTANT shall make a request through the Indiana Underground Plant Protection Service as provided by Indiana Code 8-1-26 to have public utilities marked within the public rights-of-way and recorded easements. The CONSULTANT will not be responsible for damages resulting from a utility company who does not respond or for utilities that are not marked or that are mismarked.

D. ROAD DESIGN AND PLAN DEVELOPMENT

1. The CONSULTANT shall prepare Stage 1 (30%), Preliminary Field Check (50%), Stage 3 (90%), and Final Tracings (100%) plans, special provisions for the specifications, and opinions of

probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets*, NACTO's Urban Bikeway Design Guide, and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any, as well as City of Bloomington. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the Owner, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

- a. The road design limits are generally described as follows:
 - i) Along 7th Street from B-Line to Woodlawn Avenue, with a total length of not more than 3,850 linear feet.
 - ii) No more than 50 linear feet from a 7th Street thru travel lane for all public street approaches, alleys, and private drives, as shown in Attachment No. 1. The road design limits will not extend beyond public right-of-way for private approaches.
- b. The anticipated project design scope is described below:
 - i) 3,850 linear feet of general road design with a roadway typical section anticipated to include:
 - (a) (2) 10'-11' travel lanes**
 - (b) 7'-8' parking lane along the north side of 7th Street**
 - (c) 2' curbing for protected bike lane**
 - (d) 10' two-way bike lanes along the south side of 7th Street**
 - (e) New curb and gutter along the south side of 7th Street for widened roadway to accommodate the protected bike lanes.**The width of these roadway design items will be determined during the Stage 1 design phase.

The CONSULTANT will work with the city during the conceptual design phase of the project to identify and evaluate key design elements and variations for each design element in order to determine the most desirable outcome for the project. This exercise will be performed for multiple design elements (travel lane widths, parking lane width and location, bus stop locations, and bike lane widths to name a few) for the entire project length. This exercise will be limited to the conceptual design phase only.
 - ii) Intersection improvements based on traffic analysis recommendations.
 - iii) Resurfacing of 7th Street for the entire project length and up to the end of the curb returns (i.e. radii) at public street approaches and alleys.

- iv) Storm Sewer Inlet and Roadway Spread Design for the widening of 7th Street and introduction of protected bike lane curb (does not include storm sewer system analysis, detention, and/or storm water quality design).
- v) Pedestrian landings/islands and bike lanes at a maximum of 5 Bloomington Transit bus stops, all on the south side of 7th Street.
- vi) ADA compliant bus stops and curb bumpouts at key locations, at a maximum of 6 Bloomington Transit bus stops, all on the north side of 7th Street.
- vii) Sidewalk and curb ramp construction along the south side of 7th Street for the entire length of the project as necessary to widen 7th Street for the protected bike lane and as necessary for the south side ramps to correspond to the north side ramps.
- viii) Curb ramp construction on the north side of 7th Street at public street approaches, as necessary to correspond with the widening and curb ramps being constructed on the south side of 7th Street.
- ix) Intersection treatments through intersections to delineate bike lanes including but not limited to colored pavement and additional signage.

2. The CONSULTANT will schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (50 percent complete plans) during the design phase.

The pavement section for the widening of 7th Street is assumed to be 1.5-in. of HMA Asphalt on 6-in. of concrete, without reinforcement (i.e. sawn joints only), on subgrade treatment (compacted aggregate).

Any changes to the design elements listed directly below, after acceptance of the Stage 1 (30%) Plans, will be considered outside the scope of services and will be subject to additional fee.

- Roadway Alignment
- Roadway Typical Section(s)

E. TRAFFIC ANALYSIS

Traffic (Turning Movement) Counts

- Traffic counts to be provided by City of Bloomington.
- If traffic counts are unavailable, ASI can provide for an additional fee.

Parking Review

ASI will review parking study reports as provided by the City. ASI will not be performing any additional parking evaluations or analysis, but will perform the following tasks:

- Identify impacts to parking resulting from the reconfiguration of the roadway/shifting of lanes.

- Assist the City with a mitigation strategy to minimize the overall impact to/loss of available parking.

Intersection Capacity Analysis & Warrants Analysis

The capacity of all signalized and all AWCS (all-way stop-controlled) intersections (9 total intersections) will be evaluated based on provided data using appropriate analysis/modeling software. This will better ensure that intersection designs will be adequate for the likely traffic on the reconfigured roadway.

TWSC/AWSC Intersection Analysis

Of the 11 intersections along this corridor, 7 are all-way stop-controlled. Of the remaining 4, two are signalized, and the remaining 2 are minor-street stop-controlled only. ASI will perform the following tasks:

- Excluding the intersection of 7th Street & Woodlawn, the existing AWSC intersections will be analyzed to determine the most appropriate traffic control (TWSC vs. AWSC) as well the necessary lane configurations to achieve an optimal result.
- This analysis will be based upon the capacity analyses performed utilizing the new turning movement counts.

Traffic Signal Modifications

The traffic signals at the intersections of 7th/Walnut and 7th/College will require modifications to accommodate the new protected bike lane. ASI will perform the following tasks:

- Obtain and review traffic signal plans for the study intersections.
- Utilize data previously collected as part of ASI's traffic signal retiming project (such as signal timings, and other relevant data as appropriate) for the study intersections.
- Obtain survey and supplement with a field visit as necessary to serve as the basis for design of improvements.
- Develop traffic signal modification plans, including the addition of bicycle signal heads, engineer's estimates, and special provisions.

Deliverables

The CONSULTANT will provide the following deliverables.

- Draft & final traffic analysis memorandum detailing the findings of the intersection analyses, the signal warrant analyses, and the stop-control warrant analyses.

F. TRAFFIC SIGNAL MODIFICATIONS DESIGN

The traffic signals at the intersections of 7th/Walnut and 7th/College will require modifications to accommodate the new protected bike lane. ASI will perform the following tasks:

- Obtain and review traffic signal plans for the study intersections.
- Utilize data previously collected as part of ASI's traffic signal retiming project (such as signal timings, and other relevant data as appropriate) for the study intersections.
- Obtain survey and supplement with a field visit as necessary to serve as the basis for design of improvements.
- Develop traffic signal modification plans, engineer's estimates, and special provisions.
- Submit for review and approval.

G. ROADWAY LIGHTING EVALUATION

The Engineer shall evaluate the photometrics along 7th Street between the B-Line Trail and Woodlawn Avenue to identify a recommended lighting configuration for the proposed roadway. The Engineer will coordinate with the City to identify a preferred pole/fixture combination. A cost estimate of the recommended lighting configuration will be prepared based on conceptual design. The analysis results, cost estimate and recommendations will be provided in a summary memorandum.

H. UTILITY COORDINATION

The CONSULTANT shall provide coordination necessary to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with Indiana Design Manual Chapter 104 and 105 IAC 13.

I. RULE 5 PERMIT

The CONSULTANT shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Indiana Department of Environmental Management Notice of Intent for construction.

J. MEETINGS

The CONSULTANT shall, as needed, make arrangements for and attend meetings in cooperation with the Owner, local officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. The CONSULTANT will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One plan review meeting at each plan development stage (30%, 50%)
2. Two meetings with project stakeholders
3. Two public information meetings
4. One meeting with utilities in addition to the field check

K. BIDDING PHASE SERVICES

The services for this phase will include issuing addenda as appropriate, attending the pre-bid conference, and answering contractor questions. This scope assumes the City of Bloomington will prepare the contract book for bidders, including but not limited to all bidder information, front end contract documents, and specifications unique to the City of Bloomington.

L. SUBCONSULTANT CONCEPTUAL PLANNING, DESIGN, PUBLIC INVOLVEMENT, AND QCQA SERVICES

The CONSULTANT shall engage a bike lane design Subconsultant to aide in the Conceptual Planning and Design of the project. The Subconsultant will also be included in the public involvement for the

project, as well as provide QC/QA assistance for the final plan submittal stages. The general scope of Subconsultant services is attached as Exhibit H.

M. CONSTRUCTION PHASE DESIGN SERVICES

1. The CONSULTANT shall review all shop drawings for this Agreement during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The Engineer's review will be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
2. Following the award of a construction contract, the Engineer will be responsible for attending the preconstruction meeting.
3. During the course of construction, the Engineer shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the Engineer's plans. All such inquiries will be made only by persons designated by the Owner to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The Engineer shall not be required to respond to inquiries by persons other than the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
4. As needed and directed by the Owner, the Engineer shall perform construction-phase utility coordination services.

N. DELIVERABLES

Upon completion and final approval of the services by the Owner, the CONSULTANT shall deliver to the Owner the following.

For Final Road and Traffic Plans:

1. One (1) set of final approved tracings of the contract plans drawn to a suitable scale on standard 22" x 34" sheets.
2. Two (2) set of plans sheets in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) and electronic computer-aided design (CAD) files in GIS (State Plane Coordinates, Indiana West Zone, NAD83 projection on CD-ROM. CAD files shall be in AutoCAD 2012 format. The labeling on the submitted electronic media shall include the following:

- The Project Name
 - The CONSULTANT's company name and address
 - The date of submittal
 - The file formats used
 - An Index to all included sheet (files) indicating which file name equals which drawing name
3. One (1) set of Special Provisions for the Specifications
 4. One (1) copy of the opinion of probable construction cost

Additional general data shall be issued at the mutual agreement of the CONSULTANT and the Owner. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.

O. EXCLUDED SERVICES

The following items are excluded from the scope of services unless requested by the Owner and will be subject to additional fee if requested.

- Pavement Design
- Landscape and/or Streetscape Design
- Right-of-Way Engineering Services
- Land Acquisition Services
- Sanitary Sewer Design
- Water Main Design
- Wetland or Tree Mitigation Design
- Noise wall Design
- Bid review and recommendation for awarding construction contract
- Engineering assessment (including alternatives analysis)
- Utility Relocation Design
- Environmental Services
- Geotechnical Investigation Services
- Subsurface Utility Engineering Services
- Roadway Lighting Design (recommendations only)
- Additional Meetings beyond what is included
- Traffic Analysis to convert 7th Street to a one-way street
- Signal Warrant Analysis

**EXHIBIT B
COMPENSATION**

This project is to be conducted on a Lump Sum and hourly basis with an agreed Maximum Cost of Three Hundred Thirty Eight Thousand, Nineteen Dollars (**\$338,019**). The total agreed Maximum Lump Sum amount of Three Hundred Nineteen Thousand, Three Hundred Ninety Nine Dollars (**\$319,399**) shall not be exceeded without written approval from the City.

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete in accordance with the following fee schedule:

7th Street Protected Bike Lane Improvements

Project Management	\$15,720
Topographic Survey	\$57,830
Road Design and Plan Development.....	\$118,290
Traffic Analysis	\$18,130
Traffic Signal Modifications Design.....	\$16,320
Roadway Lighting Evaluation	\$6,520
Utility Coordination.....	\$12,500
Rule 5 Permit.....	\$7,840
Meetings	\$29,980
Subconsultant Conceptual Planning, Design, Public Involvement, and QC/QA Services....	\$36,269

For Bidding Phase Services and construction phase services, the CONSULTANT will be compensated on a wage schedule basis. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the rates shown in Exhibit G, and direct non-salary costs as approved by the OWNER. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed eighteen thousand six hundred twenty dollars (\$18,620) unless and until a supplemental agreement is executed.

**EXHIBIT C
ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED COMPLETION	COMMENTS
Notice to Proceed (NTP)	December 2018	
Survey	On or before March 15, 2019	
Traffic Analysis	March 2019	
Stage 1 (30%) Plans	May 2019	
Preliminary Field Check Plans (50%)	June/July 2019	
Stage 3 (90%) Plans	October 2019	
Final Tracings (100%)	December 2019	
Project Letting	January/February 2020	Scheduled by City

Note: The above schedule is based on receiving NTP in 2018. Receipt of NTP after 2018 will result in a delay to the project schedule shown.

**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 in Charge	Mike McBride, PE
QC/QA Manager	Hardik Shah, PE, PTOE
Project Manager	Nicholas Murphy, PE
Bike Path Designer	Jeremy Chapman, PhD, PE, PTOE, JD
Surveyor	Jeff Douglas, PS
Subconsultant (Toole Design) Project Manager	Sagar Onta, PE, PTOE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

1. The undersigned is the Vice President of American Structurepoint, Inc.
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.

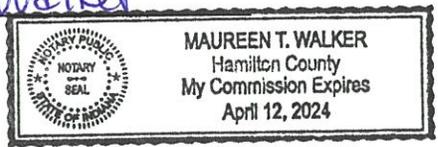
Cash E. Canfield
Cash E. Canfield
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Cash E. Canfield and acknowledged the execution of the foregoing this 30th day of November, 2018.

Maureen T. Walker
Notary Public
Maureen T. Walker
Printed name

My Commission Expires: April 12, 2024
County of Residence: Hamilton



**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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 30th day of November, 2018.

American Structurepoint, Inc.
(Name of Organization)

By: *Cash E. Canfield*
Cash E. Canfield
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me this 30th day of November, 2018

Maureen T. Walker
Notary Public
Maureen T. Walker
Printed name

My Commission Expires: *April 12, 2024*
County of Residence: *Hamilton*

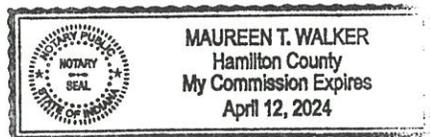


EXHIBIT H

Toole Design Scope and Fee for

7th Street Protected Bike Lane Engineering Services

Bloomington, IN

November 27, 2018

Project Description

The City of Bloomington (City) is seeking engineering services to prepare conceptual design, public engagement and final design drawings for the 7th Street Protected Bike Lane project in downtown Bloomington. The project aims to provide a safe and comfortable two-way bicycle facility from B-Line to Woodlawn Street, traversing several signalized and unsignalized intersections, alleyways, driveways and adjacent to on-street parking.

Toole Design will support the American Structurepoint project team by providing following services:

Task 1 Project Management

- Participate in one kick-off meeting call
- Prepare monthly progress report and invoicing

Task 2 Conceptual Planning and Design

Toole Design will support the project team in preparing the conceptual design of the 7th Street corridor by providing the following services:

- Prepare a design memorandum identifying key design parameters and standard treatments at intersections, driveways and alleyways.
- Obtain topographical survey from the project team to layout the two-way protected bike lane concept. Confirm that the survey include:
 - Survey control points and recorded right-of-way
 - Topographical contours
 - Sidewalk widths, tree lawn, amenities and furnishing zone
 - Trees and street light locations, on-street parking meters
 - Curbs and ADA ramps
 - Stormwater drain catch basin locations
 - Utilities, including stormwater, gas, sewer, water, electricity, fiber optics, etc.
 - Traffic signal poles, traffic controller cabinet
 - Pavement markings and signs
- Layout the two-way protected bike lane concept in CAD and submit it to the project team. The conceptual plans will identify:
 - Bicycle lane, buffer and vehicular travel lane widths
 - Approach clear space required to improve visibility of bicyclists from right-turning vehicles
 - Intersection sight distance of the bicyclists from side-streets, driveways and alleys
 - Bus stop locations and improvements, as needed
 - ADA ramp improvements, as needed
 - Stormwater drainage improvements, as needed

EXHIBIT H

- Number of parking spaces impacted
- Recommendations for driveway closures
- Propose bicycle signal and phasing changes at signalized intersection
- Additional streetscape features, such as possible landscaped areas
- Participate in up to two conference calls with the project team and/or city staff to review the design concept

Deliverables:

- Design memorandum with key design features and recommendations (PDF format)
- Review of topographical survey and basemap
- Concept layout for the two-way protected bike lane (CAD)
- Two conference calls

Task 3 Public Involvement

Toole Design will assist the project team in preparing graphics for up to two meetings for the project. Two Toole Design staff will plan to travel to Bloomington to participate in one of the two meetings. Plotting and printing will be completed by American Structurepoint.

Deliverables:

- Assistance with up to three graphics for the project meetings
- Two, in person staff at one public meeting

Task 4 Quality Assurance/Quality Control Assistance

The purpose of this task is to assist American Structurepoint in producing the final design plans that meet the latest bicycle design guidance and practice. As such, Toole Design will:

- Participate in up to one project conference call to discuss design elements and issues, with American Structurepoint and/or City staff. Conduct one set of review per submittal and provide redline comments on the draft submittals. Two sets of submittals (60% and 90%) for the project are assumed for review. Draft submittals must be received at least 2 weeks prior to due date to provide adequate review time for updates.

Deliverables:

- QAQC for up to two project submittals (50% and 90%)
- One conference call

<u>Additives</u>	<u>% Add On</u>	<u>Select</u>	<u>Base =</u> 7.00%
Complexity			
Low	0.0		
Low/Mid	0.5		
Mid	1.0		
Mid/High	1.5	x	
High	2.0		1.50%
Cost			
>\$10,000,000	0.0		
>\$2,000,000 & <=\$10,000,000	0.5		
>\$500,000 & <=\$2,000,000	1.0	x	
<=\$500,000	1.5		1.00%
Duration			
<3 years	0.0	x	
>=3 years & <5 years	0.3		
>=5 years	0.7		0.00%
Overhead			
>190%	0.0		
>180% & <=190%	0.7		
>160% & <=180%	1.4	x	
>120% & <=160%	2.1		
<=120%	2.8		1.40%
		Calculated Total	10.90%
Minimum Possible Rate 7.0%			
Maximum Possible Rate 14.0%			

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Project Management

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)				TOTAL
	Principal	Project Manager	Senior Engineer		
Monthly Progress Reports (assume 12 months)	0	12	0		12
Quarterly Meeting (assume 4)	20	20	0		40
30% Design Subconsultant Coord.	2	4	4		10
50% Design Subconsultant Coord.	2	4	4		10
90% Design Subconsultant Coord.	2	4	4		10
TOTAL HOURS	26	44	12		82
WEIGHTED HOURLY RATE	\$206.59	\$188.37	\$145.27		
DIRECT SALARY COST	\$5,371.34	\$8,288.28	\$1,743.24		\$15,402.86
DIRECT COSTS (See Below)					\$309.20
TOTAL FEE					\$15,720.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540	480	\$259.20
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Exhibits	\$5.00	8	\$40.00
Copies	\$0.10	100	\$10.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$309.20

AMERICAN STRUCTUREPOINT, INC.
7th Street Bike Lane (Bloomington, IN)
MANHOOR JUSTIFICATION

7th Street Bike Lane
 Bloomington, Indiana

November 27, 2018

DESCRIPTION: Field Survey

WORK CLASSIFICATION	ESTIMATED TIME					TOTAL
	Land Surveyor	Survey Crew Member (P.C.)	Survey Crew Member (I.M.)	Property Researcher	Senior Technician	
RESEARCH (Monroe County)						
Assessor/Auditor Maps				1		
Owners Names & Addresses				3		
Deeds & Recorded Surveys				12		
Section Corner Ties				1		
Utility Maps				1		
Record LCRSP				5		
Coordination	2					
SURVEY NOTICES						
Prepare Mailings				3		
Coordination	1					
UTILITY COORDINATION						
Utility Call In				2		
Onsite Meeting		3	3			
Coordination	1					
SURVEY CONTROL						
Set & Reference Control Points		8	8		10	
GPS Control		8	8			
Bench Circuit and TBM's		10	10			
Coordination	2					
SECTION CORNER-TIE-IN						
GPS Section Corners		6	6			
Reference Section Corners		5	5		4	
Coordination	4					
ROUTE TOPOGRAPHIC SURVEY FROM FACE BUILDING TO FACE OF BUILDING						
7th Street (+/-4,300)		80	80			
19 alley & street intersections + 50' beyond building		32	32			
Coordination	6					
UTILITIES, SEWERS & DRAIN PIPES						
Utilities & Inverts		40	40		32	
Coordination	4					
COMPUTATIONS						
Property & Right of Way Line Computations	64					
Plot Survey Data					32	
Route Survey Plat	24				18	
SKELETON FIELD BOOK						
	10	4				
TOTAL HOURS	118	196	192	28	96	
HOURLY RATE	\$ 138.45	\$ 66.06	\$ 66.06	\$ 89.27	\$ 119.35	
SUB TOTAL	\$ 16,337.10	\$ 12,947.76	\$ 12,683.52	\$ 2,499.56	\$ 11,457.60	\$ 55,925.54
DIRECT COST						\$ 1,899.60
TOTAL FEE						\$ 57,830.00

Direct Costs	
Mileage 27 trips x 120 miles x 0.54/mile =	\$ 1,749.60
Recorders Copies	\$ 100.00
LCRSP Recording Fee	\$ 50.00
	\$ 1,899.60

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Road Design

06-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Stage 1 Plans (30% complete)						
Coordinate Field Survey	3	1	1	0	4	9
Compile Field Survey Data	0	0	0	0	4	4
Generate Existing Ground Model	0	0	0	0	4	4
Plot and Check Topo	3	0	0	3	3	9
Plot and Check Cross Sections	0	0	1	1	5	7
Develop and check Title Sheet	0	0	0	1	1	2
Develop and check Index Sheet	0	0	0	1	1	2
Develop Typical Sections	0	3	3	5	4	15
Level One Checklist	0	1	1	3	0	5
Verify Design Criteria	1	1	1	0	0	3
Conceptual Design Iterations	24	40	40	40	40	184
Intersection Layouts	0	1	3	4	3	11
Develop Plan & Profile Sheets	0	1	3	5	11	20
Check Plan & Profile Sheets	0	1	1	0	0	2
Determine Project Limits	1	1	1	1	1	5
Generate Preliminary Proposed Ground Model	0	0	0	0	5	5
Develop Cross Sections	0	1	3	5	6	15
Preliminary Sight Distance Computations	0	1	5	3	0	9
Existing Drainage on Cross Sections	0	0	1	1	3	5
Preliminary Storm Sewer Drainage Design	0	3	5	11	0	19
Preliminary Quantity Computations	0	1	3	11	0	15
Preliminary Cost Estimate	1	1	1	1	0	4
Prepare Submittal Packet	0	0	1	1	1	3
Plot 30% Plans	0	0	0	0	1	1
Submit 30% Plans	0	0	0	0	0	0
QC/QA Plans before Submittal	1	3	0	0	3	7
Subtotal	34	60	74	97	100	365
Preliminary Field Check Plans (50% complete)						
Updates from Stage 1 Plans	1	1	3	3	3	11
Update and check Index Sheet	0	0	0	0	0	0
Update Typical Sections	0	1	1	1	3	6
Level One Checklist	0	0	0	0	0	0
Update Plan & Profile Sheets	0	1	1	1	3	6
Check Plan & Profile Sheets	1	1	0	0	0	2
Develop Preliminary Construction Detail Sheets	1	1	3	5	13	23
Preliminary Bus Stop Design	2	4	4	4	8	22
Update Cross Sections	0	1	2	4	6	13
Finalize Sight Distance Computations	0	0	1	3	0	4
Storm Water Inlet Drainage Design	0	3	8	11	0	22
Preliminary Drainage on Plans	0	1	2	3	8	14
Check Preliminary Drainage	0	1	0	0	0	1
Preliminary Driveway Design	0	0	1	5	1	7
Preliminary MOT Design	0	2	8	11	13	34
Update Quantity Computations	0	0	3	11	0	14
Cost Estimate	0	0	1	1	0	2
Prepare Submittal Packet	0	0	0	0	0	0
Plot 50% Plans	0	0	0	0	0	0
Submit 50% Plans	0	0	0	0	0	0
Hold Field Check	1	1	1	0	0	3
QC/QA Plans	2	4	3	3	1	13
Subtotal	8	22	42	66	59	197

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Road Design

06-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Final Plans (90% complete)						
Revisions from Preliminary Plans	1	3	3	13	13	33
Update Typical Section Sheets	0	1	2	3	4	10
Final Plan and Profile Sheets	0	1	2	3	6	12
Final Construction Detail Sheets	1	1	3	5	9	19
Develop Spot Elevation Sheets	0	1	2	9	5	17
Curb Ramp Details	1	3	5	5	13	27
Finalize Bus Stop Design	2	4	8	8	16	38
Erosion Control Design	0	1	3	6	2	12
Erosion Control on Plans	0	1	2	2	6	11
Public Road & Drives Approach Design	0	1	2	6	8	17
Approaches on Plans	0	1	1	3	6	11
Maintenance of Traffic Design	1	2	3	16	9	31
Finalize Drainage	0	1	5	9	3	18
Inventory and Evaluate Existing Signs	0	1	1	3	0	5
Pavement Marking Design	0	1	2	6	2	11
Develop Pavement Marking Plans	0	1	1	2	3	7
Develop Sheet Signing Plans and Details	0	1	1	2	3	7
Develop Structure Data Table	0	1	2	6	2	11
Upgrade Cross Section Sheets	0	1	3	12	12	28
Underdrain Design	0	1	1	3	0	5
Final Approach Design & Tables	0	1	1	3	3	8
Final Pipe Material Sheets	0	0	1	1	1	3
Final Misc. Tables	0	1	1	1	1	4
Final Quantity Book	0	2	3	11	0	16
Check Final Quantities	0	6	3	11	0	20
Final Construction Cost Estimate	1	1	1	3	0	6
Develop Unique Special Provisions	4	2	4	0	0	10
Submittal Packet for Final Plans	0	2	2	0	0	4
Final QC/QA Plans and Design	3	5	0	0	0	8
Submit Final Plans	0	1	1	1	1	4
Subtotal	14	49	69	153	128	413
Final Package / Tracings 100%						
Submittal Packet for Final Package	0	1	2	2	3	8
Final QC/QA Plans and Design	1	6	6	0	0	13
Submit Final Package	1	1	1	0	1	4
Final Plan Revisions	1	1	2	8	8	20
Final Package Preparation	1	1	1	1	2	6
Subtotal	4	10	12	11	14	51
TOTAL HOURS	60	141	197	327	301	1026
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$11,302.20	\$20,483.07	\$23,161.29	\$27,418.95	\$35,924.35	\$118,289.86
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$118,290.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$0.00

**AMERICAN STRUCTUREPOINT, INC.
MANHOOR JUSTIFICATION**

**7th Street from the B-Line Trail to Woodlawn Ave in Bloomington, IN
Traffic Analysis Services**

WORK CLASSIFICATION	Senior Engineer	Project Engineer	Design/Staff Engineer	Senior Technician	TOTAL
Traffic count processing (counts by others)	1		8		9
Parking Review	6	20			
Intersection capacity analysis	2	16			18
Stop control warrant analysis	2	6			8
Signal modifications (total for both signals)	8	64		64	136
Coordination with the City	16				16
Draft memorandum	2	8	24		34
QA/QC	8	8	8	8	32
Final memorandum	1	4	12		17
TOTAL HOURS	46	126	52	72	296
BILLING RATE	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$6,682.42	\$14,813.82	\$4,360.20	\$8,593.20	\$34,449.64
DIRECT COSTS					\$0.00
TOTAL FEE					\$34,450.00

Direct Costs	
Travel Time	\$ -
Geotechnical borings/recommendations for signal foundations	\$ -
Total	\$ -

**AMERICAN STRUCTUREPOINT, INC.
MANHOUR JUSTIFICATION**

**7th Street from the B-Line Trail to Woodlawn Ave in Bloomington, IN
Roadway Lighting Design**

WORK CLASSIFICATION	Senior Engineer	Project Engineer	Design/Staff Engineer	Senior Technician	TOTAL
Photometrics of Existing Conditions	0	0		0	0
Photometrics of Proposed Road with Recommended Light Poles	2	18		2	22
Conceptual design for Cost Estimate	2	6		2	10
Coordination with the City	6				6
Cost Estimate	2	2			4
Summary Memo	2	6		2	10
					0
TOTAL HOURS	14	32	0	6	52
BILLING RATE	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$2,033.78	\$3,762.24	\$0.00	\$716.10	\$6,512.12
DIRECT COSTS					
TOTAL FEE					\$6,520.00

Direct Costs	
Travel Time	\$ -
Geotechnical borings/recommendations for signal foundations	\$ -
Total	\$ -

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Utility Coordination

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Utility Coordination Services						
Prepare and Distribute Initial Notices	1	1	0	2	0	4
Prepare and Distribute Existing Plans for Verification	1	1	0	0	2	4
Prepare and Distribute Preliminary Field Check Plans	1	2	0	0	2	5
Review Construction Plans for Utility Conflicts	2	8	0	0	0	10
Prepare and Distribute preliminary final plans	0	0	0	0	2	2
Conduct Utility Coordination Meeting	8	0	8	0	1	17
Review Relocation Plans	2	8	0	0	0	10
Review Written Work Plans	0	2	4	0	0	6
Review Cost Estimates	1	2	2	0	0	5
Prepare and Process Reimbursement Agreements	0	0	0	0	0	0
Coordinate with City to issue NTP	2	0	2	0	0	4
Prepare Utility Special Provision	2	0	2	0	0	4
Track Utility Coordination process steps	8	0	4	0	0	12
TOTAL HOURS	28	24	22	2	7	83
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$5,274.36	\$3,486.48	\$2,586.54	\$167.70	\$835.45	\$12,350.53
DIRECT COSTS (See Below)						\$139.60
TOTAL FEE						\$12,500.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540	240	\$129.60
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	100	\$10.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$139.60

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Rule 5 Permit

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)				TOTAL
	Project Manager	Project Engineer	Staff Engineer	Senior Technician	
Prepare SWPPP Permit	4		32		36
Coordinate SWPPP Permit	4		2		6
Submittal to agencies	1		2		3
QC/QA Stormwater Pollution Prevention Plan	4		4		8
Coordinate and Prepare Advertisement	1	2			3
Develop NOI for submittal	1	2			3
Coordinate Rule 5 NOI	1	2			3
Submit Rule 5 Plans	2			2	4
TOTAL HOURS	18	6	40	2	66
WEIGHTED HOURLY RATE	\$188.37	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$3,390.66	\$705.42	\$3,354.00	\$238.70	\$7,688.78
DIRECT COSTS (See Below)					\$150.00
TOTAL FEE					\$7,840.00

	Unit Cost	Quantity	Cost
IDEM Permit Fee	\$100.000	1	\$100.00
Shipping	LSUM	1	\$50.00
Meals	\$26.00	0	\$0.00
Advertisement	\$200.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
		TOTAL =	\$150.00

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Meetings

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)				TOTAL
	Project Manager	Senior Engineer	Project Engineer		
Plan Review Meetings (2 Total)	9	9	0		18
Project Stakeholder Meetings (2 Total)	9	9	0		18
Project Stakeholder Meeting Prep.	8	8	0		16
Meeting Minutes from each meeting	3	6	0		9
Public Information Meetings (2 Total)	16	16	16		48
Public Information Meetings Prep.	16	16	40		72
Additional Utility Meeting	5	5	0		10
TOTAL HOURS	66	69	56		191
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57		
DIRECT SALARY COST	\$12,432.42	\$10,023.63	\$6,583.92		\$29,039.97
DIRECT COSTS (See Below)					\$933.60
TOTAL FEE					\$29,980.00

Total # of Meetings = 7

	Unit Cost	Quantity	Cost
Mileage	\$0.540	840	\$453.60
Shipping	LSUM		\$0.00
Meals	\$26.00		\$0.00
Lodging	\$89.00		\$0.00
Copies	\$1.50	70	\$105.00
Exhibits	\$5.00	35	\$175.00
Advertisements	\$100.00	2	\$200.00
		TOTAL =	\$933.60

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane
Description: Bidding Phase Services

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Bidding Phase Services						
Answer questions and Issue Addendums	8	8	0	8	8	
Attend Pre-Bid Meeting	5	5	0	0	0	
TOTAL HOURS	13	13	0	8	8	42
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$2,448.81	\$1,888.51	\$0.00	\$670.80	\$954.80	\$5,962.92
DIRECT COSTS (See Below)						\$74.80
TOTAL FEE						\$6,040.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540	120	\$64.80
Shipping	LSUM		\$0.00
Meals	\$26.00		\$0.00
Lodging	\$89.00		\$0.00
Blueprints	\$1.50		\$0.00
Copies	\$0.10	100	\$10.00
Mylars	\$3.50		\$0.00
		TOTAL =	\$74.80

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Construction Phase Design Services

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Post Design Services						
Road	16	16	8		8	
Traffic	16	16	8		8	
TOTAL HOURS	32	32	8	0	8	80
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$6,027.84	\$4,648.64	\$940.56	\$0.00	\$954.80	\$12,571.84
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$12,580.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540		\$0.00
Shipping	LSUM		\$0.00
Meals	\$26.00		\$0.00
Lodging	\$89.00		\$0.00
Blueprints	\$1.50		\$0.00
Copies	\$0.10		\$0.00
Mylars	\$3.50		\$0.00
		TOTAL =	\$0.00

	Staff Role	Shipps PIC	Onta PM	Coleman Deputy PM	Ray Urban Designer	Kurtis/Sharrow Designer	Humphrey Design QC		
Max direct rate through 2020		59.43	\$62.31	\$37.01	\$51.60	\$32.42	\$54.02		
Current Overhead 157.40		93.54	98.08	58.25	81.22	51.03	85.03		
Burdened rate		152.97	160.39	95.26	132.82	83.45	139.05		
Fee/Profit 11.60		17.74	18.60	11.05	15.41	9.68	16.13	TOTAL	TOTAL
Billing Rate		170.72	178.99	106.31	148.23	93.13	155.18	HOURS	BUDGET
TASK 1 - Project Kick-off and Management		0	10	0	0	0	0	10	\$ 1,790
1.1 Kick-off Meeting			4					4	\$ 716
1.2 Progress Reports & Invoicing			6					6	\$ 1,074
TASK 2 - Conceptual Design		2	16	56	2	92	20	188	\$ 21,127
2.1 Design Memo			2	14			4	20	\$ 2,467
2.2 Obtain survey and layout sheets				4		12		16	\$ 1,543
2.3 Conceptual layout			6	32	2	80	12	132	\$ 14,085
2.4 QAQC concept		2	4				4	10	\$ 1,678
2.5 Project coordination call (2)			4	6				10	\$ 1,354
TASK 3 - Outreach and Community Engagement		1	18	28	0	24	0	71	\$ 8,604
3.1 Prepare graphics (3)		1	2	4		24		31	\$ 3,189
3.2 Prepare/participate in public meeting (1)			16	24				40	\$ 5,415
TASK 4 - QAQC Assistance		0	6	18	0	0	4	28	\$ 3,608
4.1 Project coordination call (1)			2	2				4	\$ 571
4.2 Review design submittals (2)			4	16			4	24	\$ 3,038
DIRECT EXPENSES (mailing, printing, travel)									\$ 1,140
TOTAL LABOR		3	50	102	2	116	24	297	\$ 35,129
TOTAL BUDGET		\$512	\$8,950	\$10,844	\$296	\$10,803	\$3,724		\$ 36,269

**INDOT Consultant Contracts
Profit Calculation Worksheet
Toole Design**

12/13/10

<u>Additives</u>	<u>% Add On</u>	<u>Select</u>	<u>Base =</u> 7.00%
Complexity			
Low	0.0		
Low/Mid	0.5		
Mid	1.0		
Mid/High	1.5	x	
High	2.0		1.50%
Cost			
>\$10,000,000	0.0		
>\$2,000,000 & <=\$10,000,000	0.5		
>\$500,000 & <=\$2,000,000	1.0	x	
<=\$500,000	1.5		1.00%
Duration			
<3 years	0.0	x	
>=3 years & <5 years	0.3		
>=5 years	0.7		0.00%
Overhead			
>190%	0.0		
>180% & <=190%	0.7		
>160% & <=180%	1.4		
>120% & <=160%	2.1	X	
<=120%	2.8		2.10%
		Calculated Total	11.60%
Minimum Possible Rate 7.0%			
Maximum Possible Rate 14.0%			



Board of Public Works Staff Report

Project/Event: Approval of Contract Amendment 1 for Preliminary Engineering Services for the E Rogers Rd Multiuse Path Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 12/11/2018

Report: This project will construct a multiuse path along the north side of Rogers Road from High Street to The Stands Drive. The project is in the MPO TIP for preliminary engineering (\$60,000 of reimbursable federal funds) and construction (\$548,000 of federal funds). Eagle Ridge Civil Engineering is under contract to design this project with an existing total contract of \$175,155. This supplement will add right of way acquisition work including appraisal and buying services. The net fee increase is \$16,690 and the new total contract amount is \$191,845.

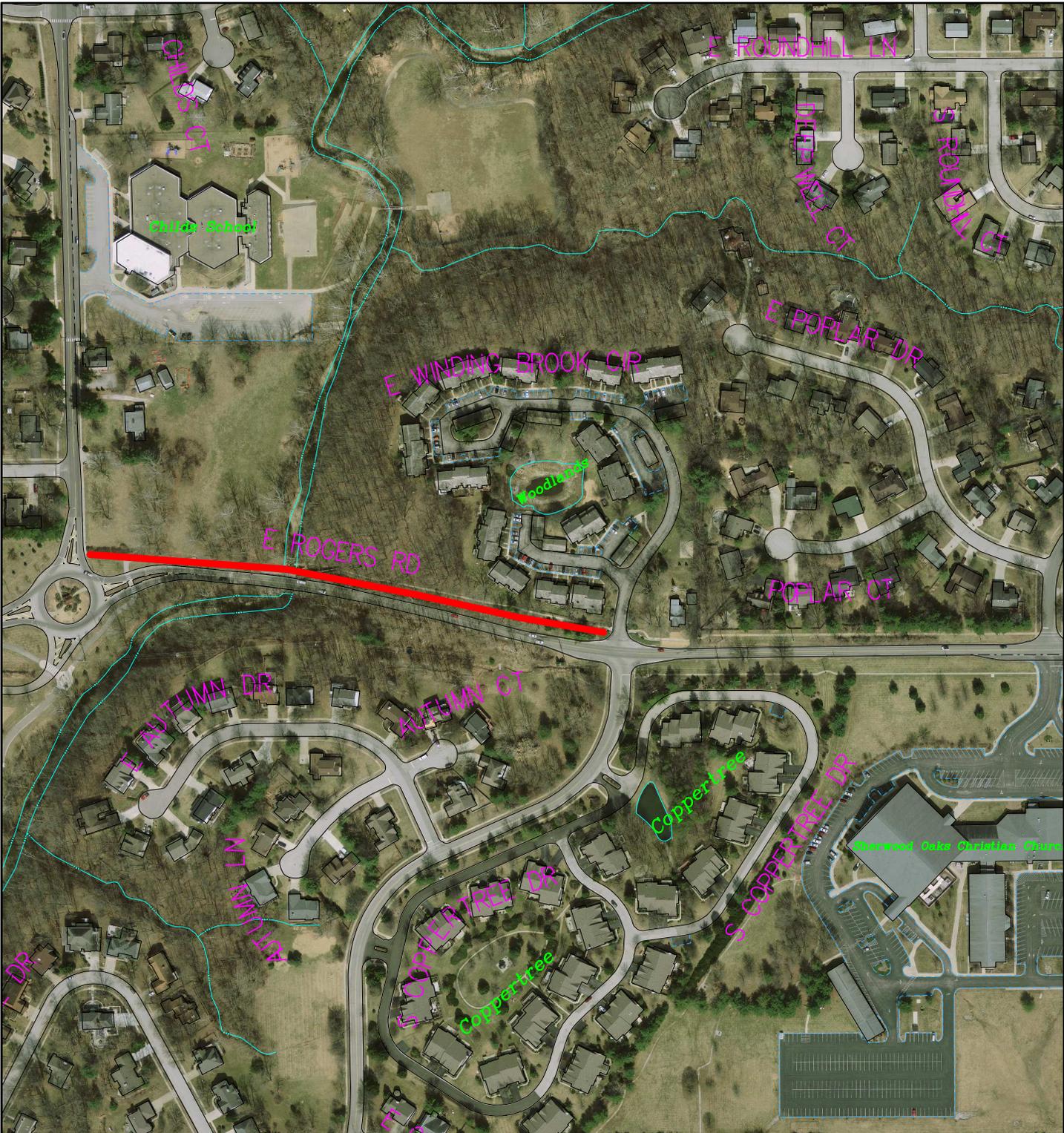
Recommendation and Supporting Justification: Staff recommends that the Board approve Contract Amendment 1 for Preliminary Engineering Services for the E Rogers Rd Multiuse Path Project.

Recommend Approval Denial by Neil Kopper

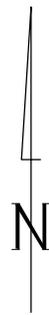
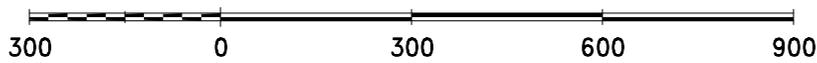
<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	11/15/2016
Design Services Contract	Approved	3/21/2017
ROW Services Contract*	Current Item	12/11/2018
Public Need Resolution	Future	2019
Construction Inspection Contract	Future	2019
Construction Contract	N/A**	2020

* ROW services are a part of the design services contract.

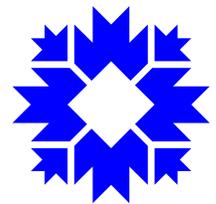
**Construction contracts for federally funded projects are approved and managed by INDOT.



By: smithc
10 Nov 16



City of Bloomington
Public Works



Scale: 1" = 300'

For reference only; map information NOT warranted.

PROJECT NAME: Rogers Road Multiuse Path, Des. No 1500382

AMENDMENT #1 TO LPA-CONSULTING CONTRACT

This Amendment, entered into this 11th day of December, 2018, is an Amendment to the Agreement by and between the Local Public Agency (“LPA”) and Eagle Ridge Civil Engineering Services, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the original Agreement included only a portion of the services that are required to complete land acquisition, and it is now appropriate to add the remaining services so that they may be completed in a timely manner. It is also acknowledged that those services that were included in the original Agreement were based on an estimated number of parcels and INDOT’s standard fee schedule which has been updated since the time of the original Agreement, so adjustments are needed to match the actual number of parcels and current INDOT rates.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to the following:

Section I. Services by Consultant: Consultant shall provide services to the Board as listed below. The Scope of Services as presented under the Agreement is still in effect except as specifically modified below, and services under this Amendment are additional services:

<u>Service:</u>	<u>Original Agreement</u>	<u>Revised Fee</u>	<u>Amount of Amendment</u>
Title and Encumbrance Reports	\$ 1,425	\$ 1,425	\$ 0
Title Updates	750	750	0
R/W Engineering	8,100	7,875	-225
R/W Staking	1,950	1,750	-200
Project Mgmt of R/W	900	2,100	+1,200
Appraisal Problem Analyses	675	470	-205
Appraisals	0	8,400	+8,400
Review Appraisals	0	4,000	+4,000
Buying/Negotiations	0	3,570	+3,570
<u>Recording</u>	0	150	+150
TOTAL			+ \$ 16,690

Section IV. Compensation: The LPA shall pay Consultant an additional amount for these additional services which shall not exceed Sixteen Thousand Six Hundred Ninety Dollars (\$16,690.00). The total compensation under the Agreement, as Amended, shall not exceed One Hundred Ninety-One Thousand Eight Hundred Forty-Five Dollars (\$191,845.00).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed the day and year first written above.

LPA
Board of Public Works

Consultant
Eagle Ridge Civil Engineering Services, LLC

By: _____
Kyla Cox Deckard, President

Brock Ridgway, P.E.
Managing Member

Hon. John Hamilton, Mayor



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT PROPOSAL

Page 1 of 2

Date of Proposal: December 3, 2018

Project Description: Bloomington Sidepaths – Rogers Road
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide 12.2 Title Research and 11.1 Right-of-way Plan Development services for the above referenced project (See Attachment No. 1) for the fees defined below.

Services to be provided by VS are limited to the following:

Title Research Services

- A. Conduct 20 year search of chain of title and prepare T&E Reports in accordance with the INDOT 12.2 Classification Requirements.
- B. Prepare Title Updates for T&E Reports in accordance with the INDOT 12.2 Classification Requirements.

Right-of-way Plan Development Services

- A. Prepare final right-of-way plans, legal descriptions, right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way, and maintain LRS in accordance with the INDOT 11.1 Classification Requirements, INDOT Right-of-way Engineering Procedure Manual, and 865 I.A.C. 1-12.

Right-of-way Staking

- A. Stake the proposed Right-of-way at all Design Bend Points and at Property Lines with a 12 inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

Additional work or, variance from the above services set can be addressed via an addendum to this proposal.

Information and Services to be Furnished to VS:

- A. One (1) full size .pdf set of Design R/W Plans including (*a minimum of*) the Title Sheet, Index Sheet, Recorded Location Control Route Survey Plat, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets.
- B. Electronic files of Design R/W Plans including (*a minimum of*) the Title Sheet, Index Sheet, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets in AutoCAD .dwg or .dxf format.



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

Bloomington Sidepaths – Rogers Road

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT SERVICES:

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
T&E Reports (Permanent Taking)	\$475.00	Per each State Tax Id. Number Researched
T&E Reports (Temporary Taking)	\$275.00	Per each State Tax Id. Number Researched
Title Updates	\$250.00	Per each State Tax Id. Number Researched
Right-of-way Engineering (Permanent)	\$2,700.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Perm.)	\$2,475.00*	Any Additional Parcel of the Same Owner
Right-of-way Engineering (Temporary)	\$2,450.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Temp.)	\$2,250.00*	Any Additional Parcel of the Same Owner
Additional Description (Perm. or Temp.)	\$700.00**	Additional Legal Description(s)
Right-of-way Staking***	\$650.00	Owner(s) Initial Parcel
Addn. Right-of-way Staking***	\$450.00*	Any Additional Parcel of the Same Owner
Eliminate Parcel Due to No Take	\$675.00	Eliminate Parcel Once Created in LRS
Revision to Any Parcel	\$1,350.00	Revision Due to Design Change or Owner Change

* Initial parcel of the owner(s) land will be invoiced per the defined initial unit fee. Any *additional* parcels (adjoining or not adjoining having a different Tax Id. Number than that of the owner(s) initial parcel) of the same owner(s) will be invoiced per the additional parcel fee on a per each basis.

** Fees are based upon the preparation of (1) Permanent or (1) Temporary legal description per State Tax Id. Number. Any additional description required which result in multiple descriptions within the State Tax Id. Number will be invoiced per the additional description fee on a per each basis.

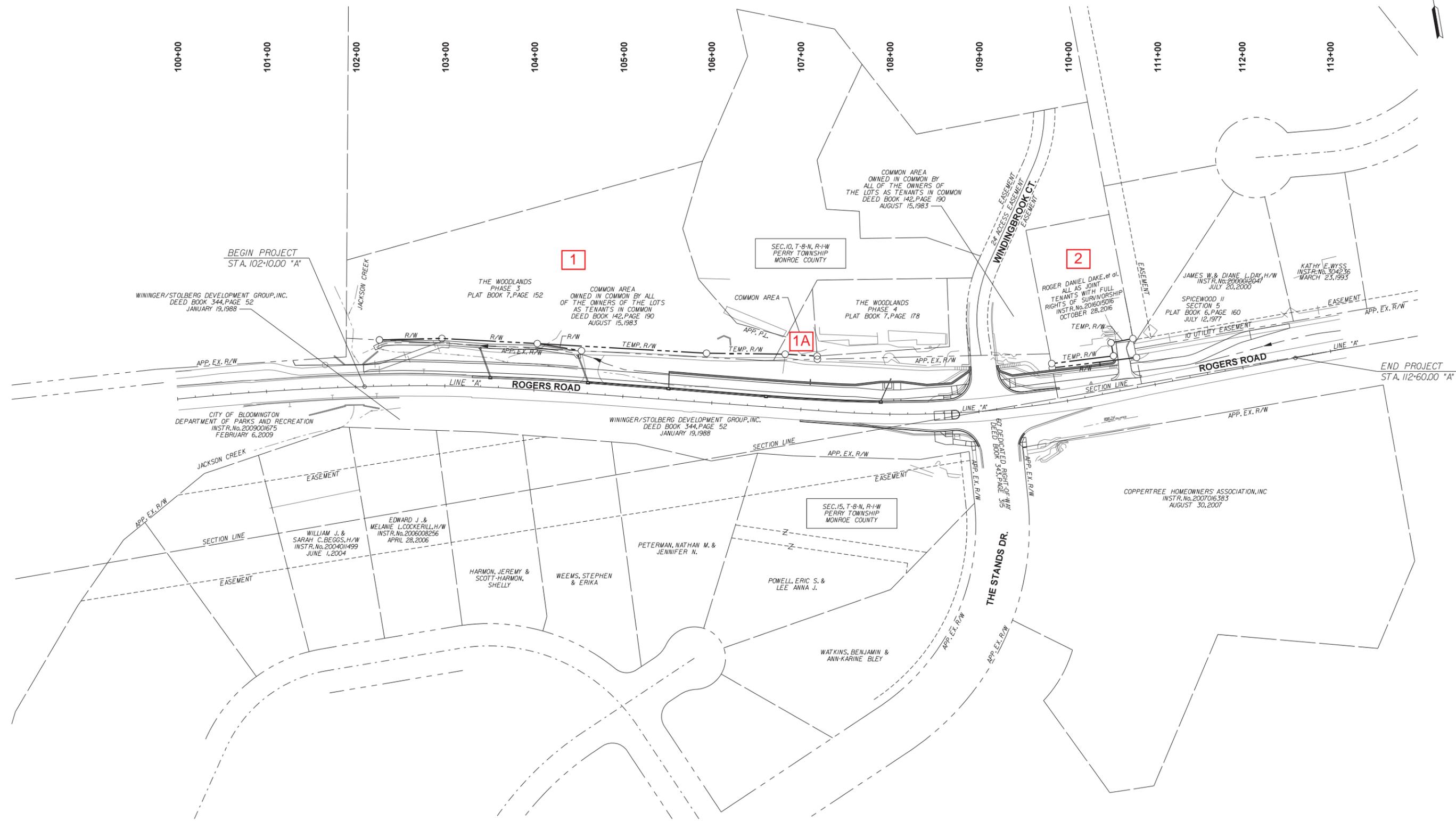
*** Right-of-way Staking for utilities will be invoiced at the same rate as defined for RW Plan Development and will be invoiced on a per each basis for as many times as staking and re-staking occurs.

ESTIMATED FEE (2 Parcels (Owners) – 3 State Tax Ids.):

(Total fee to be increased or decreased upon determination of exact number of tax ids. and parcels)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>
T&E Reports (Permanent)	\$475.00	3	\$1,425.00
Title Updates	\$250.00	3	\$750.00
R/W Engineering (Permanent)	\$2,700.00	2	\$5,400.00
Addn. Right-of-way Engineering (Perm.)	\$2,475.00	1	\$2,475.00
R/W Staking	\$650.00	2	\$1,300.00
Addn. Right-of-way Staking	\$450.00	1	\$450.00

TOTAL \$11,800.00



EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATED IN ACCORDANCE WITH AVAILABLE RECORDS AND PHYSICAL EVIDENCE. OTHER UTILITIES MAY BE PRESENT. ACTUAL LOCATIONS AND ELEVATIONS ARE TO BE DETERMINED BY CONTRACTOR.

PLAT001
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FOR REVIEW ONLY	RECOMMENDED FOR APPROVAL _____ X DATE _____	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1" = 50'-0"	ERCES PROJECT NUMBER 153
	DESIGNED: BR DRAWN: SCS		VERTICAL SCALE	DESIGNATION 1500382
	CHECKED: MT CHECKED: BR		SURVEY BOOK	SHEETS 4 of 23
			PROJECT 1500382	

PLAT NO. 1



RIGHT OF WAY ACQUISITION SERVICES PROPOSAL

Date of Proposal: December 3, 2018
Project Description: Rogers Road Path
Bloomington, Indiana
Des. No.: 1500382

VS ENGINEERING, INC. (VS), shall provide 12.1 Project Management for Right of Way Acquisition Services for the above-referenced project for the fees contained in this proposal.

Services to be provided by VS are limited to the following:

Project Management for Right of Way Acquisition Services

- A. Provide Project Management for Right of Way Acquisition Services for the right of way to be acquired in accordance with the INDOT 12.1 Classification Requirements for the fees defined below.

Information and Services to be Furnished to VS:

- A. One (1) full size .pdf set of Final R/W Plans for the Project including a minimum of the Title Sheet, Index Sheet, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, Approach Tables Sheets and Summary of Quantities Sheets.
- B. One (1) .pdf copy of the Title and Encumbrance Report(s) for each of the parcels from which right of way is being acquired.
- C. One (1) .pdf copy of the Right of Way Engineering documents for each of the parcels from which right of way is being acquired, including a minimum of the Legal Description(s), Right of Way Parcel Plat, Area Computations, information concerning the acquisition of presently existing right of way, a list of the Conveyance Documents, and any other miscellaneous memorandums necessary to provide the services contained in this proposal.



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

RIGHT OF WAY ACQUISITION SERVICES

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
Project Management for Right of Way Acquisition	\$1,050.00	Per Parcel
Recording of R/W Documents after Acquisition	\$ 75.00	Per Parcel

ESTIMATED FEES

<u>Task</u>	<u>Fee</u>
Project Management for Right of Way Acquisition	\$ 2,100.00
<u>Recording of R/W Documents</u>	\$ 150.00
TOTAL	\$ 2,250.00
Amount in Original Contract	\$ 1,575.00
Amount of Amendment	\$ 675.00

The fee for each task and the total fee are based on two (2) parcels.

Note: Other subconsultants (to Eagle Ridge) will be responsible for APAs, Appraising, Review Appraisals, Negotiations/Buying and any other land acquisition services.

ESTIMATED FEES FOR SERVICES BY OTHERS

<u>Task</u>	<u>Fee</u>
Appraisal Problem Analysis (\$235/parcel)	\$ 470.00
Appraisals*	\$ 8,400.00
Review Appraisals*	\$ 4,000.00
Buying/Negotiations (\$1,785/parcel)	\$ 3,570.00
Relocation	<u>Not included</u>
TOTAL (by others)	\$ 16,440.00

*Appraisal and Review Appraisal fees assume one (1) long form residential appraisal and one (1) short form commercial appraisal.

The estimated fees are based on the unit prices in the INDOT Real Estate Services Fee Schedule dated October 1, 2017 (attached). Invoices shall be based on the number of each task completed multiplied by the unit price in the INDOT Real Estate Services Fee Schedule dated October 1, 2017.

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	\$1,050.00 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 \$130.00 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 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 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 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 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)	\$235
Waiver Valuation: Any Property Type (Improved or Unimproved) CTC estimates not to exceed \$500 without INDOT approval	\$630
Value Finding: Any Property Type (Improved or Unimproved)	\$1,785
Short Form: Any Property Type (Improved or Unimproved)	\$2,625
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,940
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,200
Long Form: Any Property Type (Unimproved)	\$3,150
Long Form: Residential / Ag (Improved)	\$4,200
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,500
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. 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, et.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$370
Value Finding: Any Property Type (Improved or Unimproved)	\$895
Short Form: Any Property Type (Improved or Unimproved)	\$1,260
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,420
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$2,000
Long Form: Any Property Type (Unimproved)	\$1,500
Long Form: Residential / Ag (Improved)	\$2,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,830

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, et.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,785
Temporary / Access Rights	\$1,470
Buying Review	\$300

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.	\$3,725
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.	\$3,725
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.	\$1,575
Residential and Business Review	100% once the parcel is compliant and closed	\$1,050
Personal Property Move Only Review	100% once the parcel is compliant and closed	\$400



Board of Public Works Staff Report

Project/Event: Approval of Contract Amendment 1 for Preliminary Engineering Services for the E Winslow Rd Multiuse Path Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 12/11/2018

Report: This project will construct a multiuse path along the north side of Winslow Road from Henderson Street to Highland Avenue. The project is in the MPO TIP for preliminary engineering (\$120,000 of reimbursable federal funds) and construction (\$670,000 of federal funds). Eagle Ridge Civil Engineering is under contract to design this project with an existing total contract of \$187,965. This supplement will add right of way acquisition work including appraisal and buying services. The net fee increase is \$47,725 and the new total contract amount is \$235,690.

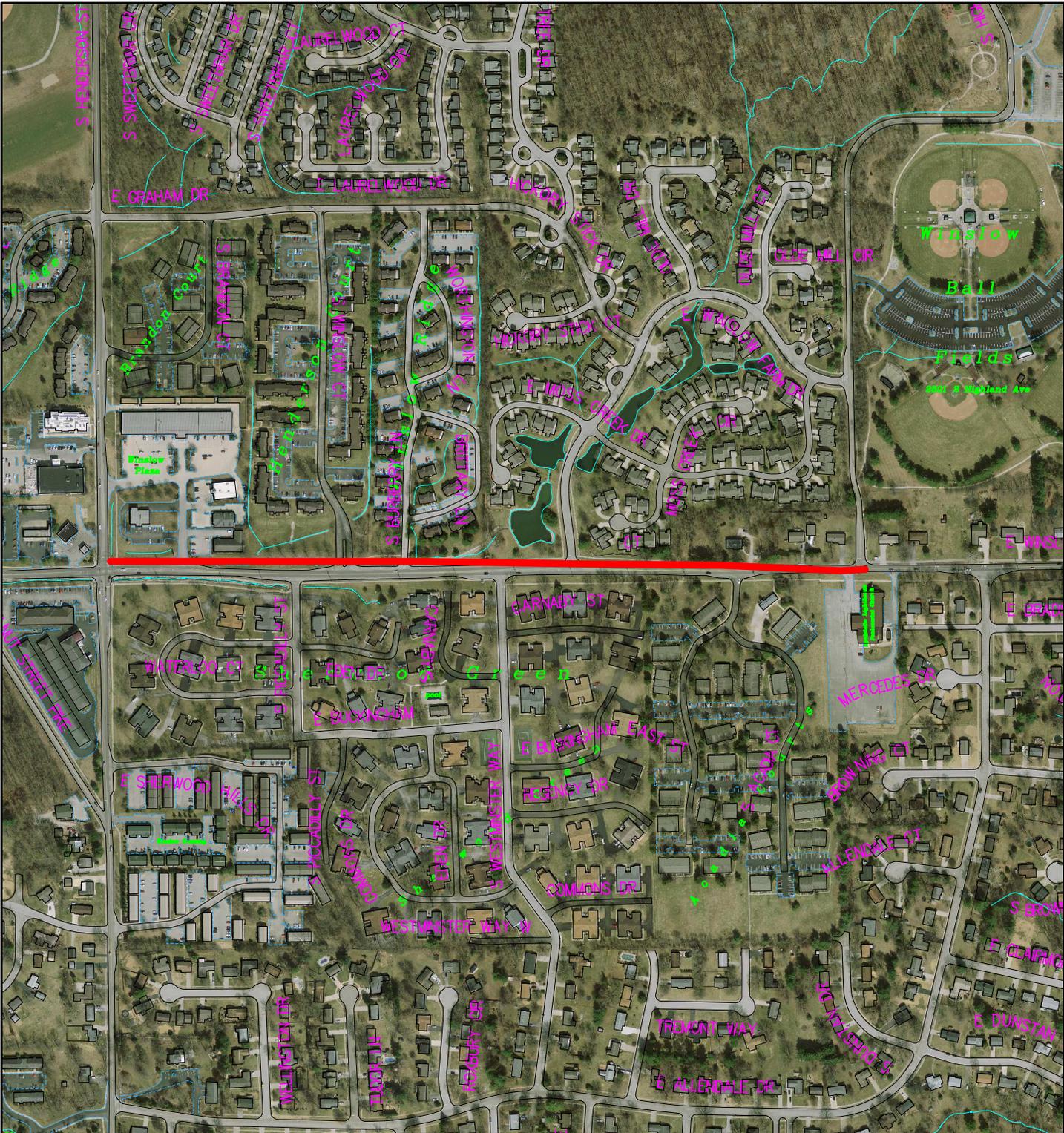
Recommendation and Supporting Justification: Staff recommends that the Board approve Contract Amendment 1 for Preliminary Engineering Services for the E Winslow Rd Multiuse Path Project.

Recommend Approval Denial by Neil Kopper

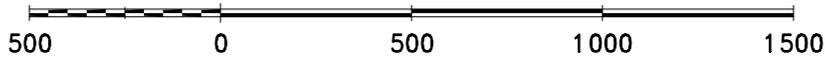
<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	11/15/2016
Design Services Contract	Approved	3/21/2017
ROW Services Contract*	Current Item	12/11/2018
Public Need Resolution	Future	2019
Construction Inspection Contract	Future	2019
Construction Contract	N/A**	2020

* ROW services are a part of the design services contract.

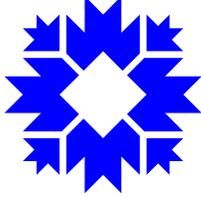
** Construction contracts for federally funded projects are approved and managed by INDOT.



By: smithc
10 Nov 16



City of Bloomington
Public Works



Scale: 1" = 500'

For reference only; map information NOT warranted.

PROJECT NAME: Winslow Road Multiuse Path, Des. No 1500383

AMENDMENT #1 TO LPA-CONSULTING CONTRACT

This Amendment, entered into this 11th day of December, 2018, is an Amendment to the Agreement by and between the Local Public Agency (“LPA”) and Eagle Ridge Civil Engineering Services, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the original Agreement included only a portion of the services that are required to complete land acquisition, and it is now appropriate to add the remaining services so that they may be completed in a timely manner. It is also acknowledged that those services that were included in the original Agreement were based on an estimated number of parcels and INDOT’s standard fee schedule which has been updated since the time of the original Agreement, so adjustments are needed to match the actual number of parcels and current INDOT rates.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to the following:

Section I. Services by Consultant: Consultant shall provide services to the Board as listed below. The Scope of Services as presented under the Agreement is still in effect except as specifically modified below, and services under this Amendment are additional services:

<u>Service:</u>	<u>Original Agreement</u>	<u>Revised Fee</u>	<u>Amount of Amendment</u>
Title and Encumbrance Reports	\$ 4,750	\$ 5,225	\$ +475
Title Updates	2,500	2,750	+250
R/W Engineering	27,000	29,025	+2,025
R/W Staking	6,500	6,550	+50
Project Mgmt of R/W	3,000	7,350	+4,350
Appraisal Problem Analyses	2,250	1,645	-605
Appraisals	0	19,005	+19,005
Review Appraisals	0	9,155	+9,155
Buying/Negotiations	0	12,495	+12,495
<u>Recording</u>	0	525	+525
TOTAL			+ \$ 47,725

Section IV. Compensation: The LPA shall pay Consultant an additional amount for these additional services which shall not exceed Forty-Seven Thousand Seven Hundred Twenty-Five Dollars (\$47,725). The total compensation under the Agreement, as Amended, shall not exceed Two Hundred Thirty-Five Thousand Six Hundred Ninety Dollars (\$235,690.00).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed the day and year first written above.

LPA
Board of Public Works

Consultant
Eagle Ridge Civil Engineering Services, LLC

By: _____
Kyla Cox Deckard, President

Brock Ridgway, P.E.
Managing Member

Hon. John Hamilton, Mayor



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT PROPOSAL

Page 1 of 2

Date of Proposal: November 26, 2018
Project Description: Bloomington Sidepaths – Winslow Road
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide 12.2 Title Research and 11.1 Right-of-way Plan Development services for the above referenced project (See Attachment No. 1) for the fees defined below.

Services to be provided by VS are limited to the following:

Title Research Services

- A. Conduct 20 year search of chain of title and prepare T&E Reports in accordance with the INDOT 12.2 Classification Requirements.
- B. Prepare Title Updates for T&E Reports in accordance with the INDOT 12.2 Classification Requirements.

Right-of-way Plan Development Services

- A. Prepare final right-of-way plans, legal descriptions, right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way, and maintain LRS in accordance with the INDOT 11.1 Classification Requirements, INDOT Right-of-way Engineering Procedure Manual, and 865 I.A.C. 1-12.

Right-of-way Staking

- A. Stake the proposed Right-of-way at all Design Bend Points and at Property Lines with a 12 inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

Additional work or, variance from the above services set can be addressed via an addendum to this proposal.

Information and Services to be Furnished to VS:

- A. One (1) full size .pdf set of Design R/W Plans including (a minimum of) the Title Sheet, Index Sheet, Recorded Location Control Route Survey Plat, Plat 1, Typical Cross Sections Sheets, Construction Detail Sheets, and Approach Tables Sheets.
- B. Electronic files of Design R/W Plans including (a minimum of) the Title Sheet, Index Sheet, Recorded Location Control Route Survey Plat, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets in AutoCAD .dwg or .dxf format.

The following pages are provided for information only as the source for the numbers presented in the Amendment. All of the costs associated with this amendment will be costs passed-thru the Consultant from preapproved subconsultants.



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

Bloomington Sidepaths – Winslow Road

Page 2 of 2

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT SERVICES:

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
T&E Reports (Permanent Taking)	\$475.00	Per each State Tax Id. Number Researched
T&E Reports (Temporary Taking)	\$275.00	Per each State Tax Id. Number Researched
Title Updates	\$250.00	Per each State Tax Id. Number Researched
Right-of-way Engineering (Permanent)	\$2,700.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Perm.)	\$2,475.00*	Any Additional Parcel of the Same Owner
Right-of-way Engineering (Temporary)	\$2,450.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Temp.)	\$2,250.00*	Any Additional Parcel of the Same Owner
Additional Description (Perm. or Temp.)	\$700.00**	Additional Legal Description(s)
Right-of-way Staking***	\$650.00	Owner(s) Initial Parcel
Addn. Right-of-way Staking***	\$450.00*	Any Additional Parcel of the Same Owner
Eliminate Parcel Due to No Take	\$675.00	Eliminate Parcel Once Created in LRS
Revision to Any Parcel	\$1,350.00	Revision Due to Design Change or Owner Change

* Initial parcel of the owner(s) land will be invoiced per the defined initial unit fee. Any *additional* parcels (adjoining or not adjoining having a different Tax Id. Number than that of the owner(s) initial parcel) of the same owner(s) will be invoiced per the additional parcel fee on a per each basis.

** Fees are based upon the preparation of (1) Permanent or (1) Temporary legal description per State Tax Id. Number. Any additional description required which result in multiple descriptions within the State Tax Id. Number will be invoiced per the additional description fee on a per each basis.

*** Right-of-way Staking for utilities will be invoiced at the same rate as defined for RW Plan Development and will be invoiced on a per each basis for as many times as staking and re-staking occurs.

ESTIMATED FEE (8 Parcels (Owners) – 11 State Tax Ids.):

(Total fee to be increased or decreased upon determination of exact number of tax ids. and parcels)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>	<u>Notes</u>
T&E Reports (Permanent)	\$475.00	11	\$5,225.00	
Title Updates	\$250.00	11	\$2,750.00	
R/W Engineering (Permanent)	\$2,700.00	8	\$21,600.00	
Addn. Right-of-way Engineering (Perm.)	\$2,475.00	3	\$7,425.00	Parcel Nos. 4A, 4B, 5A
R/W Staking	\$650.00	8	\$5,200.00	
Addn. Right-of-way Staking	\$450.00	3	\$1,350.00	Parcel Nos. 4A, 4B, 5A

TOTAL \$43,550.00



10+00

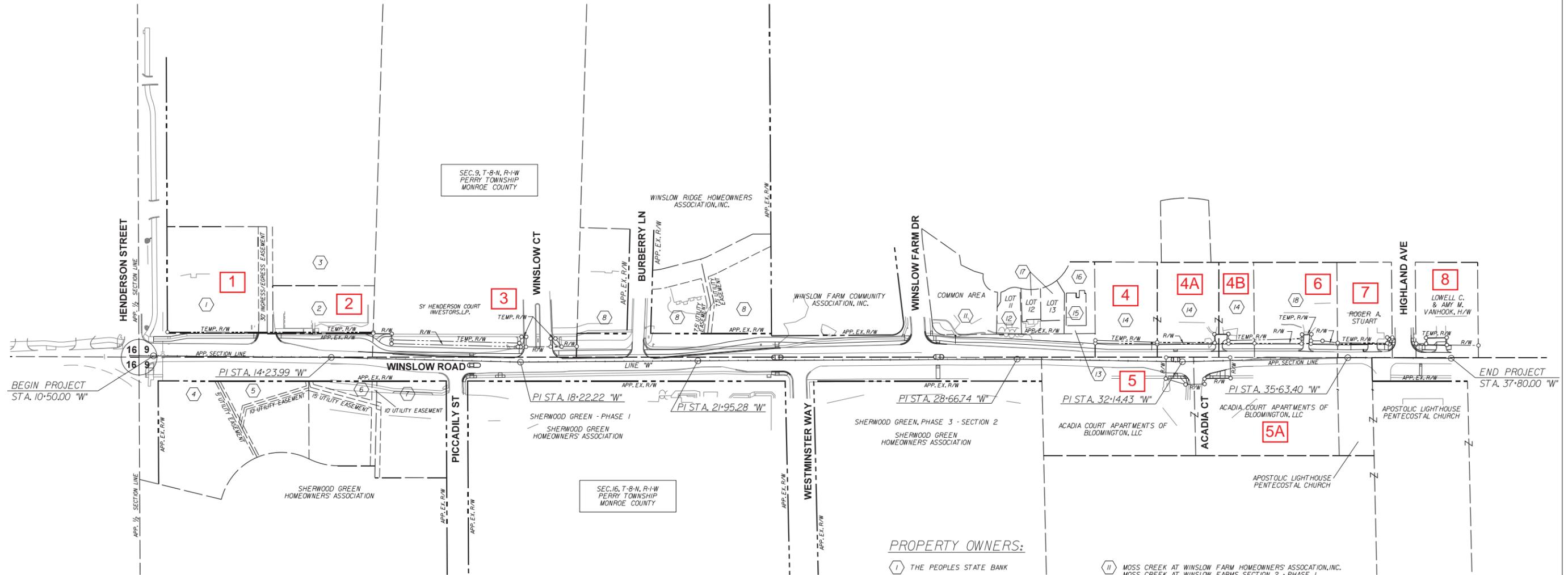
15+00

20+00

25+00

30+00

35+00



PROPERTY OWNERS:

- ① THE PEOPLES STATE BANK
- ② INDIANA UNIVERSITY CREDIT UNION
- ③ WINSLOW PLAZA MANAGEMENT, LLC
- ④ SHERWOOD GREEN, PHASE 4 - BLDG. No.54
- ⑤ SHERWOOD GREEN, PHASE 4 - BLDG. No.55
- ⑥ SHERWOOD GREEN, PHASE 4 - SECTION 1F
- ⑦ SHERWOOD GREEN, PHASE 4 - SECTION 1A
- ⑧ WINSLOW RIDGE, HOMEOWNER'S ASSOCIATION
- ⑨ MOSS CREEK AT WINSLOW FARM HOMEOWNERS' ASSOCIATION, INC. MOSS CREEK AT WINSLOW FARMS, SECTION 2 - PHASE 1
- ⑩ MARY RUTH ALBRIGHT
- ⑪ MOSS CREEK AT WINSLOW FARM HOMEOWNERS' ASSOCIATION, INC. DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
- ⑫ RICHARD D. & REBECCA R. STUART
- ⑬ REBECCA A. DRAHOS
- ⑭ MOSS CREEK AT WINSLOW FARMS, SECTION 4 - PHASE 1
- ⑮ MOSS CREEK AT WINSLOW FARMS, SECTION 5 - PHASE 1
- ⑯ SARAH L. NELSON

EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATED IN ACCORDANCE WITH AVAILABLE RECORDS AND PHYSICAL EVIDENCE. OTHER UTILITIES MAY BE PRESENT. ACTUAL LOCATIONS AND ELEVATIONS ARE TO BE DETERMINED BY CONTRACTOR.

PLAT001 11/15/2018 C:\p\projects\150038\Drawings\150038\150038.dwg

FOR REVIEW ONLY	RECOMMENDED FOR APPROVAL _____ X DATE _____	INDIANA DEPARTMENT OF TRANSPORTATION	HORIZONTAL SCALE 1" = 100'-0"	ERCES PROJECT NUMBER 154	
	DESIGNED: BR DRAWN: SCS		VERTICAL SCALE	DESIGNATION 1500383	
	CHECKED: MT CHECKED: BR		PLAT NO. 1		SHEETS 4 of 42
					PROJECT 1500383



RIGHT OF WAY ACQUISITION SERVICES PROPOSAL

Date of Proposal: December 3, 2018
Project Description: Winslow Road Path
Bloomington, Indiana
Des. No.: 1500383

VS ENGINEERING, INC. (VS), shall provide 12.1 Project Management for Right of Way Acquisition Services for the above-referenced project for the fees contained in this proposal.

Services to be provided by VS are limited to the following:

Project Management for Right of Way Acquisition Services

- A. Provide Project Management for Right of Way Acquisition Services for the right of way to be acquired in accordance with the INDOT 12.1 Classification Requirements for the fees defined below.

Information and Services to be Furnished to VS:

- A. One (1) full size .pdf set of Final R/W Plans for the Project including a minimum of the Title Sheet, Index Sheet, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, Approach Tables Sheets and Summary of Quantities Sheets.
- B. One (1) .pdf copy of the Title and Encumbrance Report(s) for each of the parcels from which right of way is being acquired.
- C. One (1) .pdf copy of the Right of Way Engineering documents for each of the parcels from which right of way is being acquired, including a minimum of the Legal Description(s), Right of Way Parcel Plat, Area Computations, information concerning the acquisition of presently existing right of way, a list of the Conveyance Documents, and any other miscellaneous memorandums necessary to provide the services contained in this proposal.



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

RIGHT OF WAY ACQUISITION SERVICES

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
Project Management for Right of Way Acquisition	\$1,050.00	Per Parcel
Recording of R/W Documents after Acquisition	\$ 75.00	Per Parcel

ESTIMATED FEES

<u>Task</u>	<u>Fee</u>
Project Management for Right of Way Acquisition	\$ 7,350.00
<u>Recording of R/W Documents</u>	\$ 525.00
TOTAL	\$ 7,875.00
Amount in Original Contract	\$ 5,250.00
Amount of Amendment	\$ 2,625.00

The fee for each task and the total fee are based on seven (7) parcels.

Note: Other subconsultants (to Eagle Ridge) will be responsible for APAs, Appraising, Review Appraisals, Negotiations/Buying and any other land acquisition services.

ESTIMATED FEES FOR SERVICES BY OTHERS

<u>Task</u>	<u>Fee</u>
Appraisal Problem Analysis (\$235/parcel)	\$ 1,645.00
Appraisals*	\$ 19,005.00
Review Appraisals*	\$ 9,155.00
Buying/Negotiations (\$1,785/parcel)	\$ 12,495.00
Relocation	<u>Not included</u>
TOTAL (by others)	\$ 42,300.00

*Appraisal and Review Appraisal fees assume one (1) long form residential appraisal, three (3) short form residential appraisals, one (1) short form commercial appraisal, and one (1) value finding appraisal.

The estimated fees are based on the unit prices in the INDOT Real Estate Services Fee Schedule dated October 1, 2017 (attached). Invoices shall be based on the number of each task completed multiplied by the unit price in the INDOT Real Estate Services Fee Schedule dated October 1, 2017.

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	\$1,050.00 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 \$130.00 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 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 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 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 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)	\$235
Waiver Valuation: Any Property Type (Improved or Unimproved) CTC estimates not to exceed \$500 without INDOT approval	\$630
Value Finding: Any Property Type (Improved or Unimproved)	\$1,785
Short Form: Any Property Type (Improved or Unimproved)	\$2,625
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,940
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,200
Long Form: Any Property Type (Unimproved)	\$3,150
Long Form: Residential / Ag (Improved)	\$4,200
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,500
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. 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, et.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$370
Value Finding: Any Property Type (Improved or Unimproved)	\$895
Short Form: Any Property Type (Improved or Unimproved)	\$1,260
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,420
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$2,000
Long Form: Any Property Type (Unimproved)	\$1,500
Long Form: Residential / Ag (Improved)	\$2,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,830

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, et.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,785
Temporary / Access Rights	\$1,470
Buying Review	\$300

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.	\$3,725
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.	\$3,725
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.	\$1,575
Residential and Business Review	100% once the parcel is compliant and closed	\$1,050
Personal Property Move Only Review	100% once the parcel is compliant and closed	\$400



Board of Public Works Staff Report

Project/Event: Approval of Contract Amendment 1 for Preliminary Engineering Services for the S Henderson St Multiuse Path Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 12/11/2018

Report: This project will construct a multiuse path along the east side of Henderson Street from approximately 650 feet north of Winslow Road to Hillside Drive. The project is in the MPO TIP for preliminary engineering (\$155,801 of reimbursable federal funds) and construction (\$839,133 of federal funds). Eagle Ridge Civil Engineering is under contract to design this project with an existing total contract of \$209,770. This supplement will add right of way acquisition work including appraisal and buying services. The net fee increase is \$67,500 and the new total contract amount is \$277,270.

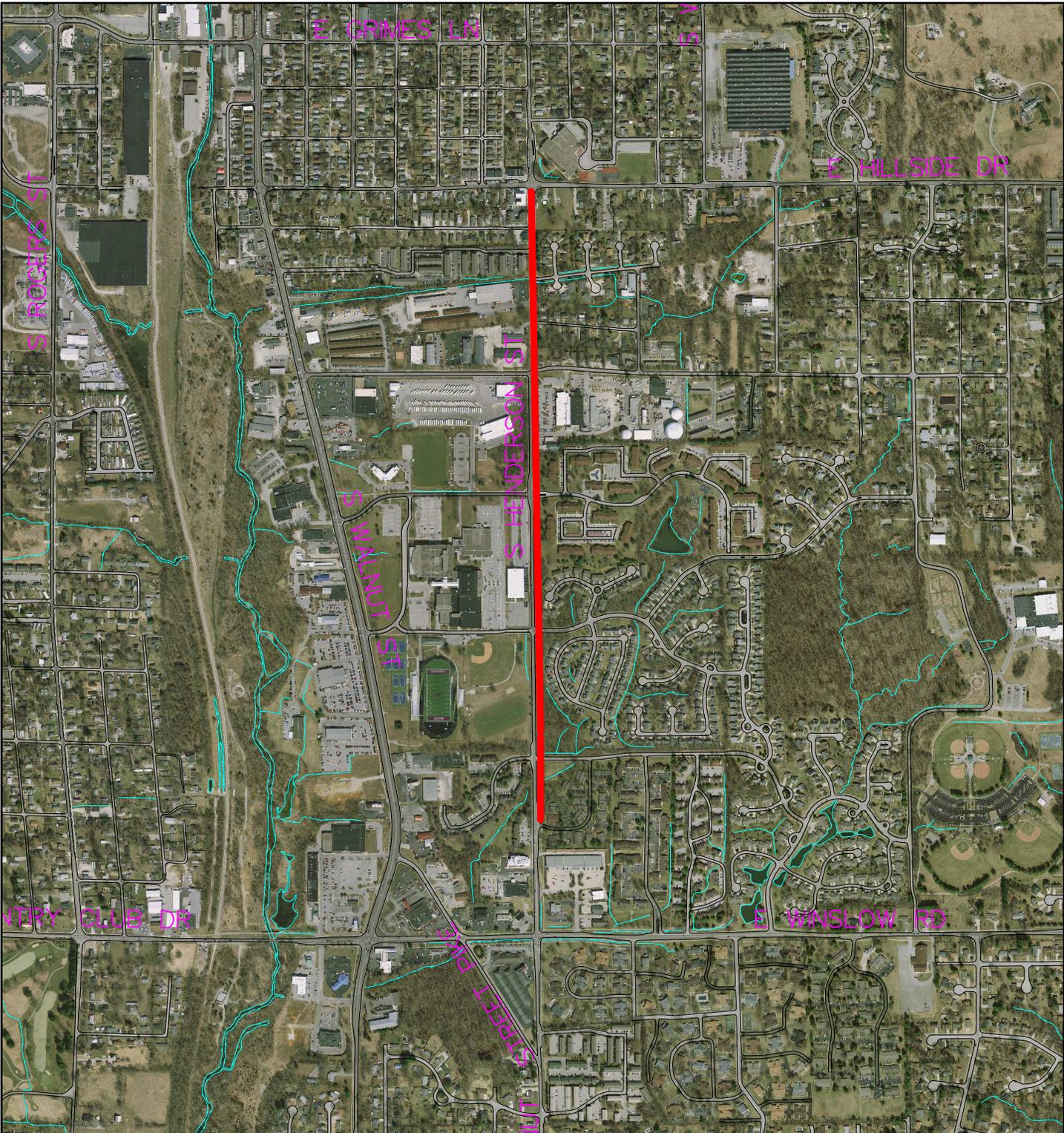
Recommendation and Supporting Justification: Staff recommends that the Board approve Contract Amendment 1 for Preliminary Engineering Services for the S Henderson St Multiuse Path Project.

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

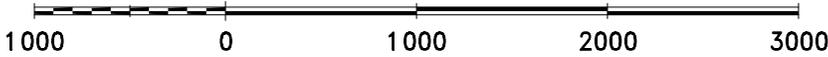
<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	11/15/2016
Design Services Contract	Approved	3/21/2017
ROW Services Contract*	Current Item	12/11/2018
Public Need Resolution	Future	2019
Construction Inspection Contract	Future	2019
Construction Contract	N/A**	2020

* ROW services are a part of the design services contract.

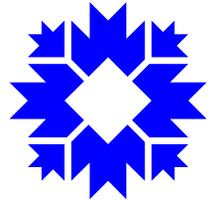
**Construction contracts for federally funded projects are approved and managed by INDOT.



By: smithc
10 Nov 16



City of Bloomington
Public Works



Scale: 1" = 1000'

For reference only; map information NOT warranted.

PROJECT NAME: Henderson Street Multiuse Path, Des. No 1500384

AMENDMENT #1 TO LPA-CONSULTING CONTRACT

This Amendment, entered into this 11th day of December, 2018, is an Amendment to the Agreement by and between the Local Public Agency (“LPA”) and Eagle Ridge Civil Engineering Services, LLC (“Consultant”),

WITNESSETH:

WHEREAS, the original Agreement included only a portion of the services that are required to complete land acquisition, and it is now appropriate to add the remaining services so that they may be completed in a timely manner. It is also acknowledged that those services that were included in the original Agreement were based on an estimated number of parcels and INDOT’s standard fee schedule which has been updated since the time of the original Agreement, so adjustments are needed to match the actual number of parcels and current INDOT rates.

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to the following:

Section I. Services by Consultant: Consultant shall provide services to the Board as listed below. The Scope of Services as presented under the Agreement is still in effect except as specifically modified below, and services under this Amendment are additional services:

<u>Service:</u>	<u>Original Agreement</u>	<u>Revised Fee</u>	<u>Amount of Amendment</u>
Title and Encumbrance Reports	\$ 3,325	\$ 7,075	\$ +3,750
Title Updates	1,750	2,000	+250
R/W Engineering	18,900	21,600	+2,700
R/W Staking	4,550	5,200	+650
Project Mgmt of R/W	2,100	7,350	+5,250
Appraisal Problem Analyses	1,575	1,645	+70
Appraisals	0	28,350	+28,350
Review Appraisals	0	13,460	+13,460
Buying/Negotiations	0	12,495	+12,495
<u>Recording</u>	0	525	+525
TOTAL			+ \$ 67,500

Section IV. Compensation: The LPA shall pay Consultant an additional amount for these additional services which shall not exceed Sixty-Seven Thousand Five Hundred Dollars (\$67,500.00). The total compensation under the Agreement, as Amended, shall not exceed Two Hundred Seventy-Seven Thousand Two Hundred Seventy Dollars (\$277,270.00).

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed the day and year first written above.

LPA
Board of Public Works

Consultant
Eagle Ridge Civil Engineering Services, LLC

By: _____
Kyla Cox Deckard, President

Brock Ridgway, P.E.
Managing Member

Hon. John Hamilton, Mayor



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT PROPOSAL

Page 1 of 3

Date of Proposal: November 26, 2018

Project Description: Bloomington Sidepaths – Henderson Street
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide 12.2 Title Research and 11.1 Right-of-way Plan Development services for the above referenced project (See Attachment No. 1) for the fees defined below.

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- A. Conduct 20 year search of chain of title and prepare T&E Reports in accordance with the INDOT 12.2 Classification Requirements.
- B. Prepare Title Updates for T&E Reports in accordance with the INDOT 12.2 Classification Requirements.

Right-of-way Plan Development Services

- A. Prepare final right-of-way plans, legal descriptions, right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way, and maintain LRS in accordance with the INDOT 11.1 Classification Requirements, INDOT Right-of-way Engineering Procedure Manual, and 865 I.A.C. 1-12.

Right-of-way Staking

- A. Stake the proposed Right-of-way at all Design Bend Points and at Property Lines with a 12 inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

Additional work or, variance from the above services set can be addressed via an addendum to this proposal.

Information and Services to be Furnished to VS:

- A. One (1) full size .pdf set of Design R/W Plans including (*a minimum of*) the Title Sheet, Index Sheet, Recorded Location Control Route Survey Plat, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets.
- B. Electronic files of Design R/W Plans including (*a minimum of*) Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets in AutoCAD .dwg or .dxf format.

The following pages are provided for information only as the source for the numbers presented in the Amendment. All of the costs associated with this amendment will be costs passed-thru the Consultant from preapproved subconsultants.



TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT SERVICES:

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
20-Year T&E Reports (Permanent Taking)	\$475.00	Per each State Tax Id. Number Researched
50-Year T&E Reports (Permanent Taking)	\$750.00	Per each State Tax Id. Number Researched
T&E Reports (Temporary Taking)	\$275.00	Per each State Tax Id. Number Researched
Title Updates	\$250.00	Per each State Tax Id. Number Researched
Right-of-way Engineering (Permanent)	\$2,700.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Perm.)	\$2,475.00*	Any Additional Parcel of the Same Owner
Right-of-way Engineering (Temporary)	\$2,450.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Temp.)	\$2,250.00*	Any Additional Parcel of the Same Owner
Additional Description (Perm. or Temp.)	\$700.00**	Additional Legal Description(s)
Right-of-way Staking***	\$650.00	Owner(s) Initial Parcel
Addn. Right-of-way Staking***	\$450.00*	Any Additional Parcel of the Same Owner
Eliminate Parcel Due to No Take	\$675.00	Eliminate Parcel Once Created in LRS
Revision to Any Parcel	\$1,350.00	Revision Due to Design Change or Owner Change

* Initial parcel of the owner(s) land will be invoiced per the defined initial unit fee. Any *additional* parcels (adjoining or not adjoining having a different Tax Id. Number than that of the owner(s) initial parcel) of the same owner(s) will be invoiced per the additional parcel fee on a per each basis.

** Fees are based upon the preparation of (1) Permanent or (1) Temporary legal description per State Tax Id. Number. Any additional description required which result in multiple descriptions within the State Tax Id. Number will be invoiced per the additional description fee on a per each basis.

*** Right-of-way Staking for utilities will be invoiced at the same rate as defined for RW Plan Development and will be invoiced on a per each basis for as many times as staking and re-staking occurs.



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

Bloomington Sidepaths – Henderson Street

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ESTIMATED FEE (8 Parcels (Owners) – 8 State Tax Ids.):

(Total fee to be increased or decreased upon determination of exact number of tax ids. and parcels)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>	<u>Notes</u>
20-Year T&E Reports (Permanent)	\$475.00	7	\$3,325.00	
50-Year T&E Reports (Permanent)	\$750.00	1	\$750.00	Parcel No. 4
Title Updates	\$250.00	8	\$2,000.00	
R/W Engineering (Permanent)	\$2,700.00	8	\$21,600.00	
R/W Staking	\$650.00	8	\$5,200.00	

SUB-TOTAL \$32,875.00

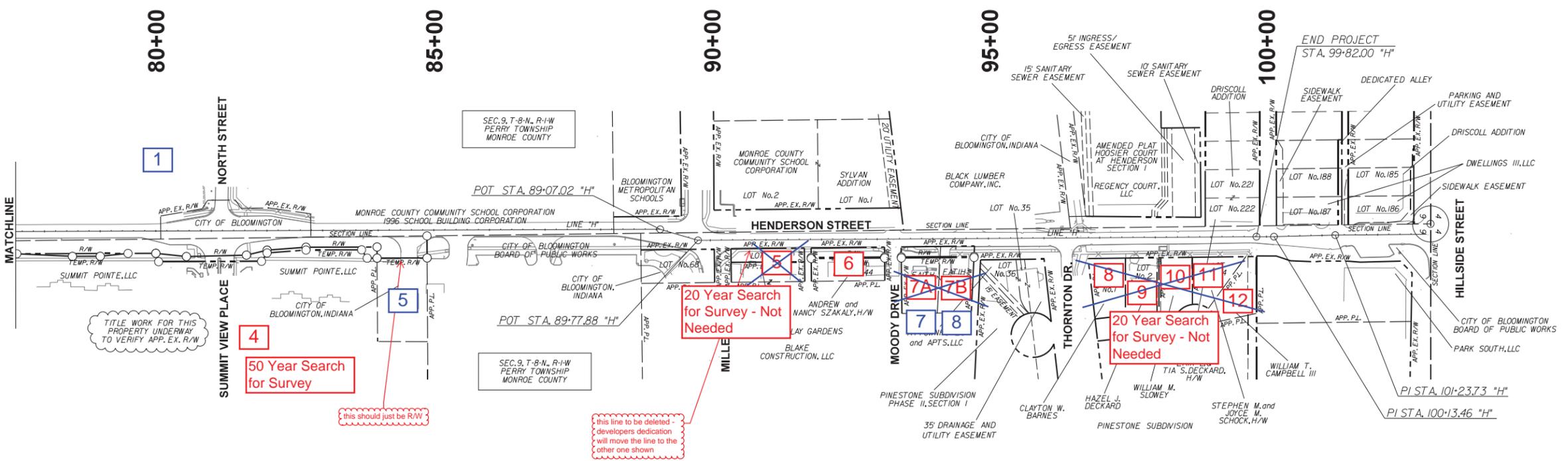
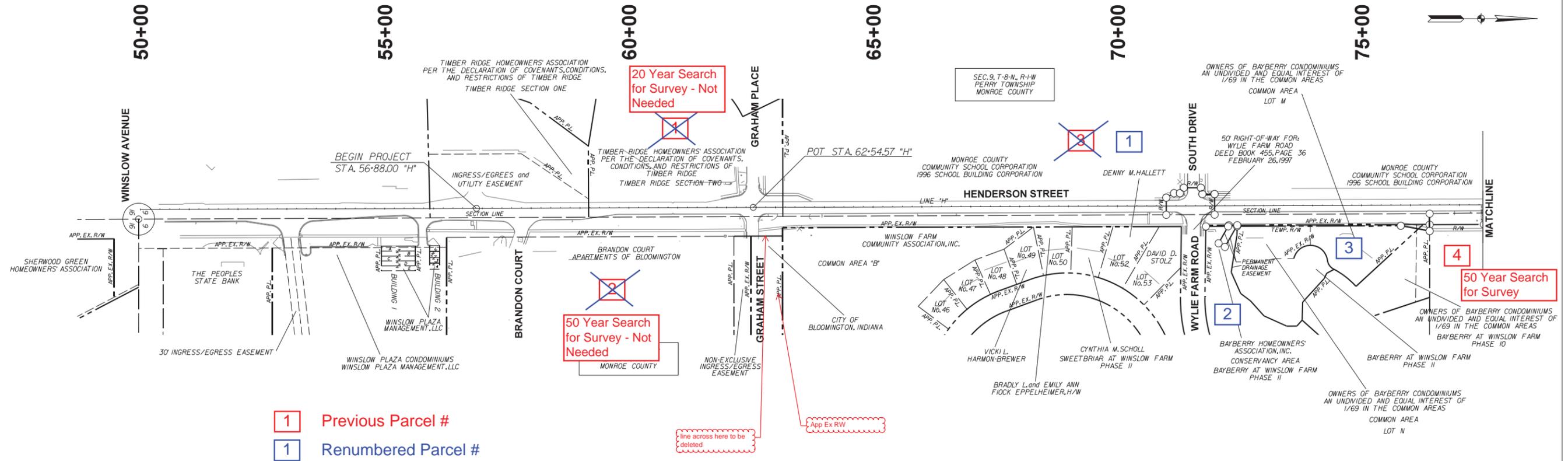
ADDITIONAL COSTS INCURRED DURING SURVEY

(NOTE: Fees have been discounted 25% due to the T&E Reports not being prepared)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>	<u>Notes</u>
20-Year T&E Reports (Permanent) (Research)	\$350.00	7	\$2,450.00	Previous Parcel No. 1, 5, 8-12
50-Year T&E Reports (Permanent)	\$550.00	1	\$550.00	Previous Parcel No. 2

SUB-TOTAL \$3,000.00

TOTAL \$35,875.00



1 Previous Parcel #
 1 Renumbered Parcel #

FOR REVIEW ONLY

RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DATE
DESIGNED: BR	DRAWN: SCS	
CHECKED: MT	CHECKED: BR	

INDIANA DEPARTMENT OF TRANSPORTATION
 PLAT NO. 1

HORIZONTAL SCALE	ERCES PROJECT NUMBER
1" = 100'-0"	155
VERTICAL SCALE	DESIGNATION
	1500384
SURVEY BOOK	SHEETS
	4 of 55
CONTRACT NUMBER	PROJECT
R-38348	1500384

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RIGHT OF WAY ACQUISITION SERVICES PROPOSAL

Date of Proposal: December 3, 2018
Project Description: Henderson Street Path
Bloomington, Indiana
Des. No.: 1500384

VS ENGINEERING, INC. (VS), shall provide 12.1 Project Management for Right of Way Acquisition Services for the above-referenced project for the fees contained in this proposal.

Services to be provided by VS are limited to the following:

Project Management for Right of Way Acquisition Services

- A. Provide Project Management for Right of Way Acquisition Services for the right of way to be acquired in accordance with the INDOT 12.1 Classification Requirements for the fees defined below.

Information and Services to be Furnished to VS:

- A. One (1) full size .pdf set of Final R/W Plans for the Project including a minimum of the Title Sheet, Index Sheet, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, Approach Tables Sheets and Summary of Quantities Sheets.
- B. One (1) .pdf copy of the Title and Encumbrance Report(s) for each of the parcels from which right of way is being acquired.
- C. One (1) .pdf copy of the Right of Way Engineering documents for each of the parcels from which right of way is being acquired, including a minimum of the Legal Description(s), Right of Way Parcel Plat, Area Computations, information concerning the acquisition of presently existing right of way, a list of the Conveyance Documents, and any other miscellaneous memorandums necessary to provide the services contained in this proposal.



VS ENGINEERING, INC.

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RIGHT OF WAY ACQUISITION SERVICES

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
Project Management for Right of Way Acquisition	\$1,050.00	Per Parcel
Recording of R/W Documents after Acquisition	\$ 75.00	Per Parcel

ESTIMATED FEES

<u>Task</u>	<u>Fee</u>
Project Management for Right of Way Acquisition	\$ 7,350.00
<u>Recording of R/W Documents</u>	\$ 525.00
TOTAL	\$ 7,875.00
Amount in Original Contract	\$ 6,300.00
Amount of Amendment	\$ 1,575.00

The fee for each task and the total fee are based on seven (7) parcels.

Note: Other subconsultants (to Eagle Ridge) will be responsible for APAs, Appraising, Review Appraisals, Negotiations/Buying and any other land acquisition services.

ESTIMATED FEES FOR SERVICES BY OTHERS

<u>Task</u>	<u>Fee</u>
Appraisal Problem Analysis (\$235/parcel)	\$ 1,645.00
Appraisals*	\$ 28,350.00
Review Appraisals*	\$ 13,460.00
Buying/Negotiations (\$1,785/parcel)	\$ 12,495.00
Relocation	<u>Not included</u>
TOTAL (by others)	\$ 55,950.00

*Appraisal and Review Appraisal fees assume one (1) long form residential appraisal, two (2) short form residential appraisals, one (1) long form commercial appraisal, one (1) short form commercial appraisal, and two (2) value finding appraisals.

The estimated fees are based on the unit prices in the INDOT Real Estate Services Fee Schedule dated October 1, 2017 (attached). Invoices shall be based on the number of each task completed multiplied by the unit price in the INDOT Real Estate Services Fee Schedule dated October 1, 2017.

C:\VS Work Files\Proposals\Eagle Ridge\Bloomington Trail\Land Acq\Winslow Land Acq Scope.docx

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	\$1,050.00 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 \$130.00 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 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 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 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 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)	\$235
Waiver Valuation: Any Property Type (Improved or Unimproved) CTC estimates not to exceed \$500 without INDOT approval	\$630
Value Finding: Any Property Type (Improved or Unimproved)	\$1,785
Short Form: Any Property Type (Improved or Unimproved)	\$2,625
Short Form: Residential / Ag (with affected improvements or a total take)	\$2,940
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$4,200
Long Form: Any Property Type (Unimproved)	\$3,150
Long Form: Residential / Ag (Improved)	\$4,200
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$10,500
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. 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, et.

Report Type	Per Parcel Fee
Waiver Valuation: Any Property Type (Improved or Unimproved)	\$370
Value Finding: Any Property Type (Improved or Unimproved)	\$895
Short Form: Any Property Type (Improved or Unimproved)	\$1,260
Short Form: Residential / Ag (with affected improvements or a total take)	\$1,420
Short Form: Commercial / Industrial / Multi-Family / Special / Billboard (with affected improvements or a total take)	\$2,000
Long Form: Any Property Type (Unimproved)	\$1,500
Long Form: Residential / Ag (Improved)	\$2,000
Long Form: Commercial / Industrial / Multi-Family / Special (Improved)	\$4,830

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, et.

Report Type	Per Parcel Fee
Total / Partial Acquisition	\$1,785
Temporary / Access Rights	\$1,470
Buying Review	\$300

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.	\$3,725
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.	\$3,725
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.	\$1,575
Residential and Business Review	100% once the parcel is compliant and closed	\$1,050
Personal Property Move Only Review	100% once the parcel is compliant and closed	\$400



Board of Public Works Staff Report

Project/Event: Approval of Contract with VS Engineering for Temporary Engineering Staff Services

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 12/11/2018

Report: This contract will allow the City's Planning and Transportation Department to receive temporary engineering staff support during a time when the City has unfilled engineering staff positions. The consultant will provide engineering services related to design, analysis, inspections, and other work as necessary. VS Engineering was selected from 6 firms that responded to a Request for Qualifications to provide this service. Work will be billed hourly on an as-needed basis with a total not-to-exceed contract amount of \$65,000.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Contract with VS Engineering for Temporary Engineering Staff Services.

Recommend Approval Denial by Neil Kopper

PROJECT NAME: Temporary Engineering Staff Services

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 11th day of December, 2018, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and VS Engineering, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive temporary engineering staff support services necessary to meet workload demands; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including design-related tasks, transportation-related tasks, field assessments, field inspections and updates of municipal code, 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. 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 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 **Sixty-Five Thousand Dollars (\$65,000.00)**. 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 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 unless otherwise directed by the Board or Kopper.

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, Indiana 47404

Consultant:

VS Engineering, Inc.
Attn: Sanjay B. Patel, PE
4275 North High School Road
Indianapolis, Indiana 46254

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

VS Engineering, Inc.

By: _____
Kyla Cox Deckard, President

Sanjay B. Patel, PE
President/Chief Executive Officer

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

Consultant shall provide temporary engineering support services on an as-needed basis. Work tasks may include, but are not limited to the following items:

Design-Related Tasks – prepare cost estimates for proposed or ongoing projects; complete small design projects (e.g., striping plans for an existing street, curb ramp improvement at existing intersection, traffic calming design, etc.); prepare pavement designs; prepare maintenance of traffic plans; review plans prepared by others; prepare annual 401 permit mitigation monitoring report; other similar tasks as required

Transportation-Related Inquiries – evaluate and respond to inquiries from citizens, other City departments, or other agencies (e.g., request for all-way stop control, request for updated signage, request for crosswalk, etc.)

Field Assessments – traffic observations; width, slope, or other measurements not requiring professional survey; line of sight assessments; other transportation-related field investigations

Field Inspections – inspection of utility cuts and patches; inspection to determine whether development-related construction within the right of way matches approved permit plans; other similar, small inspection jobs

Municipal Code Updates - (related to right of way excavations, street closures, right of way permits, etc.) – research and summarize example code from other cities; summarize and recommend priority updates for Bloomington’s code; draft code updates for review by the City’s legal department

Other - other civil/transportation engineering services as necessary

**EXHIBIT B
COMPENSATION**

This project is to be conducted on an hourly rate basis with an agreed Maximum Cost of **Sixty-Five** Thousand Dollars (**\$65,000.00**). Compensation will be determined using the following rates. 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).

Classification	Hourly Rate
Project Manager (Josh Eisenhauer, PE)	\$125.00
Field Inspector (Bob Falk)	\$98.00
Transportation Project Manager (Nick Jahn, PE)	\$155.00
Municipal Codes Reviewer (Amy Moore, PE)	\$155.00
Project Engineer III	\$125.00
Project Engineer II	\$112.00
Senior GIS Technician	\$107.00
Direct Expenses	At Cost
Subconsultants	Cost + 5%

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

After the Consultant is issued a Notice to Proceed for this Agreement, assignments shall be made by the Board or Kopper on an as-needed basis. Deliverables and schedule for individual assignment shall be agreed upon by Board or Kopper and Consultant.

This Contract shall be effective upon approval of the Board and shall remain in effect through December 31, 2019, unless either party terminates this Agreement in accordance with Article 7 of this Agreement.

**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>
Single Point of Contact / Project Manager	Josh Eisenhauer, PE
Field Inspector	Bob Falk
Transportation Project Manager	Nick Jahn, PE
Municipal Codes Reviewer	Amy Moore, PE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

1. The undersigned is the President/Chief Executive Officer of VS Engineering, Inc.
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.

Sanjay B. Patel, PE
President/Chief Executive Officer

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 _____, 2018.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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.

VS Engineering, Inc.

By: _____
Sanjay B. Patel, PE
President/Chief Executive Officer

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: _____



Board of Public Works Staff Report

Project/Event: Walnut Street Garage Urgent Repair
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 11.30.18

Report:

This is an exterior urgent repair as recommended by CE Solutions. Two sections of the west knee wall has spurring and in need of immediate removal as a preventative measure to prevent injury.

This was performed as an Emergency Repair and approved by the Controller's office and work has already been performed.

Total cost to repair = \$1,468.21

Funding Source will be: 452.26.260000.53650 (Other Repairs)

Recommend **Approval** **Denial by:** Ryan Daily



URGENT REPAIR:
AT TWO LOCATIONS NOTED, ADEQUATELY PROTECT SURROUNDING AREAS FROM DAMAGE, INCLUDING SIDEWALK BELOW, AND REMOVE ALL LOOSE CONCRETE. IF REINFORCING STEEL IS EXPOSED, COAT REBAR WITH ANTICORROSION AGENT AND ALLOW TO CURE.

City of Bloomington Emergency Purchase Justification Form

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

PURCHASE INFORMATION

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

The concrete at Walnut Street Garage 2nd and 6th Story has spalled. This represents an immediate safety concern for pedestrians and vehicles on the sidewalk and drive lane below.

- 2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

CE Solutions has recommended the removal immediately via. structural report.

- 3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

Cannot anticipate the areas in which concrete degradation will occur on the walls of the parking garage.

- 4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):

First available contractor for the job. Has perform various other repair work on the garages such as stairwells @ 4th.

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Ryan Daily
 Print/Type Name
 Department Head Signature

Garage Manager
 Print/Type Title
 Date

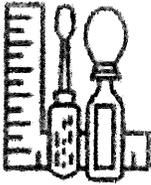
Public Works
 Department
 Telephone Number

Amount: \$ 1,468.21.

Budget Line: 452-24-260000-53650

Approved by: Jeffery H. Underwood
 Jeffery H. Underwood - Controller

Date: 12/31/18



ANN-KRISS LLC

736 S. Morton
Bloomington, Indiana 47403
812-361-7620
davedpadgett@yahoo.com

WORK PERFORMED AT:

TO: *City of Bloomington*
401 N. Morton
Bloomington

N. Walnut garage

DATE
11/30/18

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Estimate Repairs

① *Remove two areas of loose concrete from West stair of building*

~~\$~~ → *1,468.21*

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____ Dollars (\$ _____).

This is a Partial Full invoice due and payable by: _____

in accordance with our Agreement Proposal No. _____ Dated _____

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS LLC

FOR

Walnut Street Parking Garage Urgent Repairs

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 **Walnut Street Parking Garage Urgent Repairs**, (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 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 One Thousand Four Hundred and Sixty-Eight Dollars and Twenty-One Cents, (\$1,468.21). 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, Paring Garage Manager	Attn: Dave Padgett
P.O. Box 100 Suite 120	736 S. Morton
Bloomington, Indiana 47402	Bloomington, IN 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: December 11, 2018

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"

Urgent Repair of the Walnut Street Parking Garage

This project shall include, but is not limited to:

Two sections of the west knee wall have spurring and need immediate removal as a preventative measure to prevent injury.

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



Board of Public Works Staff Report

Project/Event: Morton Street Garage Sign Replacement
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 12.11.2018

Report:

The City of Bloomington is seeking to replace all wayfinding signage at the Morton Street Garage. This is a complete resigning of the entire facility – Levels 1 – 8. This includes all entry and exit signs, level signs, wayfinding, and public notice signs.

We contacted three vendors for this project:

Contractor	Date of Walkthrough	Bid Amount
Delphi Signs		No response
Fast Signs	10/22/2018	\$ 57,445.75
Everywhere Signs	8/20/2018	No response after initial walkthrough

We recommend using Fast Signs Inc. for the removal and installation of all new parking signs.

Total cost to repair = \$57,445.75

Funding Source will be: 452.26.260000.52310 (Building Material and Supply) \$46,695.75
452.26.260000.53610 (Building Repairs) \$10,750.00

Recommend **Approval** **Denial by:** Ryan Daily

Board of Public Works
Staff Report

Created Date: 10/23/2018

DESCRIPTION: Morton Street Parking Garage Signage

Bill To: City of Bloomington Parking Garages
220 N. Morton St.
Bloomington, IN 47404
US

Pickup At: FASTSIGNS of Bloomington
2454 S. Walnut St.
Bloomington, IN 47401
US

Requested By: Jessica Goodman

Salesperson: Leighla Taylor

Email: goodmanj@bloomington.in.gov

Work Phone: (812) 369-3622

NO.	Product Summary	QTY	UNIT PRICE	AMOUNT
1	18"h x 12"w - No Parking Signs (EG REFLECTIVE)	17	\$68.8129	\$1,169.82
2	18"h x 12" Aluminum .080 - Handicap Parking (EG REFLECTIVE) 8 van accessible	16	\$68.82	\$1,101.12
3	12"h x 18"w Aluminum .080 - Parking Number Signs (level 8)	521	\$53.6388	\$27,945.84
4	12"h x 18"w Aluminum .040 - Attention Reserved	6	\$35.7283	\$214.37
5	18"h x 12"w Aluminum .080 - Tow Signs	4	\$54.235	\$216.94
6	18"h x 12"w Aluminum .080 - Roof Access (Level 8)	4	\$54.235	\$216.94
7	18"h x 12"w Aluminum .080 - 15 Min Parking Only	3	\$54.4033	\$163.21
8	24"h x 18"w Aluminum .040 - Level Signs	40	\$45.876	\$1,835.04
9	36"h x 18"w Aluminum .040 - Level Signs with Directional Arrow	8	\$66.2538	\$530.03
10	12"h x 18"w Aluminum .040 - Level Signs for STAIRWELLS	14	\$34.7221	\$486.11
11	24"h x 18"w Aluminum .040 - Take Belongings Sign	24	\$45.9192	\$1,102.06
12	12x18 Aluminum .040 - 15min Grace Period	1	\$40.40	\$40.40
13	24" x 18" Aluminum .080 - Pedestrian Crosswalk (EG Reflective)	2	\$119.37	\$238.74
14	22"h x 30"w Aluminum .040 - Pay Station Sign (EG Reflective)	1	\$100.13	\$100.13
15	24"h x 18"w Aluminum .080 - Paid for Parking at toll (EG REFLECTIVE) 8 van accessible	1	\$113.77	\$113.77
16	10"h x 36"w Aluminum .040 - Stair Signs	8	\$45.8475	\$366.78
17	36"h x 18"w Aluminum .040 - Elevator/Stair Signs	8	\$66.2538	\$530.03
18	45"h x 22" w Wind Signs - Black Frames with Aluminum .040 Inserts (EG REFLECTIVE)	4	\$972.92	\$3,891.68

19	7"h x 96"w Aluminum .080 - Clearance Bar 6' 8" (EG REFLECTIVE) 8 van accessible	1	\$245.71	\$245.71
20	15"h x 60"w - Aluminum .080 Hanging arrow at entrance (EG REFLECTIVE) 8 van accessible	1	\$214.15	\$214.15
21	15"h x 60"w Aluminum .080 - Enter & Exit (EG REFLECTIVE)	2	\$164.415	\$328.83
22	15"h x 60"w Aluminum .040 - Enter & Exit (EG REFLECTIVE)	5	\$126.866	\$634.33
23	7"h x 10"w Aluminum .040 - No Smoking Elevator Sign	1	\$39.75	\$39.75
24	5" x 7" Aluminum .040 - Address Sign for Elevator	1	\$35.88	\$35.88
25	6"H X 7"w Aluminum .040 - Hilton Interior Elevator Sign	1	\$39.05	\$39.05
26	20"h x 12"w Aluminum .040 - Hilton Guests Only Beyond This Point *Alternatively we could apply a vinyl decal over the existing sign.	1	\$41.00	\$41.00
27	18"h x 36"w Aluminum .080 - Hilton Garden Hanging Sign	1	\$122.02	\$122.02
28	12" x 18" Aluminum .040 - Exterior Hilton Sign Near Elevators Each Level *Alternatively we could apply a vinyl decal over the existing sign.	8	\$68.9225	\$551.38
29	5" x 7" No Refunds Sticker with UV Laminate	1	\$6.34	\$6.34
30	48"h x 72"w Aluminum .080 - Garage Entry Sign off Morton (EG REFLECTIVE)	1	\$759.37	\$759.37
31	24" x 24" Aluminum .080 - Exterior Rates Sign (EG REFLECTIVE)	1	\$144.65	\$144.65
32	12" x 18" Aluminum .080 - No Boats or Trailers Allowed (EG REFLECTIVE)	1	\$67.44	\$67.44
33	12" x 18" Aluminum .080 - No Scooters Allowed (EG REFLECTIVE)	1	\$67.44	\$67.44
34	Exterior Dimensional Letter Sign - Off Morton Copy: MORTON STREET GARAGE + logo PUBLIC PARKING 1/2" acrylic painted one standard color	1	\$3,135.40	\$3,135.40
35	Estimated Installation & Hardware Includes - Removal of existing signs - Patching Holes from removal of existing signs with concrete sealant - Installation of new signs - Disposal of all old signs	1	\$10,750.00	\$10,750.00

This quote is valid for 30 days.

Subtotal:	\$57,445.75
Taxes:	\$0.00
Grand Total:	\$57,445.75

Terms & Conditions

Approval for this estimate must be received before work will begin. If a proof is required, production time starts after proof approval. Please notify your salesperson if you are under a deadline for your order.

Art & Color

Vector files are preferred in .ai, .eps, or .pdf. Please create outlines for any text and embed any images. Raster files will require a minimum of 75 dpi at actual size. If color is to be specific, please specify a PMS color from the solid coated

library. If color must match an existing print, please provide a sample.

Payment Terms

A deposit is required at the time the order is placed with the balance due immediately upon receiving the completed order unless the customer is set up on terms. Terms can be established by approval of a credit application. We will notify you as soon as your order is built and ready for pick-up. Customer's credit card will be charged for any remaining balance if the sign is not picked up within 30 days from completion of the order.

Cancellation

Once the estimate has been approved by the customer and put into production, there is no cancellation policy for physical goods. Customer will be responsible for all production costs associated with the order and invoiced accordingly. For installations, we require at least 48 hours notice for cancellations or a cancellation fee may apply. We reserve the right to determine the point at which weather conditions become too adverse to continue work.

Vehicle Wraps/Graphics

In all estimates, we assume that the vehicle surfaces are clean and in good condition. Surfaces that are not clean and in good condition may require additional prep labor and fee may apply. All new paint must be properly cured (minimum 30 days) before vinyl installation.

Warranty

For vehicle wraps/graphics, the performance of any film is warranted by the manufacturer and we can provide product bulletins for the film being used on your vehicle upon request. For banners, signs, and all other product that FASTSIGNS manufacturers or installs, there are no manufacturers warranties implied. Please notify us of any defects immediately upon receipt or installation. Once the customer receives the finished product, customer assumes total and complete liability for the product.

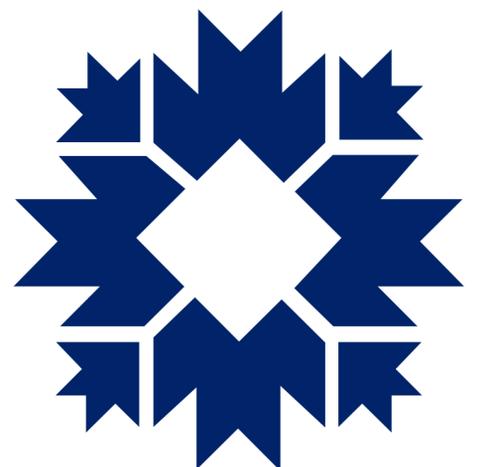
Ordinance

Customer is responsible for insuring that all signage ordered will meet all state, county, city and community association ordinances. FASTSIGNS will not be responsible for any order placed that does not meet all ordinances.

Signature: _____ **Date:** _____

Level

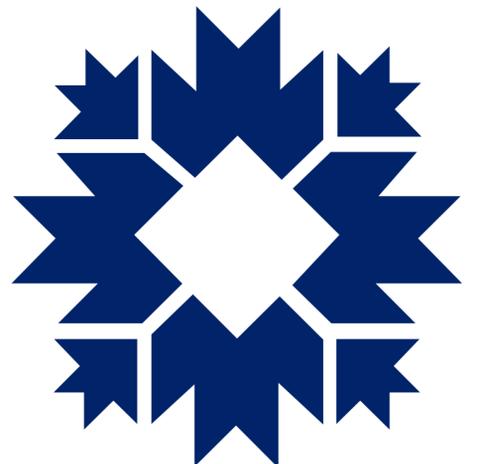
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CITY OF BLOOMINGTON

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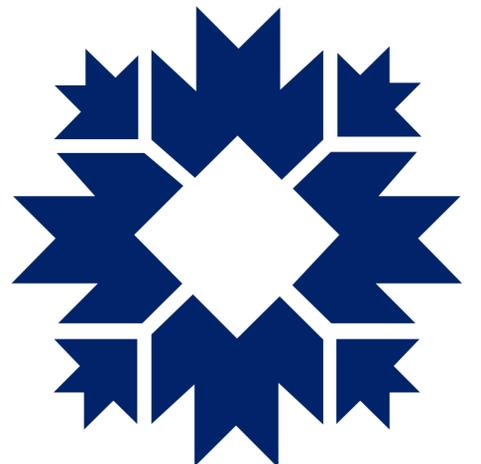
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CITY OF BLOOMINGTON

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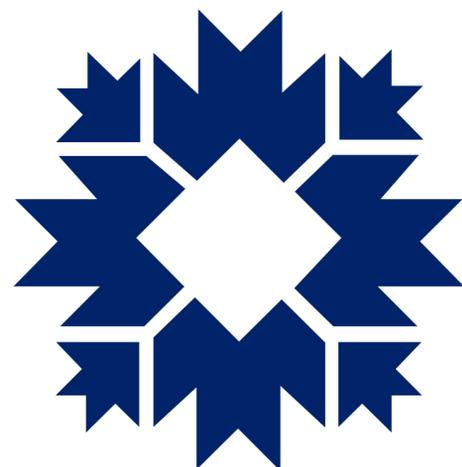
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CITY OF BLOOMINGTON

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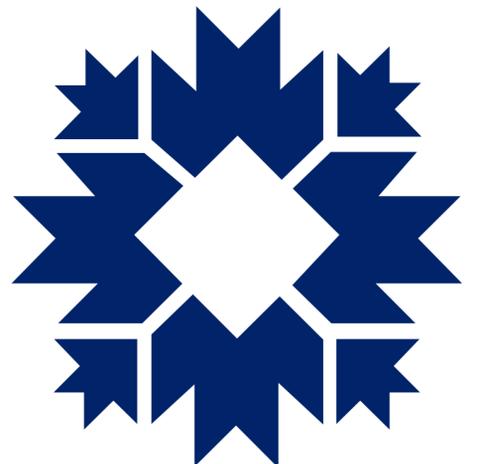
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CITY OF BLOOMINGTON

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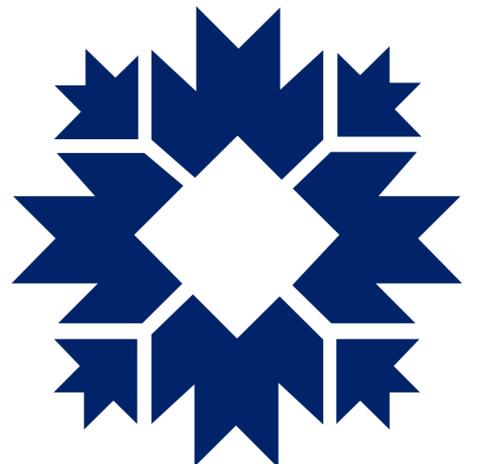
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CITY OF BLOOMINGTON

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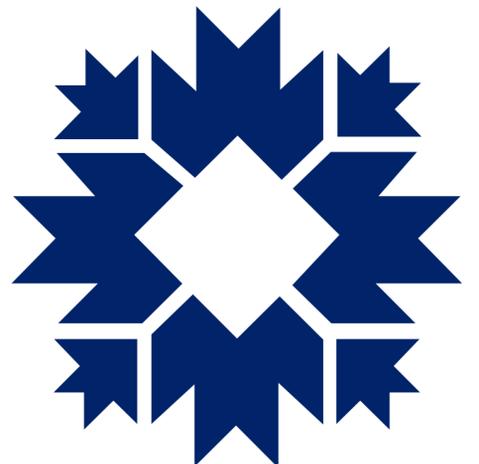
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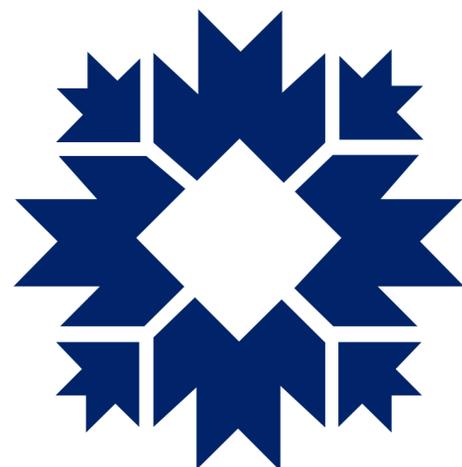
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CITY OF BLOOMINGTON

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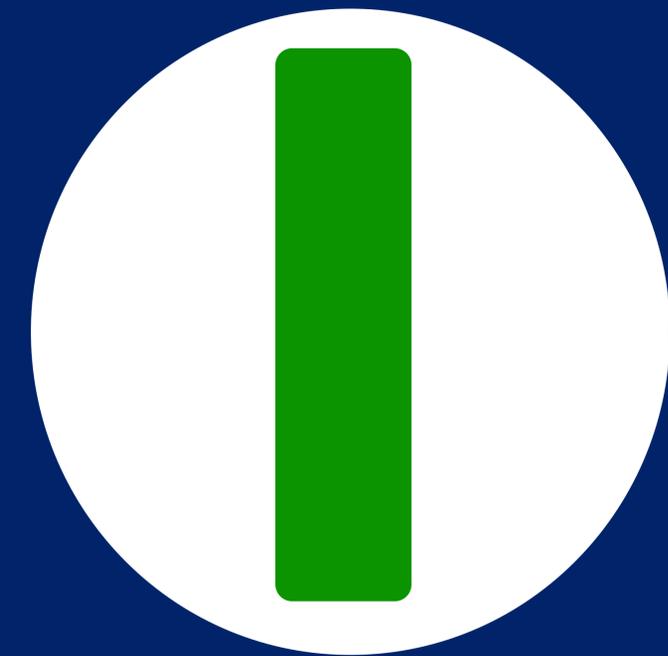
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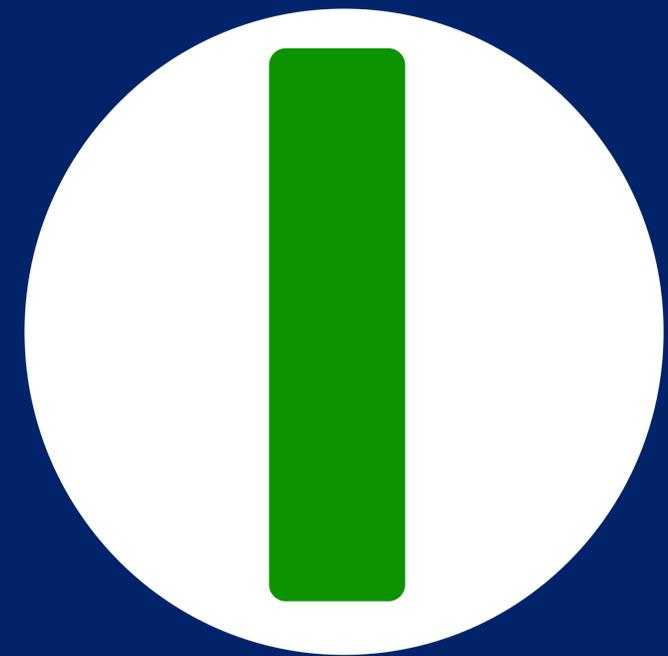
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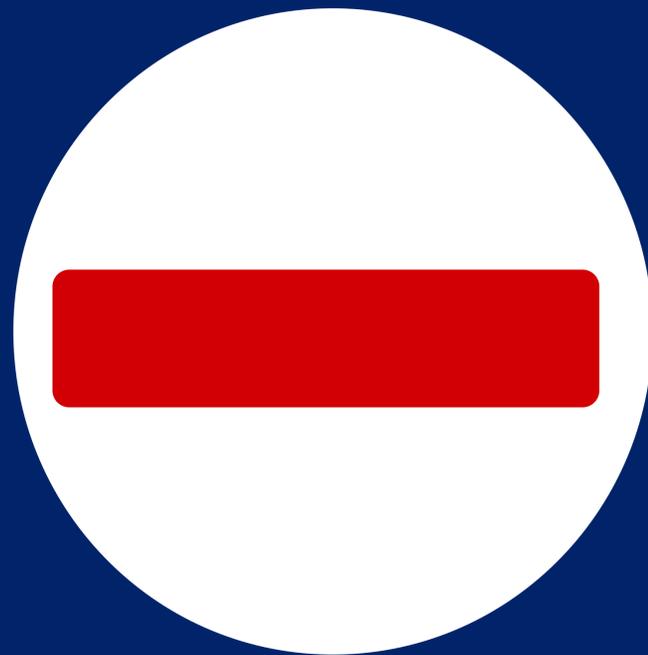
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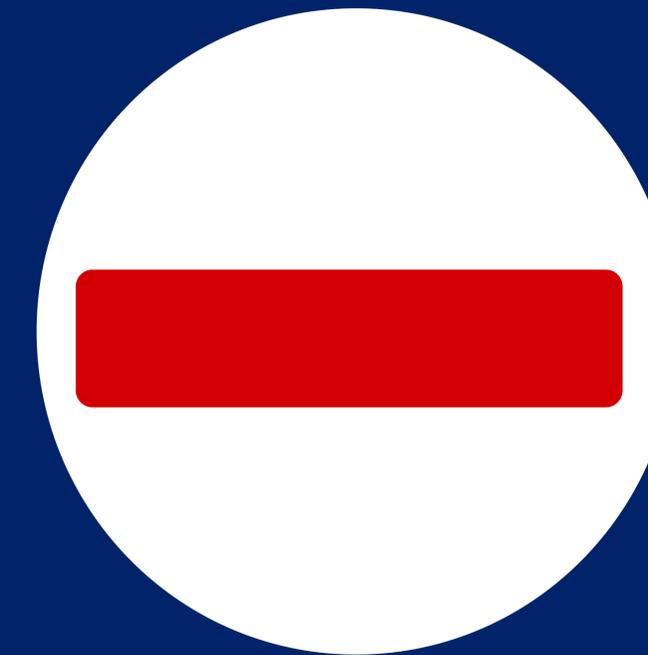


ENTRANCE





EXIT



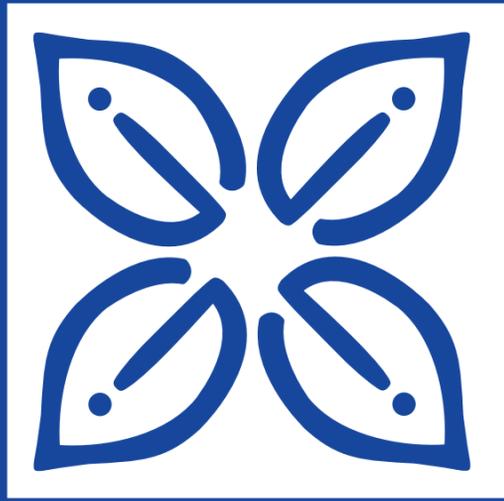
ENTRANCE

EXIT

DO NOT ENTER

⊖ DO NOT ENTER ⊖

DO NOT ENTER



Hilton
Garden Inn®

ENTRANCE

LEVEL 1

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

FastSigns

FOR

New Wayfinding Signage @ Morton Street Parking Garage

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and **FastSigns** (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **New Wayfinding Signage @ Morton Street Parking 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 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 Fifty-Seven Thousand, Four Hundred Forty-Five Dollars and Seventy-Five Cents (\$57,445.75). 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	Fast Signs
Attn: Ryan Daily	ATTN: Leighla Taylor
245 W 7 th Street	2454 S. Walnut
Bloomington, Indiana 47404	Bloomington, IN 47401

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

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until 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: December 11, 2018

City of Bloomington
Bloomington Board of Public Works

FastSigns

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"

Resign Morton Street Paring Garage – New Wayfinding Signs

This project shall include, but is not limited to:

- i. Contractor shall remove all old parking signs and fill all holes with concrete sealant
- ii. Contractor shall dispose of all old signage and debris of work
- iii. Contractor shall propose new wayfinding signs to coincide with parking equipment to be easily identifiable and serviceable to customers
- iv. Contractor shall use City of Bloomington Logo on all signage
- v. Contractor shall replace clearance bar. Clearance Bar shall be 8 feet wide, 4 inches tall, and a clearance of 6 feet 10 inches.

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

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: 4th Street Garage Consulting, CE Solutions Consulting Services – Addendum #3
Petitioner/Representative: Public Works , Ryan Daily
Staff Representative: Ryan Daily
Date: 11.30.18

Report:

CE Solutions was hired to provide consulting advice and services for the City of Bloomington regarding the structural condition of the 4th Street Garage.

CE attended the Redevelopment Commission Board meeting and provided a walkthrough of the facility. They also were requested to attend the City of Bloomington Common Council's hearings.

Total cost = \$7,205.78

Funding Source will be: 452.26.260000.53170 (Management Fee and Consultants)

Recommend **Approval** **Denial by:** Ryan Daily



Bill To
 City of Bloomington
 Controller's Office
 401 N. Morton St #240
 BLOOMINGTON, IN 47404

Ship To
 220 E 3rd St
 BLOOMINGTON, IN 47401

Reprint Purchase Order
 No. 2018-00008497

11/29/18

Vendor 6197 CE Solutions, INC

Contact
 CE Solutions, INC
 10 Shoshone Drive
 CARMEL, IN 46032

Deliver by
Ship Via
Freight Terms
Originator Christina Smith
Resolution Number
Payment Terms

Quantity	U/M	Description	Unit Cost	Total Cost
1.0000	Ea	Services - Consulting	\$7,205.7800	\$7,205.78
<i>Item Description</i> Additional Professional Servcies at 4th St Garage				
<i>G/L Account</i>		<i>Project</i>	<i>Amount</i>	<i>Percent</i>
452-26-260000-53170 (Mgt. Fee, Consultants, and Workshops)				100.00%

Level	Level Description	Date	Approval User
1	L1 Entry	11/28/2018	Christina Smith
3	L3 Dept Head	11/29/2018	Adam Wason

Subtotal \$7,205.78
Sales Tax \$0.00
Total Due \$7,205.78

Open Total Cost \$7,205.78
 Amount Voided
 Open Amount Expensed
 Open Amount Encumbered \$7,205.78
 Amount Discounted
 Open Amount Remaining \$7,205.78

Special Instructions

**ADDENDUM #3 TO SERVICES AGREEMENT WITH
CE SOLUTIONS, INC., FOR CONSULTING SERVICES FOR
4TH STREET PARKING GARAGE**

This Addendum #3 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 was requested to attend a Redevelopment Commission meeting and provide a walkthrough of the parking facility. CONSULTANT was also requested to attend Common Council hearings. This Addendum #3 is for Additional Services regarding the 4th Street Parking Garage only. The Additional Services and the Fee Adjustment of Seven Thousand, Two Hundred Five Dollars and Seventy-Eight Cents (\$7,205.78) for these Additional Services are contained in a purchase order dated November 29, 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 Two Hundred Twenty-Seven Thousand, Fifty-Five Dollars and Seventy-Eight Cents (\$227,055.78).

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 11th day of December, 2018.

CE SOLUTIONS, INC.

CITY OF BLOOMINGTON, INDIANA

By: _____
Steven P. Osborn, PE, SE
Title: Principal / President

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



Board of Public Works Staff Report

Project/Event: Painting of City Hall Windows and Repair of Generator Enclosure

Petitioner/Representative: Department of Public Works

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

Meeting Date: December 11, 2018

This project is to scrape and paint the windows at City Hall. It will also include rebuilding the panels on the generator enclosure and painting them. There were three quotes solicited. They are as follows:

Color Theory, LLC	Painting	\$14,253.20
	Generator Enclosure	No Bid
Advantage Painting	Painting	\$11,500.00
	Generator Enclosure	No Bid
Ann-Kriss LLC	Painting	\$10,483.18
	Generator Enclosure	\$ 3,877.22

Staff recommends awarding the contract for painting and generator enclosure repairs to Ann-Kriss LLC.

Respectfully submitted,

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

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS LLC

FOR

PAINTING WINDOWS AND REPAIR OF GENERATOR ENCLOSURE AT CITY HALL

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 **painting windows and repairing generator enclosure at City Hall**, (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 180 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 Fourteen Thousand, Three Hundred Sixty Dollars and Forty Cents (\$14,360.40). 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) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that 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	Ann-Kriss LLC
Attn: J.D. Boruff, Facilities Director	Attn: Dave Padgett
P.O. Box 100	736 South Morton Street
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: December 11, 2018

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"

PAINTING WINDOWS AND REPAIR OF GENERATOR ENCLOSURE AT CITY HALL

This project shall include, but is not limited to, the following SCOPE OF WORK:

Ann-Kriss LLC will provide all necessary labor and materials (except primer and paint) to complete the following:

Inclusions for Painting:

1. Power wash the exterior of the building.
2. Scrape and prime all designated windows, metal trim, doors, overhangs, and generator enclosure panels. Primer shall be an Alkyd type primer.
3. Finish paint all areas mentioned above.
4. Install new window keepers on metal storm windows.
5. Thoroughly clean work area.

Inclusions for Generator Enclosure Repair:

1. Remove existing rotted and broken pieces.
2. Replace these pieces to match existing panels.
3. Dispose of material removed.
4. Caulk and seal all cracks, joints, and openings.
5. Paint panels to match trim on City Hall building.
6. Thoroughly clean work area.

Exclusions:

1. City shall provide all primer and 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



Board of Public Works Staff Report

Project/Event: Installation of Access Ramp, Railing, and Bollards at Sanitation Garage

Petitioner/Representative: Department of Public Works

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

Meeting Date: December 11, 2018

This project has already begun under emergency purchase procedures approved by the Controller's office. Timing was critical to enable the removal of the carts from their current storage location. The storage location is within the extent of construction for the Switchyard Park, and the carts must be removed in the next few days.

The contract price for installation of the ramp, railing, and bollards to protect the ramp is \$6.053.10. Ann-Kriss LLC was chosen to perform the work.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive, slightly slanted style.

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



ANKRISS SERVICES

736 S. MORTON ST.
BLOOMINGTON IN. 47403
812/361-7620

Date

11/11/18

Purchaser

City Bloomington
401 N. Morton St.
Bloomington In

Sanitation Garage
ATTN: J.D. Boruff

Basic Project Description

Sanitation Garage → ① Build
a simple wood fence along edge of mezzanine
② Build a walk-up Ramp from concrete floor to fence

Options

Install 1 1/2"
diameter bollards
in floor = 4 @ 30'
each - min. = 3

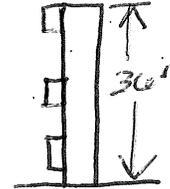
Base price

\$ 3,721.00

Sales tax

Total

\$ 3,721.00



Simple handrail

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 _____

City of Bloomington Emergency Purchase Justification Form

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

PURCHASE INFORMATION

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

We moved carts to 4 different locations and are trying to find permanent storage area for them. We want them out of the elements which causes them to crack. The area they are stored in is currently scheduled to be demolished (Switchyard Park) Dec 1st. We have an area that was built to be a storage area, however there is no safe access to get the carts there (a ramp needs built) and railing installed for safety purposes.

2. State the facts that lead to the conclusion that financial or operational damage or risk of damage will occur if needs are not satisfied immediately (do not simply say that there will be damage or risk of damage):

The carts being stored outside last year caused many (over 100) to get water inside, freeze, then crack where they are unable to be used.

3. State why the needs were not or could not be anticipated so that goods or services could not have been purchased following standard procedures:

We just learned last week the demolition date on the area they are stored in is Dec 1st.

4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):

Facilities called this particular contractor to perform this on such a short notice

I certify that the above statements are true and correct, and that no other material fact or consideration offered or given has influenced this recommendation for an emergency procurement.

Rhea Carter

Print/Type Name

Department Head Signature

Sanitation Director

Print/Type Title

Date

Sanitation

Department

327-0211

Telephone Number

Amount: \$6,053.10

Budget Line: 53650

Approved by:

Jeffery H. Underwood - Controller

Date:

11/14/18

Fence and ramp installation = \$3,721.60

Bollard installation (5) @\$466.30 = \$2,331.50

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANN-KRISS LLC

FOR

ACCESS RAMP, RAILING, AND BOLLARDS AT SANITATION 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 **installing access ramp, railing, and bollards at the Sanitation 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 180 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 Six Thousand, Fifty-Three Dollars and Ten Cents (\$6,053.10). 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	Ann-Kriss, LLC
Attn: J.D. Boruff, Facilities Director	Attn: Dave Padgett
P.O. Box 100	736 South Morton Street
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: December 11, 2018

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"

ACCESS RAMP, RAILING, AND BOLLARDS AT SANITATION GARAGE

This project shall include, but is not limited to, the following SCOPE OF WORK:

Ann-Kriss, LLC will provide all necessary labor and materials to complete the following:

1. Construct handrail along edge of mezzanine.
2. Construct ramp from garage floor to floor level of mezzanine with handrail.
3. Install five bollards consisting of 6" steel pipe, mounted "in Ground", and filled with concrete.

Exclusions:

1. Any electrical work shall be the responsibility of the City.
2. City shall supply any paint or primer needed.

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



Board of Public Works Staff Report

Project/Event: Stair Tread Replacement at Fire Station #2
Petitioner/Representative: Bloomington Fire Department
Staff Representative: J. D. Boruff, Operations and Facilities Director
Meeting Date: December 11, 2018

This project is to correct a safety issue at Fire Station #2. The treads on the stairs have begun coming loose in large numbers. Previous attempts have been made to re-glue the treads, with little success.

Three prices were solicited and are as follows:

Carpets Plus Colortile	\$6,300.00
Bounds & McPike	\$8,116.80
Owen Valley Flooring	\$5,407.00

Staff recommends awarding the contract to Owen Valley Flooring for \$5,407.00.

Respectfully submitted,

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

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

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

OWEN VALLEY FLOORING

FOR

REPLACEMENT OF STAIR TREADS AT FIRE STATION #2

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Owen Valley Flooring, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Replacement of stair treads at Fire Station #2 enclosure**, (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 180 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 Five Thousand, Four Hundred Seven Dollars (\$5,407.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

3.05 For projects utilizing federal funding the CONTRACTOR shall submit time sheets (WH-347) for his 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	Owen Valley Flooring
Attn: J.D. Boruff, Facilities Director	Attn: David Henk
P.O. Box 100	2237 SR 67
Bloomington, Indiana 47402	Spencer, Indiana 47468

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: December 11, 2018

City of Bloomington
Bloomington Board of Public Works

Owen Valley Flooring

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"

REPLACEMENT OF STAIR TREADS AT FIRE STATION #2

This project shall include, but is not limited to, the following SCOPE OF WORK:

Owen Valley Flooring will provide all necessary labor and materials to complete the following:

1. Remove existing stair treads and clean surface.
2. Install new floor treads and glue in place
3. Thoroughly clean work area upon completion of work.

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: Two-Way Radio Communication Service Agreement with ERS OCI Wireless

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Meeting Date: December 11, 2018

Agreement with ERS OCI Wireless for two-way radio communication services for Public Works Divisions (Street Department and Sanitation Department). This system is compatible with other city divisions making it possible to join frequency in times of emergency in the future. This is a 5 year service contract.

ERS OCI \$ 193,261.00

Staff recommends to award contract service agreements to ERS OCI Wireless.

Recommend Approval by Joe VanDeventer



CITY OF BLOOMINGTON

APPROVAL TO USE SPECIAL PURCHASING METHOD

Check the box for the purchasing method this request applies to

- Auction Purchase Equipment Compatibility GSA Special Pricing No response to RFQ/ITB
- Licensing Agreement Governmental Discount Single/Sole Source

Email this Request Form to Jeff Underwood: underwoj@bloomington.in.gov

- 1) Request Date 11/15/18
- 2) Requestor Name Adam Wason
 Department Public Works/Street Department & Sanitation
 Telephone and E-mail 812-349-3448 and vandevej@bloomington.in.gov
- 3) Value of Proposed Contract or Purchase \$ 193,261.00 (5 year Service contract - See att
 Recommended Vendor ERS OCI Wireless
 Budget Line MVH 451.02.0000.4450 (2019 Budget)

Detail Justification that Validates Special Purchasing Method. Please attach any supporting documents.

Compatible with other City divisions (Fire, Police, Sanitation, Street). Local turnaround on repairs/problems. Buying service not equipment (radios). ERS uses motorola equipment which is the State QPA.

Describe the product or service the vendor will provide and explain why this meets the special purchasing method checked above.

Two way radio communication service for our Public Works Divisions (Street & Sanitation). Compatible with other city divisions making it possible to join frequency in need of emergency in the future.

Detail the research performed to determine this purchase method is the best solution for the city.

B&L Communications - out of business
ECS - Kenwood dealer (provide some services and also uses Kenwood equipment)
ERS/OCI did a test run with equipment installed in city vehicles with Street & Sanitation Departments and it met the two way radio communication needs of the departments.

Describe why this vendor and solution was chosen.

Compatibility to Police & Fire emergency response equipment.

Approved By:

Jeffery H. Underwood
Jeffery H. Underwood
Controller

12/16/18
Date

AW
Department Head

12/6/18
Date

Start up costs			
STREET	Activation & Installation Fee	Annual Fee	Total Cost
2019	\$ 13,663.00	\$ 26,997.80	\$ 40,660.80
2020		\$ 26,997.80	\$ 26,997.80
2021		\$ 26,997.80	\$ 26,997.80
2022		\$ 26,997.80	\$ 26,997.80
2023		\$ 26,997.80	\$ 26,997.80
TOTAL 5 YEAR CONTRACT			\$ 148,652.00

Start up costs			
SANITATION	Activation & Installation Fee	Annual Fee	Total Cost
2019	\$ 3,860.00	\$ 8,149.80	\$ 12,009.80
2020		\$ 8,149.80	\$ 8,149.80
2021		\$ 8,149.80	\$ 8,149.80
2022		\$ 8,149.80	\$ 8,149.80
2023		\$ 8,149.80	\$ 8,149.80
TOTAL 5 YEAR CONTRACT			\$ 44,609.00

AGREEMENT BETWEEN THE STREET AND SANITATION DIVISIONS
OF THE CITY'S PUBLIC WORKS DEPARTMENT
AND ERS-OCI WIRELESS

This Agreement entered into on this _____ day of _____, 2018, by and between the City of Bloomington Public Works Department's Street Division and Sanitation Division through the Public Works Department (hereinafter referred to as "Department"), and ERS-OCI Wireless ("Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to enter into a contract for the provision and maintenance of a two-way radio communication service, which shall be hereinafter referred to as "the Services"; and

WHEREAS, this communication system is compatible with the system used by other City Departments, which will make it possible to join frequency in the future when dealing with an emergency; and

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

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

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

Article 1. Scope of Services: Contractor shall provide the Services as 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 provide the Services under this Agreement and shall complete the Services described in this Agreement consistent with the Standard of Care identified in Article 2.

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

Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any 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 ("Standard of Care"). The Department

shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation: The Department shall pay Contractor a fee based on the payment schedule set forth in Exhibit B. 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-Eight Thousand, Six Hundred Fifty-Two Dollars (\$148,652.00)** for the Street Division. The total compensation paid, including fees and expenses, shall not exceed the amount of **Forty-Four Thousand, Six Hundred Nine Dollars (\$44,609.00)** for the Sanitation Division. Total compensation paid under this Agreement shall not exceed **One Hundred Ninety-Three Thousand, Two Hundred Sixty-One Dollars (\$193,261.00)**.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Department or the Department's designated representative prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule: Contractor shall perform the Services described in Exhibit A, within sixty (60) months of the execution of this Agreement.

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

The Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department, and the Department shall pay the Contractor for all the Services performed up to the date that written

notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to 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 10 herein.

Article 8. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualification and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Reuse of Instruments of Services: All documents, including but not limited to, drawings, specifications and computer software prepared by Contractor pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Department or others on modifications or extensions of this project or on any other project. The Department may elect to reuse such documents; however, any reuse without prior written authorization of Contractor will be at the Department's sole risk and without liability or legal exposure to Contractor. The Department shall indemnify and hold harmless the Contractor against all judgments, losses, claims, damages, injuries and expenses arising out of or resulting from such unauthorized reuse. Any verification or adaptation of documents by the Contractor will entitle the Contractor to additional compensation at rates to be agreed upon by the Department and the Contractor.

Article 10. Ownership of Documents and Intellectual Property: All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of the Contractor.

Article 11. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

Article 12. Indemnification: Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of Contractor or its agents or employees, or any independent contractors directly responsible to it.

Article 13. 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 Department, 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 Department prior to the commencement of work under the Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, Department shall have the right at its election to terminate the Agreement.

Article 14. 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. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 15. 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 16. 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 17. Assignment: Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 18. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

Article 19. 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 20. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non- discrimination in all regards, including, but not limited to, employment.

Article 21. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction 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 Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 22. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

Contractor:

City of Bloomington
Public Works Department
Attn: Joe VanDeventer
1981 S. Henderson Street
Bloomington, IN 47401

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

Article 23. Intent to be Bound: The Department 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 24. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

Article 25. E-Verify: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit C, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any 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) 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 City shall terminate the Agreement, unless the City Department 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 terminated 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.

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

Article 26. 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 D is attached hereto and incorporated herein by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

ERS-OCI WIRELESS

Signature and Title

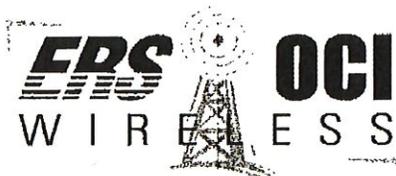
CITY OF BLOOMINGTON PUBLIC WORKS DEPARTMENT

Adam Wason, Director

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

EXHIBIT A
SCOPE OF SERVICES



P.O. Box 110, Ligonier, IN 46767
 260-894-4145 Fax: 260-894-7581
 www.ers2way.com

Date:

ERS TRBO SELECT (CDR) Contract:

- 1) Customer Legal Name:
- 2) Contact Name and Title:
- 3) Billing Address:
- 4) Physical Address:
- 5) Phone Number:
- 6) Email Address:
- 7) Initial Contract Term:
- 8) Contract Start Date:
- 9) How would the customer like to pay:

Monthly	<input type="checkbox"/>
Quarterly	<input type="checkbox"/>
Semi-Annual	<input type="checkbox"/>
Annual	<input checked="" type="checkbox"/>
- 10) Pricing Quoted:

Please complete below form:

Qty	Radio Model/Data	Standard Monthly per Unit	Quoted Monthly Rate	Monthly Extended
Monthly Fees				
1	XPR7350 Portable	\$42.00	\$36.55	\$36.55
	XPR7550 Portable	\$47.00	\$0.00	\$0.00
	SL7550 Portable	\$49.00	\$0.00	\$0.00
	XPR5350 Mobile	\$37.00	\$0.00	\$0.00
64	XPR5550 Mobile	\$42.00	\$33.15	\$2,121.60
2	Other:	\$0.00	\$45.00	\$90.00
	XPR Control Station*	\$48.00	\$0.00	\$0.00
	Add Additional Talkgroups	\$2.00	\$0.00	\$0.00
	Add Private Call	\$5.00	\$0.00	\$0.00
	Add Text Messaging	\$2.00	\$0.00	\$0.00
	Add GPS Locatin Services	\$10.00	\$0.00	\$0.00

Total Monthly Fee: \$2,248.15

	Upfront Fees	Std Fee	Quoted Fee	Description of Services
67	Activation Fee(required for all units)	\$100.00	\$25.00	\$1,675.00
64	Installation Fee(required for all mobile units)	\$150.00	\$167.00	\$10,688.00 Installation in Truck/Dump Truck
2	Other upfront charges	\$0.00	\$650.00	\$1,300.00 Installation of Desktop Communicator

Total Upfront Fee:	\$13,663.00
--------------------	-------------

*Includes radio, power supply and magnetic mount antenna.

Scope of the Project:

11) General description of Project:

64 Mobile radios installed in street department vehicles, 1 Portable radio, Install 2 WAVE Desktop Communicator licenses,

12) Coverage or Sites to be Included:

City of Bloomington plus minor surrounding area

13) # of Talkgroups

One

14) If Private Call is being added, what radios will have access

N/A

15) If Text is being added, what radios will have access

N/A

16) If GPS is being added, will all radios be active and what is the interval time required

N/A

17) Is ERS adding additional site or infrastructure for this customer

N/A

18) If installs are required, where will they take place

At customer Location IN bloomington, IN

19) If installs are required, will it be during normal business hours - Monday - Friday 8am to 5pm

Normal Business Hours

20) If installs are required, please describe any other details of the installation, including an alternate contact

Customer Responsibilities for the project - Site Access, being organized so techs are not standing around, etc

21)

Vehicle Availability for installaion efficiency

Additional charges may apply if the customer does not have vehicles or facilities available for the installs at the agreed upon time and place. If delays are caused by the customer not having vehicles available and additional trips to the site are required, fees may apply.

22) Additional Information for the customer:

ERS-OCI Wireless will maintain ownership of the equipment at all times, ERS-OCI Wireless will maintain the equipment under this agreement for normal usage failures. The infrastructure equipment is owned and maintained by ERS-OCI Wireless. The standard portable radio package includes a radio, battery, belt clip, antenna and single unit charger. **Battery replacements or other accessories(not part of standard package) are not included as a part of this agreement.** Physical or liquid damaged repairs, lost/stolen equipment replacements, or Acts of God are the responsibility of the User to repair or replace back into the agreement. There will be a fee of \$200.00 per unit for early termination and all equipment must be returned to ERS-OCI Wireless. ERS-OCI Wireless will determine if equipment to be returned must be removed by a qualified technician.

23) If control stations are present, the products that will be purchase by the customer upfront:



P.O. Box 110, Ligonier, IN 46767
 260-894-4145 Fax: 260-894-7581
 www.ers2way.com

Date:

ERS TRBO SELECT (CDR) Contract:

- 1) Customer Legal Name:
- 2) Contact Name and Title:
- 3) Billing Address:
- 4) Physical Address:
- 5) Phone Number:
- 6) Email Address:
- 7) Initial Contract Term:
- 8) Contract Start Date:
- 9) How would the customer like to pay:

Monthly	<input type="checkbox"/>
Quarterly	<input type="checkbox"/>
Semi-Annual	<input type="checkbox"/>
Annual	<input checked="" type="checkbox"/>

10) Pricing Quoted:

Please complete below form:

Qty	Radio Model/Data	Standard Monthly per Unit	Quoted Monthly Rate	Monthly Extended
Monthly Fees				
1	XPR7350 Portable	\$42.00	\$36.55	\$36.55
	XPR7550 Portable	\$47.00	\$0.00	\$0.00
	SL7550 Portable	\$49.00	\$0.00	\$0.00
	XPR5350 Mobile	\$37.00	\$0.00	\$0.00
15	XPR5550 Mobile	\$42.00	\$33.15	\$497.25
	Other:	\$0.00	\$45.00	\$0.00
1	XPR Control Station*	\$48.00	\$38.25	\$38.25
	Add Additional Talkgroups	\$2.00	\$0.00	\$0.00
	Add Private Call	\$5.00	\$0.00	\$0.00
	Add Text Messaging	\$2.00	\$0.00	\$0.00
	Add GPS Locatin Services	\$10.00	\$0.00	\$0.00

Total Monthly Fee: \$572.05

	Upfront Fees	Std Fee	Quoted Fee		Description of Services
17	Activation Fee(required for all units)	\$100.00	\$25.00	\$425.00	Intial Activation and Programming
15	Installation Fee(required for all mobile units)	\$150.00	\$167.00	\$2,505.00	Standard Truck/Dump Truck Installs
1	Other upfront charges	\$0.00	\$440.00	\$440.00	Installation of Base Station & Antenna

Scope of the Project:

11) General description of Project:

15 Mobile radios installed in sanitation department vehicles, 1 Portable radios, 1 control stations in the main office installed with antennas,

12) Coverage or Sites to be Included:

City of Bloomington plus minor surrounding area

13) # of Talkgroups

One

14) If Private Call is being added, what radios will have access

N/A

15) If Text is being added, what radios will have access

N/A

16) If GPS is being added, will all radios be active and what is the interval time required

N/A

17) Is ERS adding additional site or infrastructure for this customer

N/A

18) If installs are required, where will they take place

At customer Location IN bloomington, IN

19) If installs are required, will it be during normal business hours - Monday - Friday 8am to 5pm

Normal Business Hours

20) If installs are required, please describe any other details of the installation, including an alternate contact

Customer Responsibilities for the project - Site Access, being organized so techs are not standing around, etc

21) standing around, etc

Vehicle, Availability for installaion efficiency

Additional charges may apply if the customer does not have vehicles or facilities available for the installs at the agreed upon time and place. If delays are caused by the customer not having vehicles available and additional trips to the site are required, fees may apply.

22) Additional Information for the customer:

ERS-OCI Wireless will maintain ownership of the equipment at all times. ERS-OCI Wireless will maintain the equipment under this agreement for normal usage failures. The infrastructure equipment is owned and maintained by ERS-OCI Wireless. The standard portable radio package includes a radio, battery, belt clip, antenna and single unit charger. **Battery replacements or other accessories(not part of standard package) are not included as a part of this agreement.** Physical or liquid damaged repairs, lost/stolen equipment replacements, or Acts of God are the responsibility of the User to repair or replace back into the agreement. There will be a fee of \$200.00 per unit for early termination and all equipment must be returned to ERS-OCI Wireless. ERS-OCI Wireless will determine if equipment to be returned must be removed by a qualified technician.

23) If control stations are present, the products that will be purchase by the customer upfront:

**EXHIBIT B
COMPENSATION**

STREET	Start up costs		
	Activation & Installation Fee	Annual Fee	Total Cost
2019	\$ 13,663.00	\$ 26,997.80	\$ 40,660.80
2020		\$ 26,997.80	\$ 26,997.80
2021		\$ 26,997.80	\$ 26,997.80
2022		\$ 26,997.80	\$ 26,997.80
2023		\$ 26,997.80	\$ 26,997.80
TOTAL 5 YEAR CONTRACT			\$ 148,652.00

SANITATION	Start up costs		
	Activation & Installation Fee	Annual Fee	Total Cost
2019	\$ 3,860.00	\$ 8,149.80	\$ 12,009.80
2020		\$ 8,149.80	\$ 8,149.80
2021		\$ 8,149.80	\$ 8,149.80
2022		\$ 8,149.80	\$ 8,149.80
2023		\$ 8,149.80	\$ 8,149.80
TOTAL 5 YEAR CONTRACT			\$ 44,609.00

**EXHIBIT D
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 _____, 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____.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____



Board of Public Works Claim Register

Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Dakota Cline	01-refund adoption fee		12/14/2018	75.00
Ashley McGuire	01-refund adoption fee-canine		12/14/2018	75.00
Trina Watkins	01-refund adoption fee-feline		12/14/2018	75.00
	Account 43430 - Animal Adoption Fees Totals		3	<u>225.00</u>
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01-cat carriers-200-11/20/18		12/14/2018	455.86
4136 - C. Specialties, INC	01-leashes and cat boxes-11/19/18		12/14/2018	568.88
313 - Fastenal Company	01-dust masks, hand sanitizer, soap, brooms, laundry detergent		12/14/2018	313.83
313 - Fastenal Company	01-towels-11/16/18		12/14/2018	100.33
4586 - Hill's Pet Nutrition Sales, INC	01-credit adjustment-9/11/18		12/14/2018	(138.90)
4633 - Midwest Veterinary Supply, INC	01-Heparin, anti-fungal, antibiotics-11/15/18		12/14/2018	22.02
4666 - Zoetis, INC	01-fungal culture kit-11/08/18		12/14/2018	70.22
	Account 52210 - Institutional Supplies Totals		7	<u>\$1,392.24</u>
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-heartworm treatment-10/31/18		12/14/2018	230.25
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-10/16-10/31/18		12/14/2018	2,815.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-10/26-10/30/18		12/14/2018	198.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, spay-neuter surgeries-11/20-11/27/18		12/14/2018	316.90
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, surgeries-11/20/18		12/14/2018	490.30
	Account 53130 - Medical Totals		5	<u>\$4,050.45</u>
Account 53160 - Instruction				
5817 - Virgil E Sauder	01-per diem/airfare/hotel/conf reg-Kansas City, MO-11/6-11/9/18		12/14/2018	1,198.04
	Account 53160 - Instruction Totals		1	<u>\$1,198.04</u>
Account 53230 - Travel				
3560 - First Financial Bank / Credit Cards	01-Marriott-hotel-Eppley-Bus. Apprenticeship-12/9-12/13/18		12/14/2018	538.20
3560 - First Financial Bank / Credit Cards	01-American Airlines-Eppley-Bus. Apprenticeship-12/9-12/13/18		12/14/2018	391.60
	Account 53230 - Travel Totals		2	<u>\$929.80</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	01-repair heat in employee break room-system #1		12/14/2018	200.00
321 - Harrell Fish, INC	01-repair incinerator-10/29/18		12/14/2018	447.29
321 - Harrell Fish, INC	01-unclogged drains in kennels-10/29/18		12/14/2018	383.00
	Account 53610 - Building Repairs Totals		3	<u>\$1,030.29</u>
	Program 010000 - Main Totals		21	<u>\$8,825.82</u>



Board of Public Works Claim Register

Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 010001 - Donations Over \$5K				
Account 53160 - Instruction				
5817 - Virgil E Sauder	01-per diem/airfare/hotel/conf reg-Kansas City, MO-11/6-11/9/18		12/14/2018	297.00
	Account 53160 - Instruction Totals	1		<u>\$297.00</u>
	Program 010001 - Donations Over \$5K Totals	1		<u>\$297.00</u>
	Department 01 - Animal Shelter Totals	22		<u>\$9,122.82</u>
Department 02 - Public Works				
Program 020000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	02-markers, pens, deskpad-22X17		12/14/2018	36.47
6530 - Office Depot, INC	02-stamp, DLX		12/14/2018	12.39
6530 - Office Depot, INC	02-post it notes, post it flags, pens		12/14/2018	18.86
6530 - Office Depot, INC	02-Black rubber stamp pads special manufacturer		12/14/2018	.88
6530 - Office Depot, INC	02-Ink Cartridge Replacements for stamps		12/14/2018	2.98
	Account 52110 - Office Supplies Totals	5		<u>\$71.58</u>
	Program 020000 - Main Totals	5		<u>\$71.58</u>
	Department 02 - Public Works Totals	5		<u>\$71.58</u>
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53160 - Instruction				
6256 - Brian Carl Payne	04 reimbursement travel and instruction expense OFN Conference		12/14/2018	700.00
	Account 53160 - Instruction Totals	1		<u>\$700.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6428 - Kelly M Boatman (Core Projective, LLC)	04 - Consulting Agreement - Kelly Boatman		12/14/2018	5,397.50
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1		<u>\$5,397.50</u>
Account 53220 - Postage				
129 - FedEx Office and Print Service, INC	04 - Overnighting check for Mill furniture		12/14/2018	29.45
	Account 53220 - Postage Totals	1		<u>\$29.45</u>
Account 53230 - Travel				
6256 - Brian Carl Payne	04 reimbursement travel and instruction expense OFN Conference		12/14/2018	681.10
6685 - Autumn Ashworth Salamack	04 - reimburse travel expense - Autumn		12/14/2018	31.40
	Account 53230 - Travel Totals	2		<u>\$712.50</u>
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	04 - Facebook marketing-Blgtn Arts&Culture Summ-10/12-10/16/18-		12/14/2018	10.00
	Account 53320 - Advertising Totals	1		<u>\$10.00</u>
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	04-Hootsuite-BEAD Website Platform-11/2-12/1/18		12/14/2018	5.99



Board of Public Works Claim Register

Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4715 - Global Philanthropy Partnership	04 Fee for USDN Membership for the 2019 calendar year		12/14/2018	1,550.00
4816 - US Green Building Council	04 2019 STAR Full Access package annual subscription		12/14/2018	1,000.00
	Account 53910 - Dues and Subscriptions Totals		3	<u>\$2,555.99</u>
Account 53970 - Mayor's Promotion of Business				
6231 - Danielle Lucas	04 - Graphic Design fore Bicentennial Song Art		12/14/2018	180.00
	Account 53970 - Mayor's Promotion of Business Totals		1	<u>\$180.00</u>
Account 53990 - Other Services and Charges				
129 - FedEx Office and Print Service, INC	04 - US Airbill charge for check sent to Schoolhouse Electric		12/14/2018	48.98
3560 - First Financial Bank / Credit Cards	04 - 2018 Food Permit for Dimension Mill (serv. chg added)		12/14/2018	168.71
6131 - Jane St John	04 - 2018 Consulting Contract		12/14/2018	658.75
	Account 53990 - Other Services and Charges Totals		3	<u>\$876.44</u>
	Program 040000 - Main Totals		13	<u>\$10,461.88</u>
	Department 04 - Economic & Sustainable Dev Totals		13	<u>\$10,461.88</u>
Department 05 - Common Council				
Program 050000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-10/5-11/4/18		12/14/2018	243.17
	Account 52410 - Books Totals		1	<u>\$243.17</u>
Account 53910 - Dues and Subscriptions				
323 - Hoosier Times, INC	05-2019 annual subscription-12/10/18-12/10/19		12/14/2018	228.25
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$228.25</u>
	Program 050000 - Main Totals		2	<u>\$471.42</u>
	Department 05 - Common Council Totals		2	<u>\$471.42</u>
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	06-Calenders for 2019		12/14/2018	38.37
6530 - Office Depot, INC	06-Calenders for 2019		12/14/2018	14.01
	Account 52110 - Office Supplies Totals		2	<u>\$52.38</u>
Account 52420 - Other Supplies				
9523 - Freedom Business Solutions, LLC	06-Toner Replacement for Controller's Office		12/14/2018	189.00
371 - Pitney Bowes, INC	06- postage supplies		12/14/2018	276.56
	Account 52420 - Other Supplies Totals		2	<u>\$465.56</u>
Account 53310 - Printing				
8002 - Safeguard Business Systems, INC	06-AP Envelopes for mailing claim checks (2500)		12/14/2018	217.45
	Account 53310 - Printing Totals		1	<u>\$217.45</u>



Board of Public Works Claim Register

Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	06-NIGP Membership Dues for J. Martindale		12/14/2018	190.00
3560 - First Financial Bank / Credit Cards	06-ISM Membership dues for J. Martindale		12/14/2018	190.00
	Account 53910 - Dues and Subscriptions Totals	2		<u>\$380.00</u>
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	18- Walmart Bicentennial Swag Sales & Year End Celebration decor		12/14/2018	91.85
323 - Hoosier Times, INC	18-December display ads/Bicentennial Ads		12/14/2018	1,800.00
5819 - Synchrony Bank	18- Bicentennial Year End Celebration balloons, balloon ties, ba		12/14/2018	92.18
5819 - Synchrony Bank	18- Bicentennial Year-End Celebration balloon drop net		12/14/2018	49.99
5819 - Synchrony Bank	09- Bicentennial Closing Decorations		12/14/2018	191.84
5819 - Synchrony Bank	09- Bicentennial Closing Decorations		12/14/2018	39.96
	Account 53990 - Other Services and Charges Totals	6		<u>\$2,265.82</u>
	Program 060000 - Main Totals	13		<u>\$3,381.21</u>
	Department 06 - Controller's Office Totals	13		<u>\$3,381.21</u>
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	09-business cards, weekly planner, laminating pouch		12/14/2018	29.37
	Account 52110 - Office Supplies Totals	1		<u>\$29.37</u>
Account 52420 - Other Supplies				
651 - Engraving & Stamp Center, INC	09-name badge		12/14/2018	17.74
3560 - First Financial Bank / Credit Cards	09-09-table covers/banners		12/14/2018	867.50
	Account 52420 - Other Supplies Totals	2		<u>\$885.24</u>
Account 53910 - Dues and Subscriptions				
4413 - Constant Contact	09--Annual Subscription Renewal		12/14/2018	840.00
	Account 53910 - Dues and Subscriptions Totals	1		<u>\$840.00</u>
Account 53990 - Other Services and Charges				
2541 - South Central Indiana Interpreting	09-Teen Round Table--sign language interpreter		12/14/2018	406.78
	Account 53990 - Other Services and Charges Totals	1		<u>\$406.78</u>
	Program 090000 - Main Totals	5		<u>\$2,161.39</u>
	Department 09 - CFRD Totals	5		<u>\$2,161.39</u>
Department 10 - Legal				
Program 100000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-10/5-11/4/18		12/14/2018	1,187.27
3956 - West Publishing Corporation (Thomson Reuters)	10-credit memo-duplicate payment-Inv. #83873		12/14/2018	(615.80)
	Account 52410 - Books Totals	2		<u>\$571.47</u>
Account 53160 - Instruction				



Board of Public Works Claim Register

Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4823 - NBI, INC (National Business Institute)	10-NBI live seminar material		12/14/2018	296.95
	Account 53160 - Instruction Totals	1		\$296.95
	Program 100000 - Main Totals	3		\$868.42
Program 101000 - Human Rights				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	10-letter size folders		12/14/2018	13.77
	Account 52110 - Office Supplies Totals	1		\$13.77
	Program 101000 - Human Rights Totals	1		\$13.77
	Department 10 - Legal Totals	4		\$882.19
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	11-flash drives, proclamation supplies		12/14/2018	186.89
6530 - Office Depot, INC	11- proclamation supplies		12/14/2018	3.22
6530 - Office Depot, INC	11- proclamation supplies		12/14/2018	63.98
	Account 52110 - Office Supplies Totals	3		\$254.09
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	11-business cards Elizabeth Karon		12/14/2018	39.00
3892 - Midwest Color Printing, INC	11-business cards for Morgan Allen		12/14/2018	36.50
	Account 53310 - Printing Totals	2		\$75.50
Account 53910 - Dues and Subscriptions				
5259 - Pacific & Southern Company, INC (Indy Star)	11-December digital subscription		12/14/2018	4.99
	Account 53910 - Dues and Subscriptions Totals	1		\$4.99
Account 53960 - Grants				
6530 - Office Depot, INC	11-nametags for board/commission event		12/14/2018	19.64
	Account 53960 - Grants Totals	1		\$19.64
Account 53990 - Other Services and Charges				
50972 - CDW, LLC	11-computer miscellaneous for Innovation Director		12/14/2018	190.16
50972 - CDW, LLC	11-more computer miscellaneous for Innovation Director		12/14/2018	74.67
3560 - First Financial Bank / Credit Cards	11-Twilio-API Services-11/19/18		12/14/2018	10.01
3560 - First Financial Bank / Credit Cards	11-Twilio-API Services-11/8/18		12/14/2018	10.02
3560 - First Financial Bank / Credit Cards	11-Squarespace-purch of domain: bloomingtonrevealed.com-11-19-18		12/14/2018	20.00
3560 - First Financial Bank / Credit Cards	11-Squarespace-purch of domain: bloomingtonrevealed.com-10-23-18		12/14/2018	26.00
3560 - First Financial Bank / Credit Cards	11-Squarespace-purch of domain: bloomingtonrevealed.com-11-23-18		12/14/2018	26.00
	Account 53990 - Other Services and Charges Totals	7		\$356.86
	Program 110000 - Main Totals	14		\$711.08
	Department 11 - Mayor's Office Totals	14		\$711.08



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Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 12 - Human Resources				
Program 120000 - Main				
Account 52110 - Office Supplies				
501 - Karl Clark (KC Designs)	12-Envelopes		12/14/2018	70.00
6530 - Office Depot, INC	12-tissues, name badges, binder clips, labels, post-its paper cl		12/14/2018	136.62
	Account 52110 - Office Supplies Totals		2	<u>\$206.62</u>
Account 53320 - Advertising				
3560 - First Financial Bank / Credit Cards	12-Job Posting-HR Generalist		12/14/2018	125.00
	Account 53320 - Advertising Totals		1	<u>\$125.00</u>
Account 53990 - Other Services and Charges				
6099 - Safe Hiring Solutions	12 Background check Inv 161361		12/14/2018	604.20
	Account 53990 - Other Services and Charges Totals		1	<u>\$604.20</u>
	Program 120000 - Main Totals		4	<u>\$935.82</u>
	Department 12 - Human Resources Totals		4	<u>\$935.82</u>
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	Coat hook, organizer refill, binder		12/14/2018	49.00
	Account 52110 - Office Supplies Totals		1	<u>\$49.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6289 - Clarion Associates, LLC	13-Unified Develop Ord.(UDO) Update-serv thru 10/31/18		12/14/2018	21,218.36
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1	<u>\$21,218.36</u>
Account 53230 - Travel				
6139 - Seyedamir K Farshchi	13-per diem-GIS Concepts conf.-10/24-10/26/18		12/14/2018	45.00
4943 - Elizabeth M Rosenbarger	13-hotel/per diem-OH Conf.-10/2-10/5/18		12/14/2018	696.89
5358 - Jacqueline M Scanlan	13-per diem/hotel/mileage-OH Conf-10/02-10/05/18		12/14/2018	896.50
5358 - Jacqueline M Scanlan	13-per diem-GIS Conference-9/24-9/26/18		12/14/2018	30.00
	Account 53230 - Travel Totals		4	<u>\$1,668.39</u>
Account 53320 - Advertising				
323 - Hoosier Times, INC	13-Legal Ads #556852, #557378, #561643, #566867,		12/14/2018	67.01
	Account 53320 - Advertising Totals		1	<u>\$67.01</u>
Account 53910 - Dues and Subscriptions				
4442 - American Planning Association	13-APA/IN/AICP membership dues (Jackie Scanlan)		12/14/2018	399.00
	Account 53910 - Dues and Subscriptions Totals		1	<u>\$399.00</u>
Account 53960 - Grants				
1618 - Shalom Community Center INC	13-Recipient of Lotion Motion Grant (MOA)_Awarded by (BPSC)		12/14/2018	1,500.00
	Account 53960 - Grants Totals		1	<u>\$1,500.00</u>



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Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Account 53990 - Other Services and Charges				
3560 - First Financial Bank / Credit Cards	13 - Bond forms, field changes, change orders		12/14/2018	1,930.00
199 - Monroe County Government	13-Copies at Recorder's Office-October 2018-8		12/14/2018	8.00
	Account 53990 - Other Services and Charges Totals	2		<u>\$1,938.00</u>
	Program 130000 - Main Totals	11		<u>\$26,839.76</u>
Program 131000 - Environmental				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	13 - Bamboo Office Space Dividers (3)		12/14/2018	352.74
	Account 52420 - Other Supplies Totals	1		<u>\$352.74</u>
	Program 131000 - Environmental Totals	1		<u>\$352.74</u>
	Department 13 - Planning Totals	12		<u>\$27,192.50</u>
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52210 - Institutional Supplies				
5819 - Synchrony Bank	19-carpet cleaning machine		12/14/2018	367.03
	Account 52210 - Institutional Supplies Totals	1		<u>\$367.03</u>
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co. INC	19-credit return of tiles-inv. #K84567		12/14/2018	(32.91)
413 - Bloomington Paint & Wallpaper Co	19-City Hall-liquid seam repair		12/14/2018	6.38
394 - Kleindorfer Hardware & Variety	19-City Hall-Legal-3 kick down door stops		12/14/2018	21.87
	Account 52310 - Building Materials and Supplies Totals	3		<u>(\$4.66)</u>
Account 52420 - Other Supplies				
409 - Black Lumber Co. INC	19-City Hall-replacement tiles		12/14/2018	191.76
9523 - Freedom Business Solutions, LLC	19-City Hall-toner cartridge-HP P2035n/P2055n		12/14/2018	59.95
	Account 52420 - Other Supplies Totals	2		<u>\$251.71</u>
Account 52430 - Uniforms and Tools				
409 - Black Lumber Co. INC	19-City Hall-utility brushes		12/14/2018	5.98
177 - Indiana Oxygen Company, INC	19-propane for cutting tools		12/14/2018	33.42
53005 - Menards, INC	19-City Hall-batteries-D, C, 9V, painter's tape		12/14/2018	109.70
53005 - Menards, INC	19-City Hall-measuring tape, rags in a box		12/14/2018	46.35
	Account 52430 - Uniforms and Tools Totals	4		<u>\$195.45</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-City Hall-replaced wiring and contactors-electric boiler		12/14/2018	495.38
321 - Harrell Fish, INC	19-CH-OOTM-replaced bad motor blower-Unit 2.2A		12/14/2018	885.43
	Account 53610 - Building Repairs Totals	2		<u>\$1,380.81</u>
	Program 190000 - Main Totals	12		<u>\$2,190.34</u>
	Department 19 - Facilities Maintenance Totals	12		<u>\$2,190.34</u>



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Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
6530 - Office Depot, INC	28-Portable USB Hard Drive (3)		12/14/2018	479.97
6530 - Office Depot, INC	28-ink cartridges for HP		12/14/2018	153.78
6530 - Office Depot, INC	28-GIS supplies-inkjet paper, 36"X150'		12/14/2018	247.12
6530 - Office Depot, INC	28-GIS supplies-ink cartridge for HP		12/14/2018	229.99
6530 - Office Depot, INC	28-GIS supplies-cartridge, DNJ, HP		12/14/2018	76.89
6530 - Office Depot, INC	28-GIS supplies-cartridges, DNJ, HP		12/14/2018	239.97
5081 - The MacExperience, INC	28-MAC Multi-Media Adapter		12/14/2018	69.00
	Account 52420 - Other Supplies Totals	7		<u>\$1,496.72</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5437 - Columbia Telecommunications Corporation	28-Addendum to Agreement-Dir. of Business Consulting		12/14/2018	170.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1		<u>\$170.00</u>
Account 53210 - Telephone				
1079 - AT&T	28-phone charges 10/20-11/19/18-#812 339-2261 261 1		12/03/2018	5,568.34
	Account 53210 - Telephone Totals	1		<u>\$5,568.34</u>
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28-CH/off site facilities-copier maint-10/17-11/16/18		12/14/2018	1,963.90
3989 - Ricoh USA, INC	28-FS#1-Copier Maintenance 8/29-11/28/18		12/14/2018	420.70
	Account 53640 - Hardware and Software Maintenance Totals	2		<u>\$2,384.60</u>
Account 53910 - Dues and Subscriptions				
3560 - First Financial Bank / Credit Cards	28-Basecamp 2 10 Projects Plan-11/2-12/2/18		12/14/2018	20.00
5786 - Promevo, LLC	28-G Suite Basic User License - Prorated Term		12/14/2018	171.25
	Account 53910 - Dues and Subscriptions Totals	2		<u>\$191.25</u>
	Program 280000 - Main Totals	13		<u>\$9,810.91</u>
	Department 28 - ITS Totals	13		<u>\$9,810.91</u>
	Fund 101 - General Fund (S0101) Totals	119		<u>\$67,393.14</u>
Fund 103 - Restricted Donations				
Department 06 - Controller's Office				
Program 400101 - Animal Medical Services				
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-heartworm treatment-10/25-10/26/18		12/14/2018	289.96
6529 - BloomingPaws, LLC	01-heartworm treatment-10/31/18		12/14/2018	39.58
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-10/16-10/31/18		12/14/2018	1,000.00
	Account 53130 - Medical Totals	3		<u>\$1,329.54</u>
	Program 400101 - Animal Medical Services Totals	3		<u>\$1,329.54</u>



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Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
2591 - Advantex, INC	01-144 volunteer shirts-11/6/18		12/14/2018	954.40
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-11/16/18		12/14/2018	77.92
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/feline/kitten food-11/16/18		12/14/2018	561.90
3929 - IDEXX Laboratories, INC	01-FIV/FeLV combo tests, HTW tests-11/19/18		12/14/2018	1,297.73
3278 - Merial, INC	01-antiparasitics-11/2/18		12/14/2018	725.40
4633 - Midwest Veterinary Supply, INC	01-Heparin, anti-fungal, antibiotics-11/15/18		12/14/2018	108.54
4633 - Midwest Veterinary Supply, INC	01-antibiotics, antifungals, anti parasitics-11/02/18		12/14/2018	489.19
4633 - Midwest Veterinary Supply, INC	01-sanitizer, vinyl exam gloves, food trays-11/15/18		12/14/2018	491.22
4633 - Midwest Veterinary Supply, INC	01-fluids, antifungals-11/15/18		12/14/2018	93.48
4633 - Midwest Veterinary Supply, INC	01-syringes, medicated shampoo, rubbing alcohol, kitten milk rep		12/14/2018	275.92
4666 - Zoetis, INC	01-antibiotics, vaccines-10/31/18		12/14/2018	931.45
4666 - Zoetis, INC	01-heartworm treatment meds-11/08/18		12/14/2018	180.60
4666 - Zoetis, INC	01-fungal culture kit-11/08/18		12/14/2018	32.86
	Account 52210 - Institutional Supplies Totals	13		<u>\$6,220.61</u>
	Program 400102 - Animal Supplies Totals	13		<u>\$6,220.61</u>
Program 400401 - Sustainability				
Account 53990 - Other Services and Charges				
6515 - Green Camino, INC	04 - Service Agreement - compost collection		12/14/2018	108.00
	Account 53990 - Other Services and Charges Totals	1		<u>\$108.00</u>
	Program 400401 - Sustainability Totals	1		<u>\$108.00</u>
	Department 06 - Controller's Office Totals	17		<u>\$7,658.15</u>
	Fund 103 - Restricted Donations Totals	17		<u>\$7,658.15</u>
Fund 270 - CC Jack Hopkins NR17-42 (S0011)				
Department 05 - Common Council				
Program 050000 - Main				
Account 53960 - Grants				
5649 - First Presbyterian Church	15-JH2018 grant-reimb. shelving for guest belongings		12/14/2018	1,500.00
1618 - Shalom Community Center INC	15-JH2018 grant-installation ESI-100 Digital Hybrid Phone System		12/14/2018	13,740.00
5849 - Wheeler Mission Ministries, INC	15-JH2018-40 new bunk beds w/bedding-Center for Men		12/14/2018	25,000.00
	Account 53960 - Grants Totals	3		<u>\$40,240.00</u>
	Program 050000 - Main Totals	3		<u>\$40,240.00</u>
	Department 05 - Common Council Totals	3		<u>\$40,240.00</u>
	Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	3		<u>\$40,240.00</u>
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				



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Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection, INC	28-Locating and marking services (November 2018)		12/14/2018	2,500.00
	Account 53640 - Hardware and Software Maintenance Totals		1	<u>2,500.00</u>
Account 53750 - Rentals - Other				
12283 - Smithville Communications	28-401 N Morton/ACC/P&R Fac-12/1-12/31/18		12/03/2018	1,614.27
	Account 53750 - Rentals - Other Totals		1	<u>1,614.27</u>
Account 54420 - Purchase of Equipment				
5819 - Synchrony Bank	28-Wireless Access Point-2		12/14/2018	571.56
	Account 54420 - Purchase of Equipment Totals		1	<u>571.56</u>
Account 54450 - Equipment				
53442 - Paragon Micro, INC	28-Capital Replacement Printer		12/14/2018	263.99
53442 - Paragon Micro, INC	28-Capital Replacement Monitor		12/14/2018	149.99
53442 - Paragon Micro, INC	28-Display Port cable		12/14/2018	89.90
	Account 54450 - Equipment Totals		3	<u>\$503.88</u>
	Program 254000 - Infrastructure Totals		6	<u>\$5,189.71</u>
Program 256000 - Services				
Account 53150 - Communications Contract				
12283 - Smithville Communications	28-401 N Morton/ACC/P&R Fac-12/1-12/31/18		12/03/2018	811.14
203 - Indiana University	28-special circuits-November 2018		12/14/2018	65.00
	Account 53150 - Communications Contract Totals		2	<u>\$876.14</u>
Account 53640 - Hardware and Software Maintenance				
53442 - Paragon Micro, INC	28-Veeam Premium Support		12/14/2018	10,949.58
	Account 53640 - Hardware and Software Maintenance Totals		1	<u>\$10,949.58</u>
Account 53980 - Community Access TV/Radio				
64 - Monroe County Public Library	28-CATS-October thru December 2018		12/14/2018	109,505.50
	Account 53980 - Community Access TV/Radio Totals		1	<u>\$109,505.50</u>
	Program 256000 - Services Totals		4	<u>\$121,331.22</u>
	Department 25 - Telecommunications Totals		10	<u>\$126,520.93</u>
	Fund 401 - Non-Reverting Telecom (\$1146) Totals		10	<u>\$126,520.93</u>
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-Tapp & Rockport-traffic signal-11/9-11/21/18		12/03/2018	3.73
223 - Duke Energy	02-642 N Madison (trades district)-electric bill 11/5-11/26/18		12/03/2018	44.33
223 - Duke Energy	02-Sunflower & Countryside-street light bill-date 11/28/18		12/03/2018	3.99



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Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
223 - Duke Energy	02-Gentry Circle-street light bill-bill date 11/28/18		12/03/2018	263.33
223 - Duke Energy	02-General Account-street light costs-bill date 11/28/18		12/03/2018	23.39
	Account 53520 - Street Lights / Traffic Signals Totals		5	\$338.77
	Program 200000 - Main Totals		5	\$338.77
	Department 20 - Street Totals		5	\$338.77
	Fund 450 - Local Road and Street(S0706) Totals		5	\$338.77
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				
Program 200000 - Main				
Account 53990 - Other Services and Charges				
3903 - Electric Plus, INC	20-Service for install circuits-block heaters for Street Equip	BC 2018-81	12/14/2018	8,750.00
3472 - Lucity, INC	02-onsite business process review/configuration	BC 2018-76	12/14/2018	93.75
	Account 53990 - Other Services and Charges Totals		2	\$8,843.75
	Program 200000 - Main Totals		2	\$8,843.75
	Department 20 - Street Totals		2	\$8,843.75
	Fund 451 - Motor Vehicle Highway(S0708) Totals		2	\$8,843.75
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52240 - Fuel and Oil				
177 - Indiana Oxygen Company, INC	02-Pkg Garages-fuel for Tennant		12/14/2018	10.23
	Account 52240 - Fuel and Oil Totals		1	\$10.23
Account 52340 - Other Repairs and Maintenance				
392 - Koorsen Fire & Security, INC	02-Morton St Garage-monitoring-quarterly-11/1/18-1/31/19		12/14/2018	125.97
4589 - STR Building Resources, LLC	02-Walnut St Garage-Eng. services for roof repair	BC 2017-91	12/14/2018	2,500.00
	Account 52340 - Other Repairs and Maintenance Totals		2	\$2,625.97
Account 53610 - Building Repairs				
227 - Otis Elevator Company	02-Walnut St Garage-service call-11/19/18		12/14/2018	509.80
	Account 53610 - Building Repairs Totals		1	\$509.80
Account 53640 - Hardware and Software Maintenance				
6237 - Integrapark, LLC	02-2019 Maintenance Fee-2 Paris & 2 Geneva-(3)		12/14/2018	720.00
	Account 53640 - Hardware and Software Maintenance Totals		1	\$720.00
	Program 260000 - Main Totals		5	\$3,866.00
	Department 26 - Parking Totals		5	\$3,866.00
	Fund 452 - Parking Facilities(S9502) Totals		5	\$3,866.00
Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				



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Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 020000 - Main				
Account 52420 - Other Supplies				
9523 - Freedom Business Solutions, LLC	06-Toner Replacement for Controller's front office		12/14/2018	67.50
	Account 52420 - Other Supplies Totals		1	<u>\$67.50</u>
Account 53110 - Engineering and Architectural				
5637 - Shrewsberry & Associates, LLC	13-School Zone Enhancements Proj.-Speed Flashers-thru 10/27/18	BC 2017-100	12/14/2018	1,717.04
	Account 53110 - Engineering and Architectural Totals		1	<u>\$1,717.04</u>
Account 53210 - Telephone				
1838 - Verizon Wireless	14-cell phone charges-10/24-11/23/18		12/03/2018	104.12
	Account 53210 - Telephone Totals		1	<u>\$104.12</u>
Account 54310 - Improvements Other Than Building				
10 - Bledsoe Riggert Cooper & James INC	13-Union St. Sidewalk-4th to 7th-Inv. date 10/31/18	BC 2016-77	12/14/2018	2,700.00
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pike at Clarizz (Pedestrian Crossing)-9/1-9/28/18	BC 2018-64	12/14/2018	11,820.00
	Account 54310 - Improvements Other Than Building Totals		2	<u>\$14,520.00</u>
	Program 020000 - Main Totals		5	<u>\$16,408.66</u>
	Department 02 - Public Works Totals		5	<u>\$16,408.66</u>
	Fund 454 - Alternative Transport(S6301) Totals		5	<u>\$16,408.66</u>
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
313 - Fastenal Company	16-vending machines supp-gloves, earplugs, mix sticks, safety gl		12/14/2018	499.54
	Account 52420 - Other Supplies Totals		1	<u>\$499.54</u>
Account 53650 - Other Repairs				
6378 - ANN-KRISS, LLC	19-Sanitation-balance-install walk up staircase, handrails, plat	BC 2018-96	12/14/2018	3,721.60
	Account 53650 - Other Repairs Totals		1	<u>\$3,721.60</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/28/18		12/14/2018	5.18
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-11/28/18		12/14/2018	32.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/21/18		12/14/2018	6.34
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-11/21/18		12/14/2018	16.76
	Account 53920 - Laundry and Other Sanitation Services Totals		4	<u>\$60.54</u>
	Program 160000 - Main Totals		6	<u>\$4,281.68</u>
	Department 16 - Sanitation Totals		6	<u>\$4,281.68</u>
	Fund 730 - Solid Waste (S6401) Totals		6	<u>\$4,281.68</u>
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				



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Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 100000 - Main				
Account 52420 - Other Supplies				
4140 - Interstate All Battery Center of Bloomington, INC	10-battery for debirillator @ golf course		12/14/2018	281.40
	Account 52420 - Other Supplies Totals		1	<u>\$281.40</u>
Account 52430 - Uniforms and Tools				
1548 - Safety Shoe Distributors, INC	10-winter clothing-several employees-(68)		12/14/2018	5,650.00
	Account 52430 - Uniforms and Tools Totals		1	<u>\$5,650.00</u>
Account 53130 - Medical				
2753 - Earl Albright	10-reimburse for physical for CDL		12/14/2018	95.00
4861 - Bradley C Rushton	10-Reimb. for physical for CDL		12/14/2018	85.00
	Account 53130 - Medical Totals		2	<u>\$180.00</u>
Account 53160 - Instruction				
5651 - Long Island Productions, INC--The Training Network	10 Training Network instruction materials		12/14/2018	2,339.51
	Account 53160 - Instruction Totals		1	<u>\$2,339.51</u>
Account 53990 - Other Services and Charges				
13808 - Brian D Wilson	10-reimb. to ship clothes back for P&R, Sanitation		12/14/2018	13.50
	Account 53990 - Other Services and Charges Totals		1	<u>\$13.50</u>
	Program 100000 - Main Totals		6	<u>\$8,464.41</u>
	Department 10 - Legal Totals		6	<u>\$8,464.41</u>
	Fund 800 - Risk Management(S0203) Totals		6	<u>\$8,464.41</u>
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
18539 - Life Insurance Company Of North America	12-November 2018 LINA \$32,788.28		12/14/2018	4,141.20
	Account 53990 - Other Services and Charges Totals		1	<u>\$4,141.20</u>
Account 53990.1278 - Other Services and Charges Disability LTD				
18539 - Life Insurance Company Of North America	12-November 2018 LINA \$32,788.28		12/14/2018	6,475.36
	Account 53990.1278 - Other Services and Charges Disability LTD Totals		1	<u>\$6,475.36</u>
	Program 120000 - Main Totals		2	<u>\$10,616.56</u>
	Department 12 - Human Resources Totals		2	<u>\$10,616.56</u>
	Fund 801 - Health Insurance Trust Totals		2	<u>\$10,616.56</u>
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-tires		12/14/2018	1,407.83



Board of Public Works Claim Register

Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4693 - Monroe County Tire & Supply, INC	17-tires		12/14/2018	1,011.50
	Account 52230 - Garage and Motor Supplies Totals		2	<u>\$2,419.33</u>
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2018-78D	12/14/2018	20,398.02
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuels	BC 2018-78D	12/14/2018	16,194.82
	Account 52240 - Fuel and Oil Totals		2	<u>\$36,592.84</u>
Account 52320 - Motor Vehicle Repair				
4150 - Alexander's LLC	17- shackles and nuts and bolts		12/14/2018	27.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#486 parts & Labor		12/14/2018	180.00
244 - Bloomington Ford, INC	17-misc parts		12/14/2018	226.24
244 - Bloomington Ford, INC	17-misc parts		12/14/2018	165.00
4335 - Circle Distributing, INC	17-misc parts		12/14/2018	388.03
4335 - Circle Distributing, INC	17-misc parts		12/14/2018	100.30
4335 - Circle Distributing, INC	17-misc parts		12/14/2018	272.20
4335 - Circle Distributing, INC	17-misc parts		12/14/2018	28.50
4335 - Circle Distributing, INC	17-#633 brake caliper core return		12/14/2018	(120.00)
4335 - Circle Distributing, INC	17-misc parts		12/14/2018	138.36
4335 - Circle Distributing, INC	17-misc parts		12/14/2018	46.92
4335 - Circle Distributing, INC	17 - misc parts		12/14/2018	7.05
4335 - Circle Distributing, INC	17-misc parts		12/14/2018	53.50
4466 - Clarke Power Services, INC	17-core return credit (16796)		12/14/2018	(13.20)
4466 - Clarke Power Services, INC	17-parts return credit		12/14/2018	(34.06)
4466 - Clarke Power Services, INC	17-#4211 air tanks and brackets		12/14/2018	588.08
51827 - Fire Service, INC	17 - #335 door parts		12/14/2018	972.49
4387 - Force America Distributing, LLC	17-#497 spreader control		12/14/2018	740.58
4044 - Industrial Hydraulics, INC	17-MISC HYD FITTINGS AND HARDWARE		12/14/2018	557.30
4044 - Industrial Hydraulics, INC	17-MISC HYD FITTINGS AND HARDWARE		12/14/2018	787.34
455 - Industrial Service & Supply, INC	17 - #601 adapter union		12/14/2018	8.55
455 - Industrial Service & Supply, INC	17-misc parts		12/14/2018	.40
11672 - Jack Doheny Companies, INC	17-#601 hyd adapters		12/14/2018	50.18
4439 - JX Enterprises, INC	17-#4221 steering shaft		12/14/2018	374.99
4439 - JX Enterprises, INC	17-#4221 brake shoes, drums, chambers, slack adjusters and dipst		12/14/2018	640.22
4439 - JX Enterprises, INC	17-#4221 brake shoes, drums, chambers, slack adjusters and dipst		12/14/2018	835.19
394 - Kleindorfer Hardware & Variety	17-misc parts		12/14/2018	11.90
394 - Kleindorfer Hardware & Variety	17-misc parts		12/14/2018	96.04
2974 - MacAllister Machinery Co, INC	17-#649 oil line		12/14/2018	128.45
2974 - MacAllister Machinery Co, INC	17-#657 outrigger pad assy		12/14/2018	1,174.18



Board of Public Works Claim Register

Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
2974 - MacAllister Machinery Co, INC	17-#458 flashing		12/14/2018	579.09
2974 - MacAllister Machinery Co, INC	17-#4211 element, cord, bolts and washers		12/14/2018	142.88
2974 - MacAllister Machinery Co, INC	17-#602 tube trans		12/14/2018	64.83
786 - Richard's Small Engine, INC	17-#409 solenoid		12/14/2018	70.00
786 - Richard's Small Engine, INC	17-#409 roller chain and starter		12/14/2018	156.60
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts fot various vehicles for the month of october		12/14/2018	7,495.14
54351 - Sternberg, INC	17-misc parts		12/14/2018	24.01
54351 - Sternberg, INC	17-misc parts		12/14/2018	98.30
54351 - Sternberg, INC	17-misc parts		12/14/2018	28.53
54351 - Sternberg, INC	17 - #432 brake shoes		12/14/2018	175.64
54351 - Sternberg, INC	17-misc parts		12/14/2018	35.82
4139 - Temco Machinery, INC (Global Emergency Products)	17 - Stock - alternator belt		12/14/2018	74.55
5333 - Total Truck Parts, INC	17-stock clutch		12/14/2018	300.00
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#426 king pin set		12/14/2018	161.95
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #426 tie rod and drag link		12/14/2018	482.73
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #4211 slack adjustors, brake shoes and bushings		12/14/2018	280.92
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #4211 oil seal		12/14/2018	70.72
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 #426 oil seals		12/14/2018	60.92
4398 - TruckPro Holding Corporation	17-#335 brake parts		12/14/2018	3,551.60
2096 - West Side Tractor Sales Co.	17 - filter elements		12/14/2018	112.05
Account 52320 - Motor Vehicle Repair Totals			50	<u>\$22,398.01</u>
Account 52420 - Other Supplies				
177 - Indiana Oxygen Company, INC	17 - gases, tools for welding and torches		12/14/2018	121.83
1548 - Safety Shoe Distributors, INC	17 - Winter clothing		12/14/2018	581.00
Account 52420 - Other Supplies Totals			2	<u>\$702.83</u>
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	17 - DOT testing		12/14/2018	45.00
Account 53130 - Medical Totals			1	<u>\$45.00</u>
Account 53620 - Motor Repairs				
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#486 parts & Labor		12/14/2018	20.00
4474 - Ken's Westside Service & Towing, LLC	17-towing		12/14/2018	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing		12/14/2018	225.00
Account 53620 - Motor Repairs Totals			3	<u>\$295.00</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		12/14/2018	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		12/14/2018	65.66
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		12/14/2018	72.94



Board of Public Works Claim Register

Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	17 - Uniforms, mats and towels		12/14/2018	15.89
	Account 53920 - Laundry and Other Sanitation Services Totals	4		\$170.38
	Program 170000 - Main Totals	64		\$62,623.39
	Department 17 - Fleet Maintenance Totals	64		\$62,623.39
	Fund 802 - Fleet Maintenance(\$9500) Totals	64		\$62,623.39
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018		12/03/2018	10.00
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018		12/03/2018	164.67
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018		12/04/2018	110.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		12/05/2018	531.59
17785 - The Howard E. Nyhart Company, INC	12-City URM 2018		12/06/2018	150.00
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	5		\$966.26
Account 53990.1273 - Other Services and Charges Term Life				
18539 - Life Insurance Company Of North America	12-November 2018 LINA \$32,788.28		12/14/2018	13,846.87
	Account 53990.1273 - Other Services and Charges Term Life Totals	1		\$13,846.87
Account 53990.1277 - Other Services and Charges Disability STD				
18539 - Life Insurance Company Of North America	12-November 2018 LINA \$32,788.28		12/14/2018	8,324.85
	Account 53990.1277 - Other Services and Charges Disability STD Totals	1		\$8,324.85
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-UTIL URM 2018		12/03/2018	23.67
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		12/05/2018	20.28
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	2		\$43.95
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2018		12/06/2018	17,846.87
	Account 53990.1283 - Other Services and Charges Health Savings Account Totals	1		\$17,846.87
	Program 120000 - Main Totals	10		\$41,028.80
	Department 12 - Human Resources Totals	10		\$41,028.80
	Fund 804 - Insurance Voluntary Trust Totals	10		\$41,028.80
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016A - 2016 A Signal Modernization				
Account 54510 - Other Capital Outlays				
208 - City Of Bloomington Utilities	13-Jordan River Culvert Proj-(2nd to 4th)-2nd invoice		12/14/2018	5,200.00
	Account 54510 - Other Capital Outlays Totals	1		\$5,200.00



Board of Public Works Claim Register

Invoice Date Range 12/03/18 - 12/14/18

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Program 06016A - 2016 A Signal Modernization Totals		1	\$5,200.00
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
16212 - Abell, INC (Abell Nursery & Landscape)	13-Bushes at Atwater & Woodlawn_Ped Timers Proj		12/14/2018	87.96
	Account 54510 - Other Capital Outlays Totals		1	\$87.96
	Program 06016B - 2016 B Ped/Signal/Intersection Totals		1	\$87.96
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Building				
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Multiuse Path Project-Inv. date 11/2/18	BC 2017-27	12/14/2018	3,684.25
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson Multiuse Path Project-Inv. date 11/2/18	BC 2017-26	12/14/2018	8,830.75
	Account 54310 - Improvements Other Than Building Totals		2	\$12,515.00
	Program 06016D - 2016 D Multi Use Paths Totals		2	\$12,515.00
	Department 06 - Controller's Office Totals		4	\$17,802.96
	Fund 978 - City 2016 GO Bond Proceeds Totals		4	\$17,802.96
			258	\$416,087.20



Board of Public Works Claim Register

Invoice Date Range 11/28/18 - 11/28/18

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 (\$0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	PWDIVX11192018	02-PW Division cell phone bill-10/12-11/11/18	Paid by Check # 68792		11/28/2018	11/28/2018	11/28/2018		11/28/2018	238.78
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$238.78
					Program 010000 - Main Totals			Invoice Transactions 1		\$238.78
					Department 01 - Animal Shelter Totals			Invoice Transactions 1		\$238.78
Department 11 - Mayor's Office										
Program 110000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	3788295X11192018	11-Wireless 101218-111118	Paid by Check # 68797		11/28/2018	11/28/2018	11/28/2018		11/28/2018	41.40
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$41.40
					Program 110000 - Main Totals			Invoice Transactions 1		\$41.40
					Department 11 - Mayor's Office Totals			Invoice Transactions 1		\$41.40
Department 12 - Human Resources										
Program 120000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	517849011192018	12-Wireless 101218-111118	Paid by Check # 68795		11/28/2018	11/28/2018	11/28/2018		11/28/2018	23.21
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$23.21
					Program 120000 - Main Totals			Invoice Transactions 1		\$23.21
					Department 12 - Human Resources Totals			Invoice Transactions 1		\$23.21
Department 13 - Planning										
Program 130000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	1860584X11192018	13-Wireless 101218-111118	Paid by Check # 68791		11/28/2018	11/28/2018	11/28/2018		11/28/2018	325.77
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$325.77
					Program 130000 - Main Totals			Invoice Transactions 1		\$325.77
					Department 13 - Planning Totals			Invoice Transactions 1		\$325.77
Department 19 - Facilities Maintenance										
Program 190000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	PWDIVX11192018	02-PW Division cell phone bill-10/12-11/11/18	Paid by Check # 68792		11/28/2018	11/28/2018	11/28/2018		11/28/2018	177.62
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$177.62
					Program 190000 - Main Totals			Invoice Transactions 1		\$177.62
					Department 19 - Facilities Maintenance Totals			Invoice Transactions 1		\$177.62
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	5783758X11192018	28-Wireless 101218-111118	Paid by Check # 68796		11/28/2018	11/28/2018	11/28/2018		11/28/2018	725.78
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$725.78
					Program 280000 - Main Totals			Invoice Transactions 1		\$725.78
					Department 28 - ITS Totals			Invoice Transactions 1		\$725.78
					Fund 101 - General Fund (\$0101) Totals			Invoice Transactions 6		\$1,532.56
Fund 401 - Non-Reverting Telecom (\$1146)										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC										
	1190782200111318	08-3550 N Kinser Pike Internet	Paid by Check # 68801		11/28/2018	11/28/2018	11/28/2018		11/28/2018	101.25
4170 - Comcast Cable Communications, INC										
	401NMRTN-111818	28-401 N Morton-business internet services	Paid by Check # 68802		11/28/2018	11/28/2018	11/28/2018		11/28/2018	149.85
					Account 53150 - Communications Contract Totals			Invoice Transactions 2		\$251.10
					Program 256000 - Services Totals			Invoice Transactions 2		\$251.10
					Department 25 - Telecommunications Totals			Invoice Transactions 2		\$251.10
					Fund 401 - Non-Reverting Telecom (\$1146) Totals			Invoice Transactions 2		\$251.10
Fund 451 - Motor Vehicle Highway(\$0708)										
Department 20 - Street										
Program 200000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	PWDIVX11192018	02-PW Division cell phone bill-10/12-11/11/18	Paid by Check # 68792		11/28/2018	11/28/2018	11/28/2018		11/28/2018	182.07
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$182.07
					Program 200000 - Main Totals			Invoice Transactions 1		\$182.07
					Department 20 - Street Totals			Invoice Transactions 1		\$182.07
					Fund 451 - Motor Vehicle Highway(\$0708) Totals			Invoice Transactions 1		\$182.07
Fund 452 - Parking Facilities(\$9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC										
	1861524X11192018	26-Wireless Service 101218-111118	Paid by Check # 68799		11/28/2018	11/28/2018	11/28/2018		11/28/2018	107.54
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$107.54
					Program 260000 - Main Totals			Invoice Transactions 1		\$107.54
					Department 26 - Parking Totals			Invoice Transactions 1		\$107.54
					Fund 452 - Parking Facilities(\$9502) Totals			Invoice Transactions 1		\$107.54
Fund 730 - Solid Waste (\$6401)										
Department 16 - Sanitation										
Program 160000 - Main										



Board of Public Works Claim Register

Invoice Date Range 11/28/18 - 11/28/18

Account **53210 - Telephone**
13969 - AT&T Mobility II, LLC

PWDIVX1119201 02-PW Division cell phone Paid by Check #
8 bill-10/12-11/11/18 68792

11/28/2018	11/28/2018	11/28/2018	11/28/2018	312.95
Account 53210 - Telephone Totals		Invoice Transactions 1		<u>\$312.95</u>
Program 160000 - Main Totals		Invoice Transactions 1		<u>\$312.95</u>
Department 16 - Sanitation Totals		Invoice Transactions 1		<u>\$312.95</u>
Fund 730 - Solid Waste (\$6401) Totals		Invoice Transactions 1		<u>\$312.95</u>

Fund **802 - Fleet Maintenance(\$9500)**
Department **17 - Fleet Maintenance**
Program **170000 - Main**
Account **53210 - Telephone**
13969 - AT&T Mobility II, LLC

PWDIVX1119201 02-PW Division cell phone Paid by Check #
8 bill-10/12-11/11/18 68792

11/28/2018	11/28/2018	11/28/2018	11/28/2018	40.52
Account 53210 - Telephone Totals		Invoice Transactions 1		<u>\$40.52</u>

Account **53540 - Natural Gas**
222 - Vectren

51863666-110618 19-Fleet Maint.-gas bill Paid by Check #
10/4-11/06/18 68805

11/28/2018	11/28/2018	11/28/2018	11/28/2018	189.41
Account 53540 - Natural Gas Totals		Invoice Transactions 1		<u>\$189.41</u>
Program 170000 - Main Totals		Invoice Transactions 2		<u>\$229.93</u>
Department 17 - Fleet Maintenance Totals		Invoice Transactions 2		<u>\$229.93</u>
Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice Transactions 2		<u>\$229.93</u>
Grand Totals		Invoice Transactions 15		<u><u>\$2,616.15</u></u>

REGISTER OF SIHO CLAIMS
Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	10/29/2018	EFT	804	FLEX	11/1/2018	689.94
2	10/30/2018	EFT	804	FLEX	11/1/2018	549.00
3	11/1/2018	EFT	804	FLEX	11/1/2018	5.86
4	10/30/2018	EFT	804	FLEX-DDC	11/1/2018	1,477.00
5	10/31/2018	EFT	800	Work Comp	11/1/2018	350.00
6	11/5/2018	EFT	801	IACT	11/9/2018	781,028.77
7	11/2/2018	EFT	804	FLEX	11/5/2018	590.26
8	11/3/2018	EFT	804	FLEX	11/5/2018	148.64
9	11/4/2018	EFT	804	FLEX	11/5/2018	129.80
10	11/6/2018	EFT	804	FLEX	11/7/2018	73.72
11	11/6/2018	EFT	804	FLEX-FSA	11/7/2018	700.00
12	11/7/2018	EFT	804	FLEX	11/8/2018	101.82
13	11/8/2018	EFT	801	H.S.A. EE	11/8/2018	17,770.21
14	11/9/2018	EFT	804	H.S.A. ER	11/9/2018	103.50
15	11/9/2018	EFT	801	DENTAL	11/13/2018	35,994.58
16	11/8/2018	EFT	804	FLEX	11/9/2018	177.56
17	11/9/2018	EFT	804	FLEX	11/13/2018	243.63
18	11/10/2018	EFT	804	FLEX	11/13/2018	150.00
19	11/11/2018	EFT	804	FLEX	11/13/2018	148.64
20	11/12/2018	EFT	804	FLEX	11/13/2018	68.25
21	11/13/2018	EFT	804	FLEX-DDC	11/13/2018	195.00
22	11/13/2018	EFT	804	FLEX	11/14/2018	350.00
27	11/14/2018	EFT	804	FLEX	11/15/2018	269.90
28	11/14/2018	EFT	801	GYMMASSAGE	11/15/2018	5,565.93
29	11/15/2018	EFT	804	FLEX	11/18/2018	52.96
26	11/17/2018	EFT	804	FLEX	11/19/2018	170.42
30	11/18/2018	EFT	804	FLEX	11/19/2018	120.02
25	11/19/2018	EFT	800	Work Comp	11/20/2018	4,356.13
24	11/19/2018	EFT	800	Work Comp	11/20/2018	10,929.71
23	11/19/2018	EFT	804	FLEX	11/20/2018	10.00
31	11/20/2018	EFT	804	FLEX	11/20/2018	252.00
32	11/20/2018	EFT	804	FLEX	11/21/2018	139.67
33	11/21/2018	EFT	804	H.S.A. EE	11/21/2018	17,846.87
34	11/21/2018	EFT	804	FLEX	11/26/2018	100.00
35	11/22/2018	EFT	804	FLEX	11/26/2018	377.47
36	11/24/2018	EFT	804	H.S.A. EE	11/26/2018	100.97
37	11/26/2018	EFT	804	FLEX	11/27/2018	48.00
38	11/27/2018	EFT	804	FLEX	11/27/2018	379.77
39	11/27/2018	EFT	804	FLEX	11/28/2018	104.10
40	11/28/2018	EFT	804	FLEX	11/29/2018	80.00
41	11/29/2018	EFT	804	FLEX	11/30/2018	36.46
42		EFT	804	FLEX		
43		EFT	804	FLEX		
44		EFT	804	FLEX		
45		EFT	804	H.S.A. EE		
48		EFT	804	H.S.A. ER		
47		EFT	801	FLEX		
48		EFT	804	FLEX-DDC		
49		EFT	801	CIGNA		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		
						<u>881,966.34</u>

ALLOWANCE OF CLAIMS

\$ 881,966.34

Dated this 11th day of Dec. year of 20 18.

Kyla Cox Deckard, President

Beth H. 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 _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/14/2018	Bank Fees				416,087.20
11/28/2018	Claims				2,616.15
11/30/2018	Sp Utility Cks				881,966.34
	Month Of November HSA/WorkComp/MT & Gym/CIGNA				881,966.34
	Sales Tax For October 2018				<u>1,300,669.69</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 \$ 1,300,669.69

Dated this 11th day of December year of 2018 .

 Kyla Cox Deckard, President

 Beth H. Hollingsworth, Vice-President

 Dana Palazzo, Secretary

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

Fiscal Office _____