

**Board of Public Works Meeting  
December 22, 2020**



Topic: BPW Meeting

Time: Dec 22, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/95308375381?pwd=Yk1xcckI4NDNFWmVHMmJVLzhGQ2RTdz09>

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**AGENDA  
BOARD OF PUBLIC WORKS  
DECEMBER 22, 2020**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, December 22, 2020 at 5:30 p.m.

The City will offer virtual options, including **CATS** public access television (live and tape- delayed) and Zoom. Public comments and questions will be encouraged via [bloomington.in.gov](mailto:public.works@bloomington.in.gov) rather than in person.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
  - 1. Approval of Minutes – December 8, 2020
  - 2. Approval of Payroll
- IV. NEW BUSINESS**
  - 1. Resolution 2020-60: Approve Transfer Ownership of the John Waldron Arts Center to City of Bloomington
  - 2. Approve Preliminary Engineering Contract with WSP USA for Neighborhood Greenway Projects
  - 3. Approve Construction Contract with River Town Construction, LLC for the Bus Stop Improvements Project
  - 4. Approve Request from Reed and Sons to Close Jordan Ave from E. 3<sup>rd</sup> St. to E. 10<sup>th</sup> St. (January 04, 2021 – February 19, 2021)
  - 5. Approve Construction Contract with River Town Construction, LLC for the West 6<sup>th</sup> St./ North Elm St. Sidewalk Project
  - 6. Approve INDOT-LPA Local Roads and Bridges Matching Grant Agreement
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. APPROVAL OF CLAIMS**
- VII. 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](mailto:public.works@bloomington.in.gov).

The Board of Public Works meeting was held on Tuesday, December 08, 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Beth H. Hollingsworth  
Dana Palazzo

**ROLL CALL**

City Staff: Adam Wason – Public Works  
April Rosenberger – Public Works  
Michael Large – Public Works  
Matt Smethurst – Planning and Transportation  
Neil Kopper – Planning and Transportation  
Patrick Dierkes – Planning and Transportation  
Roy Aten – Planning and Transportation  
Russell White – Planning and Transportation  
Mike Arnold – Housing and Neighborhood Dev.  
Jacqueline Moore – City Legal  
Daniel Dixon – City Legal

Beth H. Hollingsworth wanted to thank the crews of leaf collection again. Reminded everyone to stay safe and be healthy.

**MESSAGES FROM  
BOARD MEMBERS**

1. **Approval of Minutes – November 24, 2020**
2. **Resolution 2020-59: Approve Declaration of Surplus Vehicles-Fleet Maintenance Division**
3. **Approve Addendum #2 to RTA Contract for Fleet Maintenance Software Services**
4. **Approve Renewal #2 of Agreement with SSW Enterprises, LLC., for Custodial Maintenance and Janitorial Services at Public Works Facilities**
5. **Approval of Payroll**

Hollingsworth made a motion to approve the items on the consent agenda. Palazzo seconded the motion. Motion is passed.

Mike Arnold, Housing and Neighborhood Development, presented Resolution 2020-57: Approve Order to Remove Structure at 1020 W. Allen. See meeting packet for details.

**Board Comments:** Palazzo asked if the owners had been contacted. Arnold said that a certified letter had been sent and the return receipt has been returned, but he had not spoken to the owners. Hollingsworth asked if the owners or the City would choose the demolition contactor. Arnold said the owners choose the contractor and would have to get a demolition permit through Monroe County.

Palazzo made a motion to Approve Resolution 2020-57: Order to Remove Structure at 1020 W. Allen. Hollingsworth Seconded. Motion is passed.

Russell White, Planning and Transportation, presented Approve Award Contract with E&B Paving, Inc., for the Moores Pike at Smith Road Crosswalk and Ramp Project. See meeting packet for details.

**Board Comments:** Cox Deckard followed up with a question from the Work Session, asking if the Sidewalk Committee had reconfirmed their approval of this project as a priority. Neil Kopper, Planning and Transportation, said he had emailed the Sidewalk Committee and they confirmed that they would like to allocate funds for this project.

Hollingsworth made a motion to Approve Award Contract with E&B Paving, Inc., for the Moores Pike at Smith Road Crosswalk and Ramp Project. Palazzo seconded. Motion is passed.

Neil Kopper, Planning and Transportation presented Approve Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC, for Neighborhood Greenway Projects. See meeting packet for details.

**Board Comments:** Hollingsworth asked how the public would be involved with input on the projects and how the public forums would be conducted. Kopper explained that typically there is a public meeting for each individual project. Hollingsworth asked how the neighborhoods would be notified. Kopper answered that the specific method had not been determined, but it is typically through signage, mailings, and posting on the website.

Palazzo made a motion to Approve Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC, for Neighborhood Greenway Projects. Hollingsworth seconded. Motion is passed.

Neil Kopper, Planning and Transportation, presented Approve Contract Amendment #2 with VS Engineering for Temporary Engineering Staff Services. See meeting packet for details.

**Board Comments:** Palazzo asked how much of the not to exceed amount has been spent thus far. Kopper answered that the original amount of \$105,000 has been spent entirely, and about a quarter of the additional \$20,000 has been allocated. Palazzo asked if Kopper thought the additional \$20,000 was going to be enough. Kopper confirmed

Hollingsworth made motion to Approve Contract Amendment #2 with VS Engineering for Temporary Engineering Staff Services. Palazzo seconded. Motion is passed.

Matt Smethurst, Planning and Transportation, presented Approve Change Order #8 for the West 17<sup>th</sup> Street Reconstruction Project. See meeting packet for details.

**Board Comments:** Hollingsworth asked if W. 17<sup>th</sup> Street is now open. Smethurst confirmed that it had been open since November 16<sup>th</sup>, 2020. Cox Deckard asked about more changes coming through, but this change order is one of the last? Smethurst confirmed that this change order has all of the known items at this time.

Hollingsworth made a motion to Approve Change Order #8 for the West 17<sup>th</sup> Street Reconstruction Project. Palazzo seconded. Motion is passed.

Patrick Dierkes, Planning and Transportation, presented Approve Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc., for the Adams Street Sidewalk Project. See Meeting packet for details.

**Board Comments:** Cox Deckard asked if the funding has been determined for 2021. Dierkes said the design is funded, but the construction is not currently funded. Kopper said the Council Sidewalk Committee will have a series of meetings to determine where to allocate the funds to. Cox Deckard needed confirmation that the Committee does want to move forward with this project; Kopper agreed.

Hollingsworth made a motion to Approve Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc., for the Adams Street Sidewalk Project. Palazzo seconded. Motion is passed.

Adam Wason, Public Works, reminded that the leafing program had been started; one pass for each neighborhood through the end of the year. He directed the public to the City's website for a leaf collection map. Mowing and mulching are the preferred methods and most appreciated. Wason wanted to remind residents and staff to take all precautions necessary to stay safe and healthy.

Hollingsworth made a motion to approve claims in the amount of \$364,458.54. Palazzo seconded. Motion is passed

Cox Deckard called for adjournment at 5:53 p.m.

Accepted By:

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Kyla Cox Deckard, President

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Beth H. Hollingsworth, Vice-president

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Dana Palazzo, Secretary

Date:

Attest to:

12/08/2020



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/18/2020	Payroll				446,709.97
					<u>446,709.97</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 \$ 446,709.97

**Dated this 22nd day of December year of 2020.**

\_\_\_\_\_

Kyla Cox Deckard Secretary                      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 \_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Transfer Ownership of the John Waldron Arts Center to the City of Bloomington

**Petitioner/Representative:** Legal Department

**Staff Representative:** Jacquelyn Moore

**Date:** December 22, 2020

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**Report:**

In May of this year, Ivy Tech released a statement announcing that the John Waldron Arts Center (the "Waldron") would be transferred back to the City, as Ivy Tech was no longer able to maintain it as a community arts center. The deed and the Real Estate Conveyance Agreement transferring the Waldron to Ivy Tech in 2010 provided that the Waldron would revert to the City if Ivy Tech did not continue to operate it as a community arts center. The return of ownership to the City will allow Ivy Tech to focus on its mission of increasing the educational attainment of residents in the communities served by Ivy Tech. In June 2020 the State Board of Trustees of Ivy Tech Community College of Indiana approved the transfer of the John Waldron Arts Center to the City of Bloomington.

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**Recommendation and Supporting Justification:** Legal Department recommends that the Board of Public Works approve the transfer of the John Waldron Arts Center back to the City by way of Quitclaim Deed from Ivy Tech Community College of Indiana.

**Recommend**  **Approval**  **Denial by:** **Jacquelyn Moore**

**BOARD OF PUBLIC WORKS  
RESOLUTION 2020-60  
AGREEMENT TO ACCEPT TRANSFER OF  
THE JOHN WALDRON ARTS CENTER  
FROM IVY TECH COMMUNITY COLLEGE OF INDIANA**

**WHEREAS**, by Resolution 2020-60, the Board of Public Works agrees to accept real estate commonly known as the John Waldron Arts Center by quitclaim deed from Ivy Tech Community College of Indiana (“ITCC”); and

**WHEREAS**, this transfer of real estate will benefit both the City and ITCC.

**NOW, THEREFORE, BE IT RESOLVED:**

The Board of Public Works will accept the real estate when it is conveyed by quitclaim deed from ITCC to the City of Bloomington.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

BOARD OF PUBLIC WORKS

\_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Beth H. Hollingsworth, Vice President

\_\_\_\_\_  
Dana Palazzo, Secretary



# Board of Public Works

## Staff Report

**Project/Event:** Approval of the Preliminary Engineering Contract with WSP USA Inc. for Neighborhood Greenway Projects

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Neil Kopper, Interim Transportation and Traffic Engineer

**Date:** 12/22/2020

**Report:** This contract contains services to complete preliminary engineering tasks for multiple Phase 1 neighborhood greenway projects as prioritized in the City's Transportation Plan. The treatments used to create these facilities can vary, but neighborhood greenways most frequently use traffic calming and placemaking tools on a neighborhood street to create an environment where people walking and bicycling are comfortable sharing the street with motor vehicles.

WSP was selected to perform preliminary engineering services for approximately half of the Phase 1 neighborhood greenways based on their response to an RFI. Anticipated projects include Weatherstone (Hawthorne to Hillside), Hawthorne (Weatherstone to 3rd), Sheridan/Southdowns (Woodlawn to Jordan), Southdowns/Ruby/Nancy (Jordan to High), and Covenanter (High to College Mall). Each individual greenway project will involve public input and construction of the projects will likely be spread between 2021 and 2023. Because the exact scope of the final design efforts is not yet known, this contract is set up to include Task Orders with individual fee amounts and approvals. Task Order 1 includes approval for planning, public input, and conceptual design efforts, billed based on a time and materials basis, with a not-to-exceed amount of \$153,835. Future Task Orders will include final design tasks and will come to the Board for approval. Compensation for all Task Order services will be adjusted as future Task Orders are approved, but is initially set at a not-to-exceed amount of \$400,000.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve the Preliminary Engineering Contract with WSP USA Inc. for Neighborhood Greenway Projects.

**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	--
<b>Design Services Contract*</b>	<b>Current Item</b>	<b>12/22/2020</b>
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

\*Task Order 1 Approval included with Contract Approval 12/22/2020



**TASK ORDER NO. 1**  
**TO**  
**TASK-ORDER BASED PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN**  
**WSP USA INC.**  
**AND**  
**CITY OF BLOOMINGTON, INDIANA**

Client: City of Bloomington  
Project Name: Bloomington Neighborhood Greenways  
Project No. TBD

WSP USA Inc. (“WSP”) and the City of Bloomington (“Client”) entered into an Agreement for Consulting Services (the “Agreement”) for the performance of **preliminary engineering** services pursuant to Task Orders. All terms and conditions of the Agreement, including all exhibits and amendments thereto, and all documents and terms incorporated therein, are by this reference incorporated into this Task Order for all purposes as if fully set forth, and shall govern the parties hereto.

This Task Order, effective upon execution by both parties, constitutes WSP’s Notice to Proceed with performance of the Services described herein, in accordance with the terms hereof.

- 1. Task Order Services.** WSP shall perform the Services set forth in Exhibit 1, Scope of Services, attached hereto and by this reference incorporated herein and made a part hereof for all purposes.
- 2. Compensation.** WSP shall be compensated for performance of the Services on a time and materials basis, in an amount not-to-exceed **ONE HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED THIRTY-FIVE AND NO/100 DOLLARS (\$153,835.00)**, according to the rate schedules contained in Exhibit 2A, attached hereto and by this reference incorporated herein and made a part hereof for all purposes. This fee includes the Optional / As-Needed Planning Task per Section 21 of the fee breakdown contained in Exhibit 2B.
- 3. Schedule.** WSP shall perform the Services, including submittal of all deliverables, if any, in accordance with the Schedule stipulated in Exhibit C of the Agreement or in Exhibit 3, attached hereto and incorporated herein and made a part hereof for all purposes.

City of Bloomington  
Board of Public Works

WSP USA INC.

By: \_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Kelli McNamara, Area Manager

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President

By: \_\_\_\_\_  
Dana Palazzo, Secretary

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

## **EXHIBIT 1 - SCOPE OF WORK**

### **Pre-Design Services**

The City of Bloomington has requested that WSP USA Inc. (WSP) perform pre-design services for Neighborhood Greenways at five (5) locations in Bloomington, Indiana. The locations are assumed to be the following:

1. Weatherstone Lane - including crossing improvements at Hillside Drive and potential short trail connection to Hawthorne Drive.
2. Hawthorne Drive (from Weatherstone Lane to 3<sup>rd</sup> Street)
3. Sheridan Drive /Southdowns Drive (from Woodlawn Avenue to Jordan Avenue) -
4. Southdowns Drive, Ruby Lane, Nancy Street, and additional short neighborhood streets (from Jordan Avenue to High Street)
5. Covenanter Drive (from High Street to College Mall Road)

WSP will be responsible for the following tasks as part of this Scope of Work:

#### **Task 1. Project Management**

Through its Quality Management System (QMS), WSP has a recognized project management and quality control system with an established series of tracking templates. It is through the QMS that WSP manages its projects, facilitating the team's adherence to project scope, schedule, and budget. WSP's project manager will comply with the QMS procedures by preparing a project management plan and associated documents to guide the project. Monthly invoices will be prepared for submittal to the City of Bloomington.

#### **Task 2. Meetings**

WSP will attend the following meetings in Bloomington, virtually or in person, for all 5 locations:

1. Input Meeting with City Staff (up to 2 WSP representatives)
2. Public Meeting #1 (up to 2 WSP representatives)
3. Alternative Review Meeting with City Staff (up to 2 WSP representatives)
4. Public Meeting #2 (up to 2 WSP representatives)

An initial input meeting will be scheduled with City Staff to determine City concerns and known issues for each project location, as well as any preliminary discussions on alternative solutions. At this meeting, criteria for analyzing and prioritizing alternatives will also be determined.

Public meeting #1 will be held to gather community input on the public perception of the issues at each location and solicit potential solutions the neighborhood would prefer. It is assumed that the City will plan and run the meeting; WSP will attend and offer support such as documenting community feedback (1 summary per location).

Once alternatives have been developed, WSP will schedule a meeting with City Staff to review the alternatives and refine them prior to the next public meeting.

Public meeting #2 will be held to present up to three (3) alternative solutions for each location to the public and retain their feedback. It is assumed that the City will plan and run the meeting; WSP will attend and offer support such as .pdf exhibits (1 per location), assisting with presentations (1 per location), and documenting community feedback (1 summary per location).

Deliverables: Meeting Minutes for all Meetings



### **Task 3. Alternative Development & Selection**

To help develop alternative concepts for each location, WSP will conduct one (1) site visit per location, with up to two (2) WSP representatives attending. Based on the field conditions, as well as the input received from City Staff and Public Meeting #1, up to three (3) alternatives will be developed for each location. The alternatives could range from sign and pavement marking updates to curb line modifications. It is assumed that the City will provide guidance on the alternatives to consider for each location. For each alternative, a conceptual schematic and a preliminary planning level opinion of probable cost will be developed.

The alternatives will be evaluated and a list of pros and cons will be developed for each alternative. Public input for each will also be considered as part of this evaluation process. The list of pros and cons may include traffic capacity, benefit/cost analysis, safety considerations, expected compliance, ease of implementation, etc.

After the Alternative Review Meeting with City Staff, the alternatives will be modified as needed prior to Public Meeting #2. Based on the input received from City Staff and Public Meeting #2, a preferred alternative will be selected and refined.

A summary memorandum will be prepared for each location, documenting the process to select the preferred alternative. The memo will step through the existing conditions, need for the project, alternatives that were developed, input received from the City and the public, alternative analysis, and selection of the preferred alternative. A draft memorandum will be submitted for review and comment one time before finalizing the document.

Deliverables: 2D Conceptual Schematics, Preliminary Cost Estimates, Draft Summary Memos, Final Summary Memos (all in .pdf format)

Exclusions: Traffic Counts, Crash Analysis, Capacity Analysis

Assumptions: City of Bloomington to provide guidance on alternatives for consideration at each location.

### **Task 4. Planning (Optional)**

If desired by the City, WSP can provide Planning services for this project. The WSP planning representative would attend the following with the other WSP representatives:

- Field visit
- Input meeting with City Staff
- Public Meeting #1
- Alternative Review Meeting with City Staff

The planning representative would be heavily involved in the development of the conceptual alternatives, instead of relying on the City of Bloomington planning department to specify the alternatives to consider at each location. Alternatives would be chosen based on safety and accessibility benefits, unless other priorities are established during the initial input meeting with the City.

Deliverables: Development of Alternatives (up to 3 per Location)

## Exhibit 2A - Rate Schedule

### Pre-Design Services

P-Grade	Classification	Hourly Rate	Contract Rate
P-07	ASSISTANT CONSULTANT, CIVIL ENGINEER	\$ 31.61	\$ 86.71
P-07	ASSISTANT CONSULTANT, TRAFFIC ENGINEER	\$ 32.46	\$ 89.04
P-08	ASSOCIATE CONSULTANT, CIVIL ENGINEER	\$ 34.61	\$ 94.96
P-08	ASSOCIATE CONSULTANT, GRAPHIC DESIGN	\$ 33.33	\$ 91.44
P-08	ASSOCIATE CONSULTANT, PROJECT ACCOUNTING	\$ 39.72	\$ 108.97
P-08	ASSOCIATE CONSULTANT, PROJECT CONTROLS	\$ 31.25	\$ 85.73
P-08	ASSOCIATE CONSULTANT, SCHEDULER	\$ 28.85	\$ 79.15
P-08	ASSOCIATE CONSULTANT, TRAFFIC ENGINEER	\$ 34.55	\$ 94.80
P-09	CONSULTANT, CIVIL ENGINEER	\$ 40.11	\$ 110.05
P-09	CONSULTANT, COMMUNICATION AND PUBLIC INVOLVEMENT	\$ 39.92	\$ 109.52
P-09	CONSULTANT, COMMUNICATIONS	\$ 41.98	\$ 115.17
P-09	CONSULTANT, DOCUMENT CONTROL	\$ 32.02	\$ 87.85
P-09	CONSULTANT, INFRASTRUCTURE AND OPERATIONS	\$ 40.73	\$ 111.74
P-09	CONSULTANT, PROJECT ACCOUNTING	\$ 37.03	\$ 101.58
P-09	CONSULTANT, PROJECT CONTROLS	\$ 40.73	\$ 111.74
P-09	CONSULTANT, TRAFFIC ENGINEER	\$ 40.11	\$ 110.03
P-09	CONSULTANT, TRANSPORTATION PLANNER	\$ 38.45	\$ 105.49
T-06	COORDINATOR, TECHNICIAN	\$ 20.15	\$ 55.28
P-13	DIRECTOR, AREA LEADER	\$ 86.30	\$ 236.75
P-13	DIRECTOR, CIVIL ENGINEER	\$ 82.84	\$ 227.28
P-13	DIRECTOR, COMMUNICATION AND PUBLIC INVOLVEMENT	\$ 77.87	\$ 213.64
X-13	DIRECTOR, PROJECT ACCOUNTING	\$ 64.65	\$ 177.37
P-13	DIRECTOR, PROJECT CONTROLS	\$ 96.16	\$ 263.81
X-13	DIRECTOR, QUALITY ASSURANCE	\$ 64.70	\$ 177.50
P-13	DIRECTOR, TRAFFIC ENGINEER	\$ 75.97	\$ 208.41
P-13	DIRECTOR, TRANSPORTATION PLANNER	\$ 84.35	\$ 231.42
T-05	INTERN	\$ 20.00	\$ 54.87
P-11	LEAD CONSULTANT, CIVIL ENGINEER	\$ 55.61	\$ 152.57
P-11	LEAD CONSULTANT, PROJECT CONTROLS	\$ 63.43	\$ 174.02
P-11	LEAD CONSULTANT, TRAFFIC ENGINEER	\$ 51.70	\$ 141.83
P-11	LEAD CONSULTANT, TRANSPORTATION PLANNER	\$ 54.80	\$ 150.34
T-10	LEAD DESIGN SUPPORT SPECIALIST	\$ 49.80	\$ 136.63
T-10	LEAD GIS ANALYST	\$ 45.40	\$ 124.55
T-10	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	\$ 48.21	\$ 132.26
T-10	LEAD TECHNICIAN	\$ 56.51	\$ 155.03
P-11	MANAGER, DESIGN SUPPORT	\$ 52.81	\$ 144.88
P-11	MANAGER, PROJECT ACCOUNTING	\$ 56.94	\$ 156.21
P-14	MANAGING DIRECTOR, AREA LEADER	\$ 108.14	\$ 296.69
P-14	MANAGING DIRECTOR, CIVIL ENGINEER	\$ 101.41	\$ 278.21
P-14	MANAGING DIRECTOR, TRANSPORTATION PLANNER	\$ 111.29	\$ 305.32
T-08	SPECIALIST, DESIGN SUPPORT	\$ 39.78	\$ 109.14
T-08	SPECIALIST, TECHNICAL ENGINEERING SUPPORT	\$ 34.26	\$ 93.99
T-08	SPECIALIST, TECHNICIAN	\$ 30.00	\$ 82.30
P-10	SR. CONSULTANT, CIVIL ENGINEER	\$ 49.27	\$ 135.16
P-10	SR. CONSULTANT, COMMUNICATION AND PUBLIC INVOLVEMENT	\$ 41.83	\$ 114.76
P-10	SR. CONSULTANT, PROJECT ACCOUNTING	\$ 46.57	\$ 127.76
P-10	SR. CONSULTANT, TRAFFIC ENGINEER	\$ 46.85	\$ 128.53
P-10	SR. CONSULTANT, TRANSPORTATION PLANNER	\$ 42.98	\$ 117.92
T-07	SR. COORDINATOR, DESIGN SUPPORT	\$ 31.50	\$ 86.42
T-07	SR. COORDINATOR, TECHNICAL ENGINEERING SUPPORT	\$ 29.66	\$ 81.37
T-07	SR. COORDINATOR, TECHNICIAN	\$ 31.18	\$ 85.54
T-09	SR. DESIGN SUPPORT SPECIALIST	\$ 39.70	\$ 108.92
T-06	SR. INTERN	\$ 20.83	\$ 57.16
P-12	SR. LEAD CONSULTANT, CIVIL ENGINEER	\$ 64.86	\$ 177.95
P-12	SR. LEAD CONSULTANT, TRAFFIC ENGINEER	\$ 64.88	\$ 178.00
P-12	SR. LEAD CONSULTANT, TRANSPORTATION PLANNER	\$ 70.79	\$ 194.21
T-11	SR. LEAD TECHNICIAN	\$ 55.10	\$ 151.17
X-12	SR. MANAGER, PROJECT ACCOUNTING	\$ 59.13	\$ 162.22
T-09	SR. TECHNICAL ENGINEERING SUPPORT SPECIALIST	\$ 39.96	\$ 109.63
T-09	SR. TECHNICIAN	\$ 44.83	\$ 122.99
T-05	TECHNICAL ENGINEERING SUPPORT ASSISTANT	\$ 23.10	\$ 63.37
T-05	TECHNICIAN ASSISTANT	\$ 17.31	\$ 47.50



# Bloomington Neighborhood Greenways

WSP PROJECT NO.: TBD

DES. NO.: TBD

DESCRIPTION: Task 1 - Pre-Design Services

Client: City of Bloomington

			Proposed Fees		
TASKS	Description	Contract Type	WSP USA	Subtotal	Comments
Section 1	Project Management	Negotiated Labor Rate	\$12,422	\$12,422	
Section 2	Meetings	Negotiated Labor Rate	\$29,910	\$29,910	
Section 3	Alternative Development & Selection	Negotiated Labor Rate	\$86,742	\$86,742	
Subtotal			\$129,074	\$129,074	

			WSP USA	Subtotal	Comments
As-Needed					
Section 21	Planning	Negotiated Labor Rate	\$24,761	\$24,761	
Subtotal As-Needed			\$24,761	\$24,761	

GRAND TOTAL \$153,835

**Exhibit 2B - Fee Breakdown**  
Pre-Design Services

# Bloomington Neighborhood Greenways

PROJECT NO.: TBD                                  DES. NO.: TBD  
DESCRIPTION: Task 1 - Pre-Design Services

Proposed Labor Rates Worksheet

A. Direct Labor, Estimated                                  1.00  
Estimated manhours x Current Hourly Rates

B. Escalation

Base Year	Year	% work	DL multiplier	Escalation Rate	Start Date	End Date
	2020	0.0%	1.0000	0.0%	7/1/2019	6/30/2020
(Based on allowable annual labor rate increase)	2021	60.0%	1.0240	2.4%	7/1/2020	6/30/2021
(Previous Year + Escalation Rate)	2022	40.0%	1.0486	2.4%	7/1/2021	6/30/2022
	2023	0.0%	1.0737	2.4%	7/1/2022	6/30/2023
	2024	0.0%	1.0995	2.4%	7/1/2023	6/30/2024

C. Total Direct Labor                                  100.0%      1.0338      2.4%  
C = Weighted labor rate per year

D. Overhead Rate                                  137.73%                          1.3773  
INDOT approved OH rate (based on current actual audited OH rate)

E. Baseline Fee Base                                  2.3773  
E = (D + A)

F. Baseline Net Fee                                  11.40%                          0.2710  
F = Baseline Fee (E) x Profit Margin

G. Cost of Facilities Capital (Audited Value)      0.54%                          0.0054  
G = Cost of Facilities Capital Rate

	Baseline LM	Weighted Escalation	
J. Total Estimated Fee Multiplier	2.6537	1.0338	2.7435 Escalation Multiplier
J = Baseline LM x Weighted Escalation			



**Exhibit 2B - Fee Breakdown**  
Pre-Design Services

# Project Management

PROJECT NO.: TBD DES. NO.: TBD  
 DESCRIPTION: Task 1 - Pre-Design Services

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK	
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-07	P-10	T-11	T-10	T-06			
	MANAGING DIRECTOR, AREA LEADER	MANAGING DIRECTOR, CIVIL ENGINEER	DIRECTOR, CIVIL ENGINEER	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	SR CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN			
Project Set Up & Ongoing Management					18.00	56.00				18.00				92.00	\$12,421.40	
SUBTOTAL:														92	\$12,421.40	
TOTAL - HOURS:	0.00	0.00	0.00	0.00	18.00	56.00	0.00	0.00	0.00	18.00	0.00	0.00	0.00	92		
SALARY PER HOUR	\$296.69	\$278.21	\$227.28	\$177.95	\$141.83	\$135.16	\$110.05	\$94.96	\$86.71	\$127.76	\$151.17	\$132.26	\$57.16			
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$2,552.93	\$7,568.85	\$0.00	\$0.00	\$0.00	\$2,299.63	\$0.00	\$0.00	\$0.00		\$12,421.40	
SUBCONSULTANT SCOPE & FEES (Subconsultant Manhour Justification Follows this Cost Proposal)																
DIRECT EXPENSES:																\$0.00
TOTAL COSTS (Direct Labor Costs + Expenses):																\$12,422.00



**Exhibit 2B - Fee Breakdown**  
Pre-Design Services

# Meetings

PROJECT NO.: TBD DES. NO.: TBD  
 DESCRIPTION: Task 1 - Pre-Design Services

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	P-14	P-14	P-13	P-12	P-11	P-10	P-09	P-08	P-08	P-10	T-11	T-10	T-06		
	MANAGING DIRECTOR, AREA LEADER	MANAGING DIRECTOR, CIVIL ENGINEER	DIRECTOR, CIVIL ENGINEER	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, TRAFFIC ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSOCIATE CONSULTANT, GRAPHIC DESIGN	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Input Meeting w/ City Staff					20.00	20.00								40.00	\$5,539.74
Public Meeting #1					25.00	25.00								50.00	\$6,924.68
Alternatvie Review Meeting w/ City					30.00	30.00								60.00	\$8,309.61
Public Meeting #2					25.00	25.00			10.00					60.00	\$7,839.08
<b>SUBTOTAL:</b>														<b>210</b>	<b>\$28,613.12</b>
<b>TOTAL - HOURS:</b>	0.00	0.00	0.00	0.00	100.00	100.00	0.00	0.00	10.00	0.00	0.00	0.00	0.00	210	
<b>SALARY PER HOUR</b>	\$296.69	\$278.21	\$227.28	\$177.95	\$141.83	\$135.16	\$110.05	\$94.96	\$91.44	\$127.76	\$151.17	\$132.26	\$57.16		
<b>DIRECT SALARY COSTS:</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$14,182.92	\$13,515.80	\$0.00	\$0.00	\$914.40	\$0.00	\$0.00	\$0.00	\$0.00		\$28,613.12
<b>DIRECT EXPENSES</b>															
Mileage	20.00				Trips x	120	Mi./Trip x	\$0.390							\$936.00
Meals	2.00				Persons x	15.00	Days x	12							\$360.00
<b>DIRECT EXPENSES:</b>															<b>\$1,296.00</b>
<b>TOTAL COSTS (Direct Labor Costs + Expenses):</b>															<b>\$29,910.00</b>



**Exhibit 2B - Fee Breakdown**  
Pre-Design Services

# Planning

PROJECT NO.: TBD DES. NO.: TBD  
 DESCRIPTION: Task 1 - Pre-Design Services

DESCRIPTION	PERSON HOURS BY CLASSIFICATION													TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	P-14	P-14	P-13	P-12	P-11	P-10	P-10	P-08	P-07	P-10	T-11	T-10	T-06		
	MANAGING DIRECTOR, AREA LEADER	MANAGING DIRECTOR, CIVIL ENGINEER	DIRECTOR, CIVIL ENGINEER	SR. LEAD CONSULTANT, CIVIL ENGINEER	LEAD CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, TRANSPORTATION PLANNER	ASSOCIATE CONSULTANT, CIVIL ENGINEER	ASSISTANT CONSULTANT, CIVIL ENGINEER	SR. CONSULTANT, PROJECT ACCOUNTING	SR. LEAD TECHNICIAN	LEAD TECHNICAL ENGINEERING SUPPORT SPECIALIST	SR. INTERN		
Field Visit							20.00							20.00	\$2,358.49
Input Meeting with City Staff							20.00							20.00	\$2,358.49
Public Meeting #1							20.00							20.00	\$2,358.49
Development of Conceptual Alternatives (Up to 3 per Location, 5 Locations)							120.00							120.00	\$14,150.91
Alternative Review Meeting with City Staff							20.00							20.00	\$2,358.49
SUBTOTAL:													200	\$23,584.85	
TOTAL - HOURS:	0.00	0.00	0.00	0.00	0.00	0.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	200	
SALARY PER HOUR	\$296.69	\$278.21	\$227.28	\$177.95	\$152.57	\$135.16	\$117.92	\$94.96	\$86.71	\$127.76	\$151.17	\$132.26	\$57.16		
DIRECT SALARY COSTS:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$23,584.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$23,584.85
<b>DIRECT EXPENSES</b>															
Mileage	20.00					Trips x	120	Mi./Trip x	\$0.390						\$936.00
Meals	1.00					Persons x	20.00	Days x	12						\$240.00
Display Boards	\$ 13.76					Units									\$0.00
DIRECT EXPENSES:														\$1,176.00	
<b>TOTAL COSTS (Direct Labor Costs + Expenses):</b>														<b>\$24,761.00</b>	
Labor Rate	\$270.42	\$253.58	\$207.16	\$162.19	\$139.06	\$123.19	\$107.48	\$86.55	\$79.03	\$116.45	\$137.78	\$120.55	\$52.10		
Total Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$21,497.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,087.86
Labor Enhancement or (Breakage)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,087.86	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		



**EXHIBIT 3 - SCHEDULE**  
**Pre-Design Services**

Work by Consultant shall be completed by December 31, 2022, unless agreed to in writing by Client. Specific milestone dates will be coordinated with the Client based on the date of Notice to Proceed.

PROJECT NAME: Bloomington Neighborhood Greenways

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Bloomington Department of Planning and Transportation through the Board of Public Works (hereinafter referred to as "Board"), and WSP USA INC, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform preliminary engineering tasks on multiple Phase 1 neighborhood greenway projects as prioritized in the City's Transportation Plan; and

WHEREAS, each project shall be conducted on a Task Order basis, with each Task Order specifying all services to be performed, the agreed upon schedule for the work as well as the compensation due to Consultant for all work to be performed in accordance with each Task Order on the particular project (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 Department of Planning and Transportation 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 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, Interim Transportation and Traffic 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 for all work completed in accordance with the terms of each Task Order for any of the anticipated projects identified in Exhibit A of this Agreement. Each particular Task Order for all work performed on any of the projects covered under this Agreement when totaled together, shall not exceed the amount of Four Hundred Thousand Dollars (\$400,000.00). 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 for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Consultant in connection with this Agreement shall become the property of the Board, as set forth in Article 11 herein.

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

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor,

materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

Article 10. Reuse of Documents: All documents, including but not limited to, drawings, specifications and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to this project. They are not intended or represented to be suitable for reuse by the Board or others on modifications or extensions of this project or on any other project. The Board may elect to reuse such documents; however any reuse without prior written verification or adaptation by Consultant for the specific purpose intended will be at the Board's sole risk and without liability or legal exposure to the Consultant. The Board shall indemnify and hold harmless the Consultant against all judgments, losses, damages, injuries and expenses arising out of or resulting from such reuse. Any verification or adaptation of documents by the Consultant will entitle the Consultant to additional compensation at rates to be agreed upon by the Board and the Consultant.

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

Article 12. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Board.

Article 13. Indemnification: To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City of Bloomington, the Board, and the officers, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, employees, or subconsultants in the performance of services under this Agreement.

Article 14. Insurance: During the performance of any and all Services under this Agreement, Consultant shall maintain the following insurance in full force and effect:

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

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

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

Article 15. Conflict of Interest: Consultant declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Consultant agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 16. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right

to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 18. Assignment: Neither the Board nor the Consultant shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Consultant may assign its rights to payment without the Board's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 19. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 20. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 21. Non-Discrimination: Consultant shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

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



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 & Transportation Dept.  
Attn: Neil Kopper  
401 N. Morton Street, Suite 130  
Bloomington, Indiana 47404

Consultant:

WSP USA INC.  
Attn: Kelli McNamara, Area Manager  
115 W. Washington Street, Suite 1270S  
Indianapolis, Indiana 46204

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 supplement or 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 Consultant obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Consultant 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 Consultant shall terminate the Agreement, unless the Consultant determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Consultant may allow the Agreement to remain in effect until the Consultant procures a new Consultant. If the Consultant terminated the Agreement, the Consultant or its subconsultant is liable to the Consultant 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 Consultant.

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

WSP USA INC.

By: \_\_\_\_\_  
Kyla Cox Deckard, President

\_\_\_\_\_  
Kelli McNamara, Area Manager

By: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President

By: \_\_\_\_\_  
Dana Palazzo, Secretary

By: \_\_\_\_\_  
Philippa M. Guthrie, Corporation Counsel

**EXHIBIT A**  
SCOPE OF ENGINEERING SERVICES

Scope of Services shall include:

Completion of all engineering tasks for multiple Phase 1 neighborhood greenway projects for one (1) or more of the following anticipated neighborhood greenways projects, as directed by the Board and as contained in a Task Order:

- (1) Weatherstone Lane (Hawthorne to Hillside);
- (2) Hawthorne (Weatherstone to 3<sup>rd</sup>);
- (3) Sheridan/Southdowns (Woodlawn to Jordan);
- (4) Southdowns./Ruby/Nancy (Jordan to High); and
- (5) Covenanter (High to College Mall

EXHIBIT B  
COMPENSATION

The total not to exceed cost for this Agreement shall be Four Hundred Thousand Dollars \$400,000.00.

The not to exceed cost for each Task Order shall be determined prior to any work beginning for the project.

The cumulative total of the cost for each and every Task Order for the project(s) completed shall not exceed the not to exceed cost for the entire Agreement provided above.

EXHIBIT C  
ESTIMATED PROJECT SCHEDULE

All work by Consultant shall be completed by December 31, 2023.

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>
Area Manager / Principal in Charge	Kelli McNamara
Project Manager / Road Design Lead	Eric Arthur
Deputy Project Manager / Traffic Design & Safety Lead	Lauren Arthur
Planning Lead	Dan Silverman
Community Engagement	Kelly Scott
R/W Acquisition Services	Patrick McCallister
Survey Lead	Dan Kovert
Utility Coordination	Sandra Jones
Green Infrastructure Lead	Cory Schulz





EXHIBIT F  
NON-COLLUSION AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) 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\_\_\_\_\_.

WSP USA INC.

By: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Notary Public Printed Name

My Commission Expires: \_\_\_\_\_ Commission #: \_\_\_\_\_

County of Residence: \_\_\_\_\_



# Board of Public Works Staff Report

**Project/Event:** Award Construction Contract for the Bus Stop Improvements Project

**Petitioner/Representative:** Planning and Transportation Department

**Staff Representative:** Roy Aten

**Date:** December 22nd, 2020

**Report:** This project will make access improvements to over 25 bus stops throughout the City. Some improvements will include better sidewalk access and loading zones, benches, and shelters. The project is a part of the City's "Recover Forward" initiative. Bids were opened at a virtual meeting on December 18th, 2020, the City received two bids;

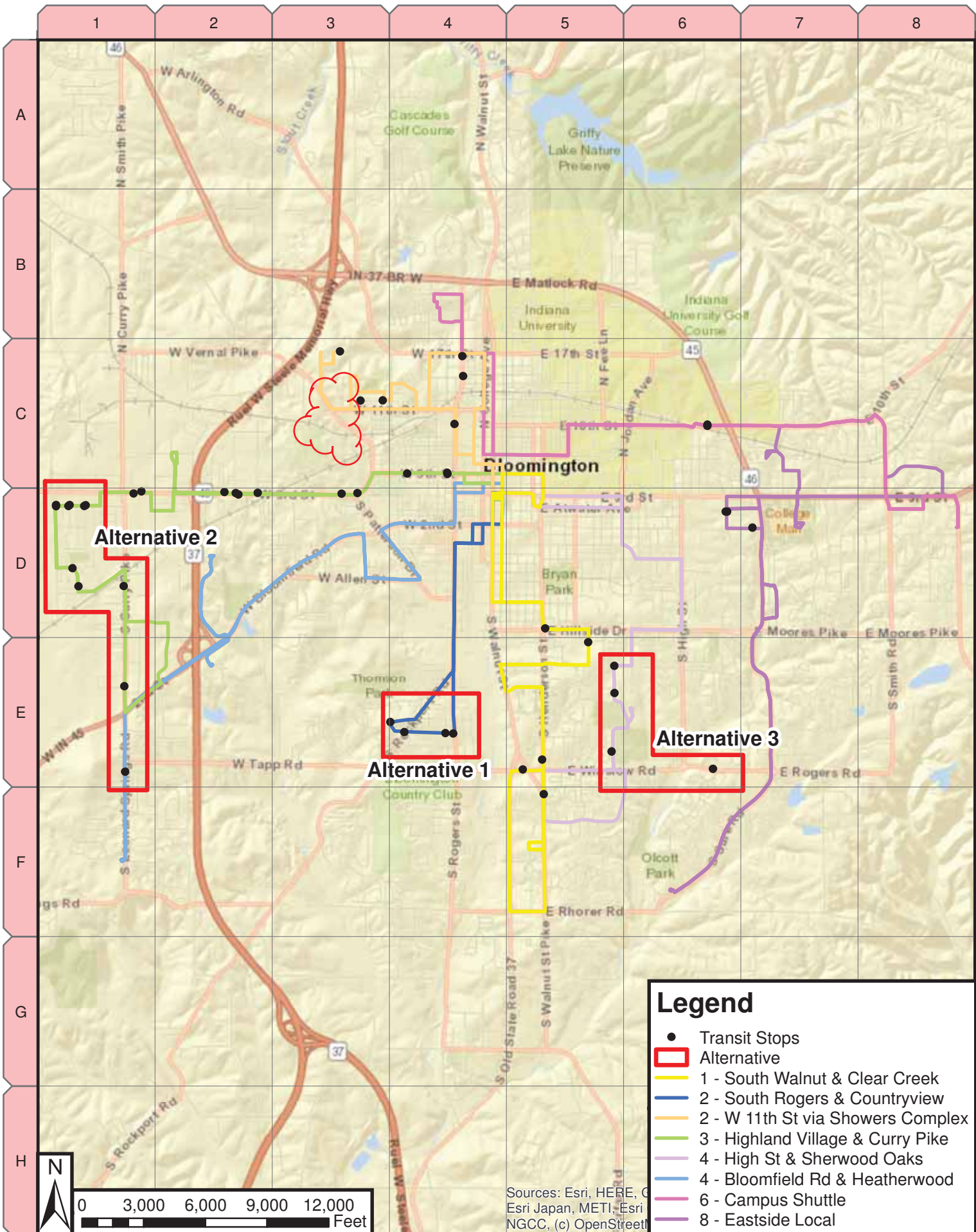
	Base Bid	Alternate #1	Alternate #2	Alternate #3
E & B Paving, INC	\$447,000.00	\$57,000.00	\$112,700.00	\$55,800.00
River Town Construction, LLC	\$319,660.00	\$36,309.00	\$82,299.00	\$47,403.00

with River Town Construction, LLC being the lowest responsive and responsible bidder. Construction is anticipated to begin in late winter or early spring 2021. Throughout construction some lane restrictions to traffic will be required.

**Recommendation and Supporting Justification:** Staff has reviewed the bids and agreement and we recommend the project to be awarded to River Town Construction, LLC with the following condition of approval.

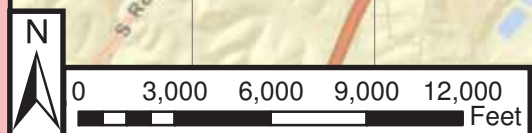
- (1) The notice to proceed shall be limited to the work specified by the Base Bid and Alternate #1. Additional work covered by Alternates #2 and #3 shall be contingent upon available funding and shall not proceed until written notice has been issued by the City.

**Recommend**  **Approval**  **Denial** by: *Roy Aten*



### Legend

- Transit Stops
- Alternative
- 1 - South Walnut & Clear Creek
- 2 - South Rogers & Countryview
- 2 - W 11th St via Showers Complex
- 3 - Highland Village & Curry Pike
- 4 - High St & Sherwood Oaks
- 4 - Bloomfield Rd & Heatherwood
- 6 - Campus Shuttle
- 8 - Eastside Local



Sources: Esri, HERE, Esri Japan, METI, Esri NGCC, (c) OpenStreetMap



# ESCROW AGREEMENT

## Bus Stop Improvements Project

THIS ESCROW AGREEMENT is made and entered into this 22nd day of December, 2020, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and River Town Construction, 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 22nd day of December, 2020, 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 & Traffic Engineer

If to Escrow Agent:

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

If to Contractor:

Name: River Town Construction, LLC  
Address: PO Box 444  
City/State: Newburgh, IN 47629  
Attn: Keith Sanderson, Vice President

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 its 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: \_\_\_\_\_

~~Reviewed and Approved By:~~

\_\_\_\_\_  
Scott Robinson, Director  
Planning and Transportation Department

Escrow Agent  
First Financial Bank

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Jeffry Underwood, Controller  
City of Bloomington

\_\_\_\_\_  
Printed Name and Title

Dated: \_\_\_\_\_

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

CONTRACTOR

FOR

BUS STOP IMPROVEMENTS PROJECT

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

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for ***the construction and/or reconstruction of bus stops throughout the Bloomington Transit service area, such as reconstruction of sidewalks and loading zones, and installation of bus shelters and benches*** (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 as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within one hundred twenty (120) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

### **ARTICLE 3. COMPENSATION**

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

**3.02** Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4. RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its 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 or her 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 or her surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

**5.03 Successors and Assigns**

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

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

**5.04 Extent of Agreement: Integration**

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the 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 or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations,	and \$2,000,000 in the

General Aggregate Limit (other than Products/Completed Operations)	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. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08** **Non-Discrimination**

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

5.08.02 CONTRACTOR certifies for 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 Affirmative Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09 Workmanship and Quality of Materials**

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

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



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

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

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

**5.11 Amendments/Changes**

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

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

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

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

**5.12 Performance Bond and Payment Bond**

**5.12.01** For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with 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 and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	River Town Construction, LLC
Attn: Roy Aten	Attn: Keith Sanderson, Vice President
P.O. Box 100 Suite 130	PO Box 444

**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: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

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"**

#### **BUS STOP IMPROVEMENTS PROJECT**

This project shall include, but is not limited to, *the construction and/or reconstruction of bus stops throughout the Bloomington Transit service area, such as reconstruction of sidewalks and loading zones, and installation of bus shelters and benches.*

**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.					
				<b>Total</b>	<b>\$ _____</b>

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 \_\_\_\_\_)

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

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public

My Commission #: \_\_\_\_\_

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

My Commission #: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Notary Public





**ATTACHMENT 'E'**

Project Title : Bloomington Transit Bus Stop Improvements Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$6,500.00	\$6,500.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$15,500.00	\$15,500.00
003	202-52710	SIDEWALK CONCRETE, REMOVE	89	SYS	\$325.00	\$28,925.00
004	203-02000	EXCAVATION, COMMON	29	CYS	\$85.00	\$2,465.00
005	301-12234	COMPACTED AGGREGATE NO. 53	38	CYS	\$275.00	\$10,450.00
006	304-07490	ASPHALT PATCHING	67	SYS	\$160.00	\$10,720.00
007	604-06070	SIDEWALK, CONCRETE	194	SYS	\$210.00	\$40,740.00
008	604-08086	CURB RAMP, CONCRETE	25	SYS	\$435.00	\$10,875.00
009	604-12083	DETECTABLE WARNING SURFACES	9	SYS	\$485.00	\$4,365.00
010	605-02278	CURB, REMOVE	189	LFT	\$30.00	\$5,670.00
011	605-06120	CURB, CONCRETE	294	LFT	\$66.00	\$19,404.00
012	605-06125	CURB, CONCRETE, MODIFIED	175	LFT	\$96.00	\$16,800.00
013	605-06140	CURB AND GUTTER, CONCRETE	18	LFT	\$53.00	\$954.00
014	605-06215	CENTER CURB, D CONCRETE	32	LFT	\$179.00	\$5,728.00
015	618-03659	BUS SHELTER RESET	1	EACH	\$2,700.00	\$2,700.00
016	618-03812	BENCH	13	EACH	\$1,285.00	\$16,705.00
017	621-06570	TOPSOIL	22	CYS	\$150.00	\$3,300.00
018	621-09867	MULCHED SEEDING	138	SYS	\$18.00	\$2,484.00
019	702-90915	CONCRETE, CLASS, A	8	CYS	\$750.00	\$6,000.00
020	711-10133	BUS STOP SHELTER	4	EACH	\$11,500.00	\$46,000.00
021	801-06775	MAINTAINING TRAFFIC	1	LS	\$57,500.00	\$57,500.00
022	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	153	LFT	\$20.00	\$3,060.00
023	802-07058	SIGN, SHEET, ASSEMBLY RELOCATE	0	EACH	\$0.00	\$0.00
024	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN. THICKNESS	13	SFT	\$40.00	\$520.00
025	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN. THICKNESS	25	SFT	\$30.00	\$750.00
026	808-06716	LINE, REMOVE	165	LFT	\$3.00	\$495.00
027	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	14	EACH	\$75.00	\$1,050.00

<b>TOTAL BASE BID:</b>	<b>\$319,660.00</b>
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CONTINUED TO NEXT PAGE



Project Title : Kirkwood Avenue Maintenance Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
<b>ALTERNATE #1</b>						
A1-1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$1,500.00	\$1,500.00
A1-2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$4,500.00	\$4,500.00
A1-3	202-52710	SIDEWALK CONCRETE, REMOVE	6	SYS	\$625.00	\$3,750.00
A1-4	301-12234	COMPACTED AGGREGATE NO. 53	6	CYS	\$270.00	\$1,620.00
A1-5	304-07490	ASPHALT PATCHING	7	SYS	\$225.00	\$1,575.00
A1-6	604-06070	SIDEWALK, CONCRETE	38	SYS	\$175.00	\$6,650.00
A1-7	605-02278	CURB, REMOVE	4	LFT	\$40.00	\$160.00
A1-8	605-06120	CURB, CONCRETE	19	LFT	\$66.00	\$1,254.00
A1-9	605-06140	CURB AND GUTTER, CONCRETE	14	LFT	\$53.00	\$742.00
A1-10	618-03659	BUS SHELTER RESET	1	EACH	\$2,700.00	\$2,700.00
A1-11	618-03812	BENCH	2	EACH	\$1,285.00	\$2,570.00
A1-12	621-06570	TOPSOIL	2	CYS	\$200.00	\$400.00
A1-13	621-09867	MULCHED SEEDING	16	SYS	\$18.00	\$288.00
A1-14	702-90915	CONCRETE, CLASS, A	1	CYS	\$900.00	\$900.00
A1-15	801-06775	MAINTAINING TRAFFIC	1	LS	\$7,150.00	\$7,150.00
A1-16	802-07058	SIGN, SHEET, ASSEMBLY RELOCATE	2	EACH	\$275.00	\$550.00
<b>TOTAL ALTERNATE #1:</b>						\$36,309.00

<b>ALTERNATE #2</b>						
A2-1	105-06845	CONSTRUCTION ENGINEERING	1	LS	\$3,000.00	\$3,000.00
A2-2	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	\$13,500.00	\$13,500.00
A2-3	203-02000	EXCAVATION, COMMON	35	CYS	\$70.00	\$2,450.00
A2-4	301-12234	COMPACTED AGGREGATE NO. 53	13	CYS	\$270.00	\$3,510.00
A2-5	304-07490	ASPHALT PATCHING	14	SYS	\$225.00	\$3,150.00
A2-6	604-06070	SIDEWALK, CONCRETE	65	SYS	\$280.00	\$18,200.00
A2-7	604-08086	CURB RAMP, CONCRETE	7	SYS	\$280.00	\$1,960.00
A2-8	604-12083	DETECTABLE WARNING SURFACES	2	SYS	\$485.00	\$970.00
A2-9	605-02278	CURB, REMOVE	29	LFT	\$40.00	\$1,160.00
A2-10	605-06120	CURB, CONCRETE	79	LFT	\$66.00	\$5,214.00
A2-11	618-03812	BENCH	3	EACH	\$1,285.00	\$3,855.00
A2-12	621-06570	TOPSOIL	27	CYS	\$150.00	\$4,050.00
A2-13	621-09867	MULCHED SEEDING	160	SYS	\$18.00	\$2,880.00
A2-14	801-06775	MAINTAINING TRAFFIC	1	LS	\$18,000.00	\$18,000.00
A2-15	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	20	LFT	\$20.00	\$400.00
<b>TOTAL ALTERNATE #2:</b>						\$82,299.00

CONTINUED TO NEXT PAGE



Project Title : Kirkwood Avenue Maintenance Project

ALTERNATE #3						
A3-1	105-06845	CONSTRUCTION ENGINEERING	1 LS	\$3,000.00		\$3,000.00
A3-2	110-01001	MOBILIZATION AND DEMOBILIZATION	1 LS	\$6,500.00		\$6,500.00
A3-3	301-12234	COMPACTED AGGREGATE NO. 53	5 CYS	\$270.00		\$1,350.00
A3-4	304-07490	ASPHALT PATCHING	11 SYS	\$225.00		\$2,475.00
A3-5	604-06070	SIDEWALK, CONCRETE	23 SYS	\$350.00		\$8,050.00
A3-6	605-02278	CURB, REMOVE	6 LFT	\$40.00		\$240.00
A3-7	605-06120	CURB, CONCRETE	45 LFT	\$66.00		\$2,970.00
A3-8	605-06140	CURB AND GUTTER, CONCRETE	18 LFT	\$53.00		\$954.00
A3-9	621-06570	TOPSOIL	5 CYS	\$200.00		\$1,000.00
A3-10	621-09867	MULCHED SEEDING	48 SYS	\$18.00		\$864.00
A3-11	711-10133	BUS STOP SHELTER	1 EACH	\$11,500.00		\$11,500.00
A3-12	801-06775	MAINTAINING TRAFFIC	1 LS	\$8,500.00		\$8,500.00
<b>TOTAL ALTERNATE #3:</b>						<b>\$47,403.00</b>



## Board of Public Works Staff Report

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**Project/Event:** Request to closure Jordan Avenue north and south of E 7<sup>th</sup> St.

**Staff Representative:** Paul Kehrberg

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

**Date:** December 22, 2020

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**Report:** Reed and Sons Construction, Inc. is requesting a full street closure of N Jordan Ave from E Jones Ave to E 10<sup>th</sup> St. Their work will also require the closure of the sidewalk along the east side of N Jordan Ave. Reed and Sons Construction, Inc. has been awarded a contract with Indiana University to replace a sanitary sewer. The work will take place just north and south of E 7<sup>th</sup> St. The street and sidewalk will be closed from January 4<sup>th</sup>, 2021 to February 19<sup>th</sup>, 2021. All of the work has been coordinated with Indiana University, and classes will be off campus for the majority of the project.

We have reviewed their maintenance of traffic plans. Reed and Sons is working with Indiana University, who owns all of the surrounding property. They have also coordinated with IU Transit and emergency services.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to who for the temporary traffic control on location.

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

*Paul Kehrberg*

December 11, 2020

*Via Electronic Delivery*

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

Re: Jordan Ave. requested lane restrictions

Dear Board Members:

Reed & Sons Construction, Inc. ("Reed & Sons") is planning a sanitary replacement project for IU on Jordan Ave. from Jordan River to 10<sup>th</sup> Street

In order to facilitate this project, Reed & Sons is respectfully requesting the temporary closure of Jordan Ave between Jordan River and 10<sup>th</sup> as well as the closure of the sidewalk along Jordan Ave leaving 7<sup>th</sup> Street and 10<sup>th</sup> Street traffic open, in accordance with the attached Management of Traffic Plan. Reed & Sons is requesting these closures from January 4, 2021 through February 19, 2021.

Reed & Sons will coordinate with the Indiana University, City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, Reed & Sons respectfully requests that the Board of Public Works approves the restrictions closure referenced above from January 4, 2021 through February 19, 2021.

Kind regards,



Matthew Rollins  
Project Manager  
Reed & sons Construction, Inc.

# CONSTRUCTION DOCUMENTS

ENGINEER'S PROJECT NO. 10421  
DATE: 10-09-2020

## SHEET INDEX

- C100 TITLE SHEET
- C101 EXISTING SITE CONDITION PLAN
- C201 MAINTENANCE OF TRAFFIC PLAN JORDAN AVENUE 7TH TO 10TH CLOSURE
- C202 MAINTENANCE OF TRAFFIC PLAN JORDAN AVENUE SOUTH OF 7TH STREET
- C301 SITE PREPARATION DEMOLITION AND RESTORATION PLAN
- C401 SITE UTILITY PLAN AND PROFILE STA 100+00 - 106+25
- C402 SITE UTILITY PLAN AND PROFILE STA 106+25 - 111+50
- C501 DETAILS
- C502 SANITARY STRUCTURE DATA TABLE AND DETAILS

# 20200186 - BLO00A SANITARY REPLACEMENT (JORDAN AVE/TENTH ST)

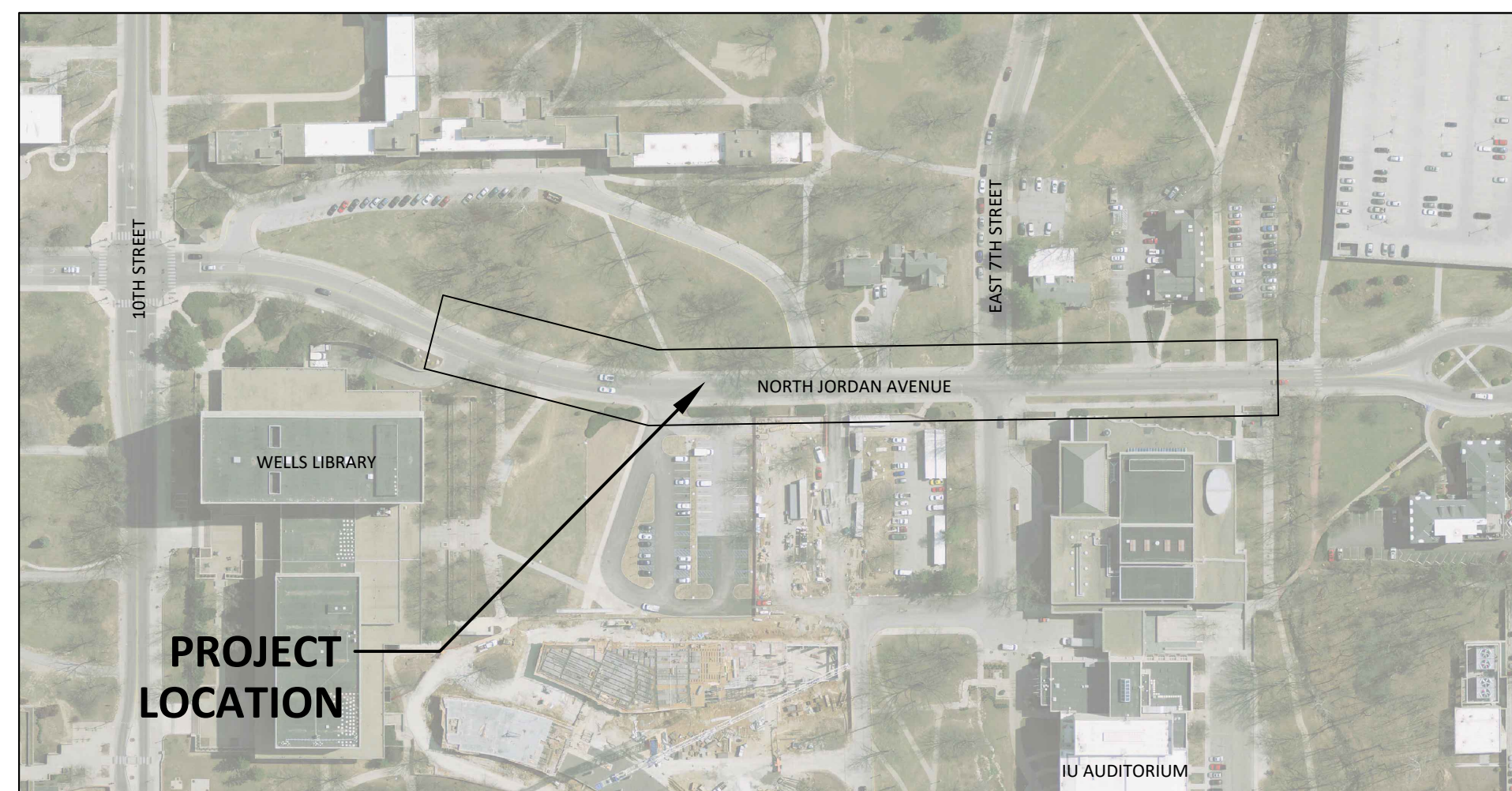
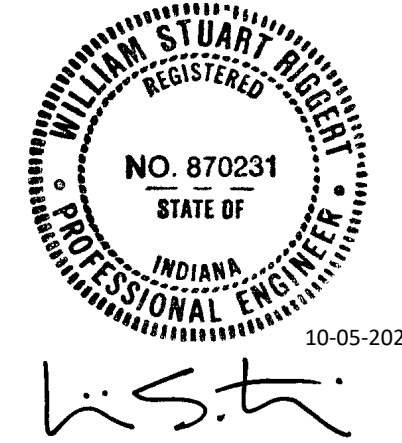
## OWNER'S ADDRESS:

2901 EAST DISCOVERY PARKWAY  
BLOOMINGTON, IN 47408

## PROJECT ADDRESS:

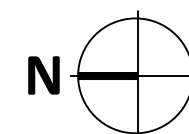
NORTH JORDAN AVENUE AND EAST 10TH STREET  
BLOOMINGTON, IN 47405

## STAMPS & APPROVALS:



**PROJECT LOCATION MAP**

NTS

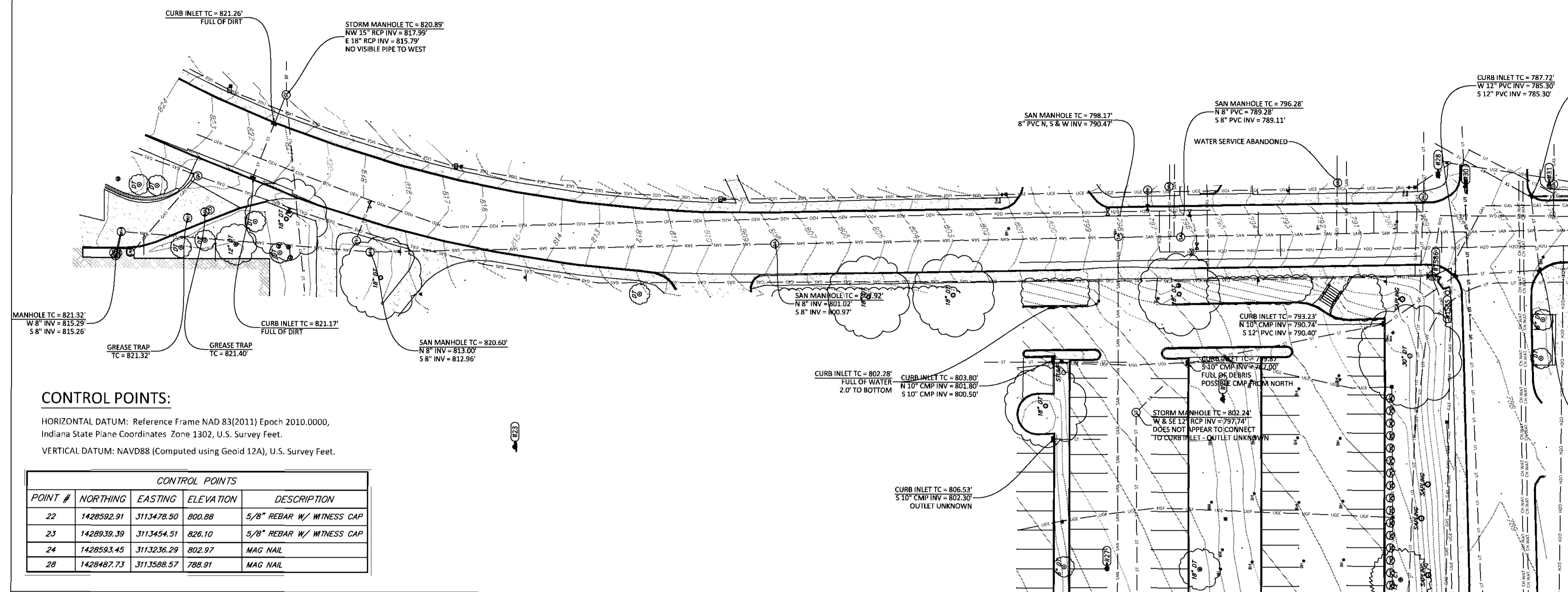


Bledsoe Riggert Cooper James  
**BRCJ**  
LAND SURVEYING • CIVIL ENGINEERING • GIS  
1351 West Tapp Road Bloomington, Indiana 47403  
Phone: 812-336-8277 [www.brcjcivil.com](http://www.brcjcivil.com)

**NOTES:**

- FIELD WORK PERFORMED OCTOBER, 2019.
- CONTOUR INTERVAL = 1'. ELEVATIONS SHOWN HEREON ARE BASED UPON IJ NETWORK CONTROL MONUMENTS 2015. ELEVATIONS ARE TO NAVD88.
- UTILITIES SHOWN HEREON ARE PER OBSERVED ABOVE GROUND EVIDENCE AND FROM UTILITY MARKINGS PLACED ON THE GROUND BY INDIANA 811 MEMBER UTILITIES (SEE TICKETS BELOW). MEMBER UTILITIES DO NOT LOCATE PRIVATE LINES OR FACILITIES. MEMBER UTILITIES DO NOT LOCATE SERVICE LINES NOR ALL UTILITIES WHEN A SURVEY IS THE PURPOSE OF THE TICKET. OVERHEAD UTILITIES ARE IDENTIFIED AS OVERHEAD WITHOUT SPECIAL INVESTIGATION AS TO THE TYPE OR NATURE. STORM AND SANITARY INVERT ELEVATIONS, PIPE SIZES, AND MATERIALS ARE ALL APPROXIMATE BASED ON LIMITED INFORMATION AVAILABLE FROM THE SURFACE. NO STRUCTURES WERE ENTERED TO ACCURATELY MEASURE PIPE SIZES OR TO VERIFY PIPE TYPE AND MATERIAL. STRUCTURE GRATES AND COVERS SHOWN SHOULD NOT BE ASSUMED TO BE THE CENTER OF THE BELOW GROUND STRUCTURE. ALL UTILITIES INCLUDING LOCATIONS AND SIZES NEED TO BE VERIFIED PRIOR TO CONSTRUCTION EFFORTS.
- THE FOLLOWING ARE THE INDIANA 811 TICKET NUMBERS FOR THIS PROJECT: 1910080833, 1910080856, 1910080892, 1910080930
- THE FOLLOWING ARE THE MEMBER UTILITIES NOTIFIED BY INDIANA 811 AND THEIR CONTACT INFORMATION:  

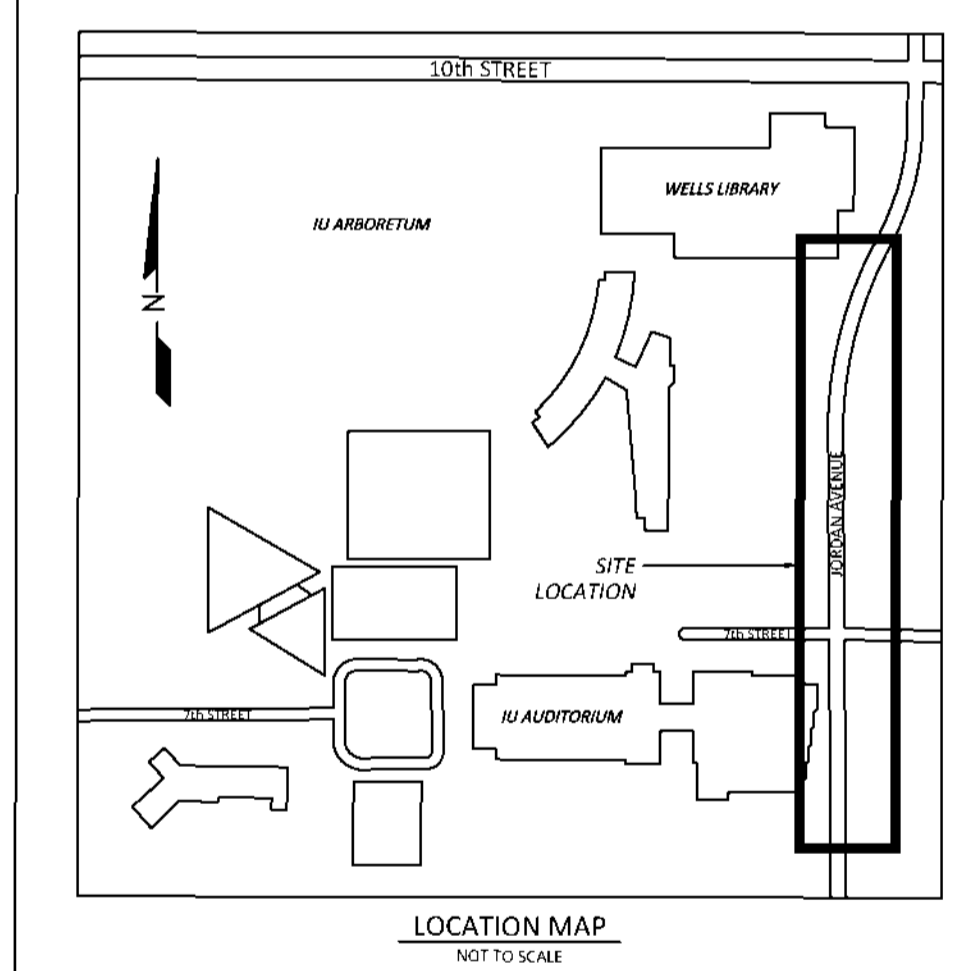
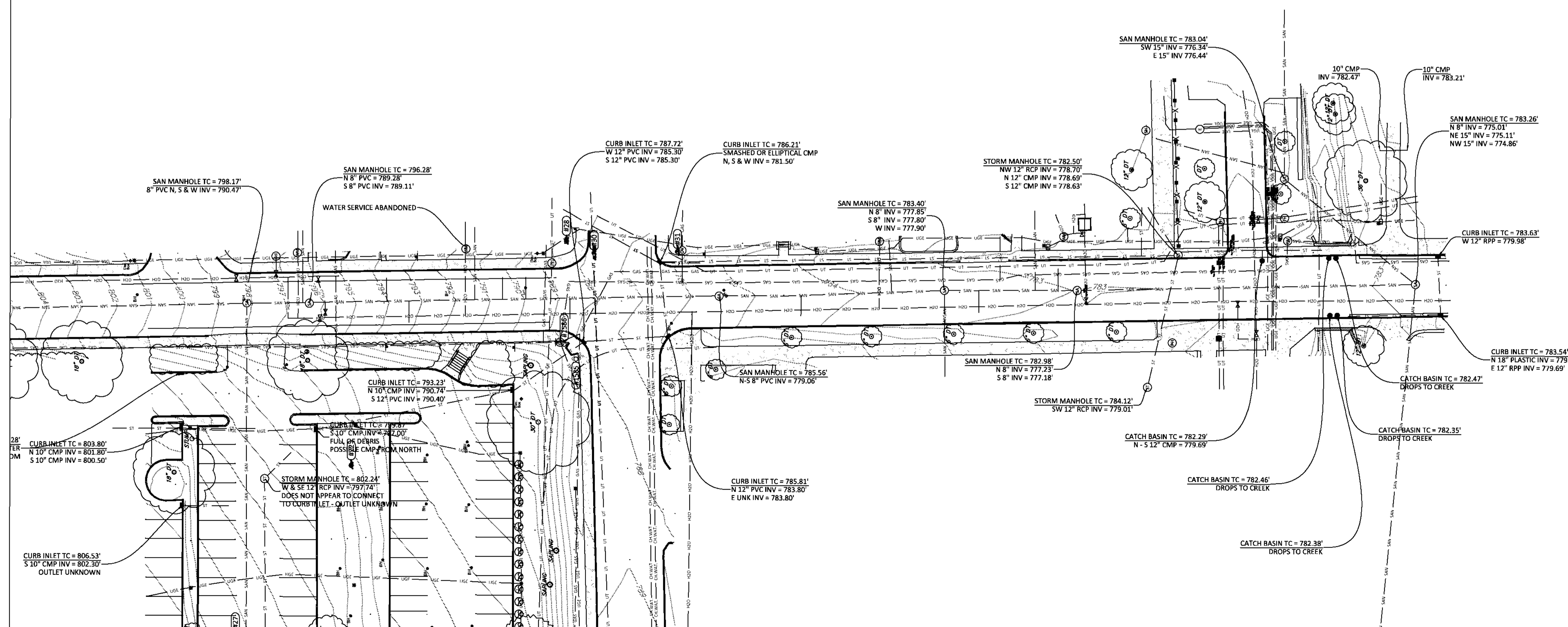
AT&T - DISTRIBUTION	Communications
BLOOMINGTON UTILITIES, CITY OF	Water, Sewer
COMCAST CABLE (SOUTH)	Cable TV
DUKE ENERGY	Electric
INDIANA UNIVERSITY (BLOOMINGTON)	Fiber Optic
VECTREN (BLOOMINGTON)	Gas
- The utilities shown on this survey represent Quality Level B standard of care. The American Society of Civil Engineers (ASCE) has developed an important standard of care guideline, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, C/ASCE 38-02. This standard guideline describes four quality levels of utility depiction:  
 Quality Level D - Information derived from existing records or oral recollections.  
 Quality Level C - Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level D.  
 Quality Level B - Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities.  
 Quality Level A - Precise horizontal and vertical location of utilities obtained by the actual exposure and subsequent measurement of subsurface utilities, usually at a specific point.  
 To order a copy of ASCE Standard 38-02, please go to the ASCE Bookstore: <http://www.pubs.asce.org/> or call 1-800-548-2723.
- THIS DRAWING IS NOT INTENDED TO BE REPRESENTED AS A RETRACEMENT OR ORIGINAL BOUNDARY SURVEY, A ROUTE SURVEY, OR A SURVEYOR LOCATION REPORT.



**CONTROL POINTS:**

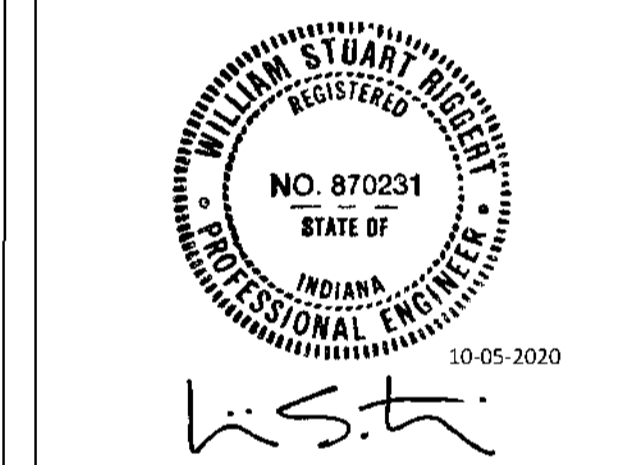
HORIZONTAL DATUM: Reference Frame NAD 83(2011) Epoch 2010.0000, Indiana State Plane Coordinates Zone 1302, U.S. Survey Feet.  
 VERTICAL DATUM: NAVD88 (Computed using Geoid 12A), U.S. Survey Feet.

CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
22	1428592.91	3113478.50	800.88	5/8" REBAR W/ WITNESS CAP
23	1428939.39	3113454.51	826.10	5/8" REBAR W/ WITNESS CAP
24	1428593.45	3113236.29	802.97	MAG NAIL
28	1428487.73	3113588.57	788.91	MAG NAIL

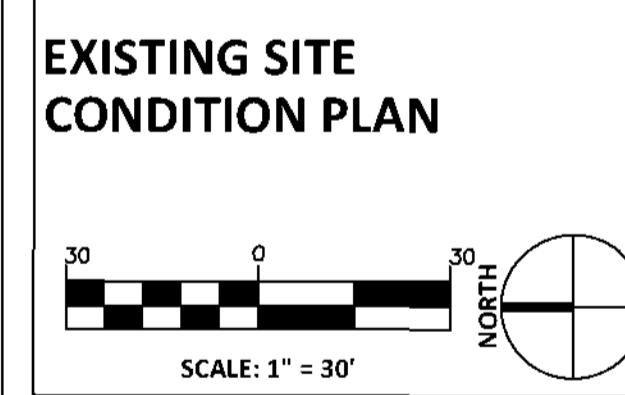


**LEGEND**

- |   |   |   |
|---|---|---|
| <ul style="list-style-type: none"> <li>▲ YARD LIGHT</li> <li>⊙ LIGHT POLE</li> <li>⊙ SIGNAL POLE</li> <li>⊙ UTILITY POLE</li> <li>⊙ GUY WIRE</li> <li>⊙ CATCH BASIN</li> <li>⊙ CURB INLET</li> <li>⊙ ELECTRIC MH</li> <li>⊙ MANHOLE</li> <li>⊙ PHONE MH</li> <li>⊙ SANITARY MH</li> <li>⊙ SIGNAL MH</li> <li>⊙ STEAM MH</li> <li>⊙ STORM MH</li> <li>⊙ WATER MH</li> <li>⊙ ELEC. METER</li> <li>⊙ CLEANOUT</li> <li>⊙ GAS METER</li> <li>⊙ WATER VALVE</li> <li>⊙ SPR. HOCKUP</li> <li>⊙ SPRINKLER</li> </ul> | <ul style="list-style-type: none"> <li>— FENCE</li> <li>— GUARDRAIL</li> <li>— OVERHEAD WIRES</li> <li>— UNDER ELEC.</li> <li>— GAS LINE</li> <li>— SAN SEWER LINE</li> <li>— ST - STORM SEWER LINE</li> <li>— UNDER TELEPHONE</li> <li>— EXISTING WATER LINE</li> <li>— CHILLED WATER LINE</li> <li>— SIGN</li> <li>— R.O.W. MON.</li> <li>— MONITORING WELL</li> <li>— BOLLARD</li> <li>— BORE HOLE</li> <li>— DOWNSPOUT</li> <li>— GATE POST</li> <li>— PARKING METER</li> <li>— SPRIGOT</li> <li>— T-POST</li> <li>— WOOD POST</li> <li>— ELEC. VAULT</li> <li>— PHONE VAULT</li> <li>— STEAM VAULT</li> <li>— AC UNIT</li> <li>— PHONE BOOTH</li> <li>— BIRD FEEDER</li> <li>— MAILBOX</li> <li>— PROP. TANK</li> <li>— PARKING BLOCK</li> </ul> | <ul style="list-style-type: none"> <li>⊙ FD AXEL</li> <li>⊙ FD BRASS DISK</li> <li>⊙ FD COT GIN SPOLE</li> <li>⊙ FD CHISELED X</li> <li>⊙ SET CHISELED X</li> <li>⊙ SET DRILL HOLE</li> <li>⊙ FD HARRISON MON.</li> <li>⊙ SET HARRISON MON.</li> <li>⊙ SET HUR/TACK</li> <li>⊙ FD REBAR</li> <li>⊙ SET REBAR</li> <li>⊙ FD MAG NAIL</li> <li>⊙ SET MAG NAIL</li> <li>⊙ FD NAIL</li> <li>⊙ SET NAIL</li> <li>⊙ FD PIPE</li> <li>⊙ FD RR SPIKE</li> <li>⊙ SET RR SPIKE</li> <li>⊙ FD STONE</li> <li>⊙ RECORDED B&amp;D</li> <li>⊙ (M) MEASURED B&amp;D</li> <li>⊙ (C) CALCULATED B&amp;D</li> <li>⊙ (PROP) PROPORTIONAL DIST.</li> <li>⊙ A.G. ABOVE GROUND</li> <li>⊙ B.G. BELOW GROUND</li> <li>⊙ CONF. TREE</li> <li>⊙ DECID. TREE</li> <li>⊙ SHRUB</li> <li>⊙ PHONE RISER-BOX</li> <li>⊙ TV RISER-BOX</li> <li>⊙ ELEC. RISER-BOX</li> <li>⊙ GAS RISER-BOX</li> </ul> |
|---|---|---|



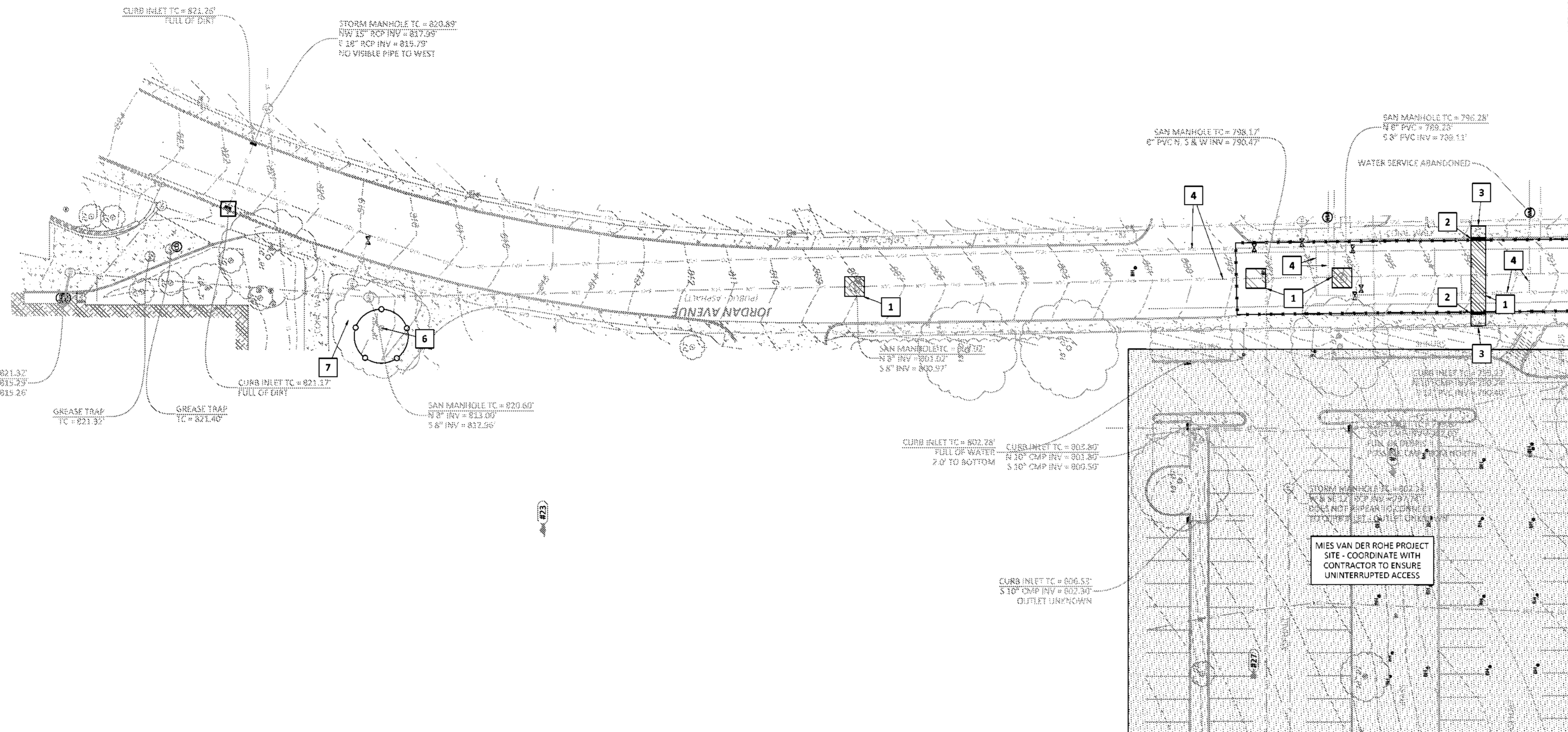
**20200186 - BL000A**  
**Sanitary Replacement**  
**(Jordan Ave/Tenth St)**  
 N. Jordan Ave. and E. 10th St.  
 Bloomington, IN 47405  
 BRCJ Project No: 10421



Date: 10-09-2020 Issue: CONSTRUCTION DOCUMENTS

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

Drawn By: BDB  
 Designed By: AEK  
 Checked By: WSR



### GENERAL NOTES

- A. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO START OF WORK.
- B. THE LOCATION OF UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE EXACT UTILITY LOCATIONS WITH THE LOCAL UTILITY COMPANIES PRIOR TO COMMENCING ANY WORK. CONTACT THE INDIANA UNDERGROUND PLANT PROTECTION SERVICES, INC. AT 1-800-382-5544, AND IU UTILITIES DON GOODWIN - (812) 855-3740.
- C. CONTRACTOR SHALL IMPLEMENT THE CONSTRUCTION OF STORMWATER POLLUTION PREVENTION MEASURES NECESSARY PRIOR TO START OF WORK TO ENSURE SEDIMENT DOES NOT LEAVE THE SITE.
- D. THIS PLAN SHOWS THE OVERALL AREAS OF DEMOLITION TO ALLOW CONSTRUCTION OF IMPROVEMENTS. THE EXACT AREAS OF DEMOLITION SHALL BE ESTABLISHED AND RESTORED BY THE CONTRACTOR. CONTRACTOR SHALL REMOVE ALL DEMOLISHED MATERIAL FROM THE SITE UNLESS NOTED OTHERWISE.
- E. REMOVE EXISTING STRUCTURES, ASPHALT, CONCRETE, GRAVEL, SOIL, LANDSCAPING AND OTHER MATERIALS AS REQUIRED TO CONSTRUCT DESIGNED IMPROVEMENTS UNLESS NOTED OTHERWISE.
- F. CONTRACTOR SHALL SAW CUT ALONG PAVEMENTS AND OTHER ADJOINING SURFACES TO REMAIN. SIDEWALKS AND CURBS SHALL BE REMOVED TO THE NEXT CLOSEST JOINT BEYOND.
- G. AREAS DISTURBED DURING DEMOLITION, CONSTRUCTION, AND GRADING ACTIVITIES SHALL BE RESTORED TO PRE-EXISTING CONDITIONS OR BETTER, UNLESS NOTED OTHERWISE.
- H. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DEMOLITION WORK NECESSARY IN ORDER TO COMPLETE THE PROJECT AS DESIGNED.
- I. CONTRACTOR TO PROTECT ALL EXISTING VEGETATION NOT SCHEDULED FOR REMOVAL.
- J. ANY REQUIRED DRIVEWAY/ACCESS CLOSURES SHALL BE SCHEDULED WITH THE OWNER A MINIMUM OF 7 DAYS IN ADVANCE.
- K. CONTRACTOR SHALL PROVIDE ADVANCE WARNING SIGNAGE, BARRICADES AND FLAGGERS AS REQUIRED WHEN WORKING ALONG, NEAR, OR WITHIN PUBLIC STREETS. ALL TRAFFIC CONTROLLING AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. REFER TO MAINTENANCE OF TRAFFIC PLANS C201 - C202.
- L. ALL DISTURBED AREAS SHALL RECEIVE 6" OF TOP SOIL, SEED AND MULCH OR BE IMPROVED AS NOTED OTHERWISE.
- M. SIGNAGE AND PAVEMENT MARKINGS SHALL COMPLY WITH THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. ALL PAVEMENT MARKINGS SHALL BE RESTORED TO MATCH PRE-PROJECT CONDITIONS.
- N. ALL STREET CUTS FOR UTILITIES AND OTHER IMPROVEMENTS SHALL BE REPAIRED TO MATCH EXISTING PAVEMENT SECTION OR BETTER.

### PLAN NOTES

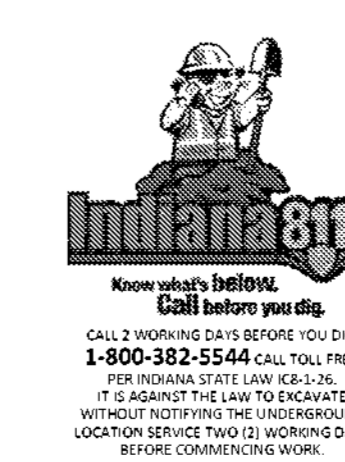
1. SAWCUT AND REMOVE EXISTING ASPHALT PAVING. RESTORE WITH ASPHALT PAVEMENT PATCH - REFER TO DETAIL 2/C501.
2. REMOVE EXISTING CONCRETE CURB, RESTORE WITH STANDING CONCRETE CURB - REFER TO DETAIL 3/C501.
3. REMOVE EXISTING SIDEWALK TO NEAREST JOINT. RESTORE WITH CONCRETE SIDEWALK PER DETAIL 6/C501.
4. PROTECT IN PLACE EXISTING UTILITIES.
5. TEMPORARY SITE FENCING, 6' HEIGHT WITH RED PRIVACY SCREEN FABRIC. REFER TO SPECIFICATIONS: INDIANA UNIVERSITY PROJECT SITE REQUIREMENTS.
6. EXISTING TREE TO REMAIN. ALL EXCAVATION WITHIN TREE PROTECTION ZONE SHALL CONFORM TO SPECIFICATION SECTION 01 56 39 - TEMPORARY TREE AND PLANT PROTECTION. NOTIFY OWNER AT LEAST 7 DAYS IN ADVANCE OF ANY REQUIRED PRUNING OR EXCAVATION WITHIN PROTECTION ZONE. IF TREE RESTORATION OR REPLACEMENT IS REQUIRED AS A RESULT OF CONSTRUCTION WORK, ALLOWANCE MAY BE APPLIED AT OWNER'S DISCRETION. REFER TO PROJECT SPECIFICATIONS.
7. REMOVE EXISTING BARK MULCH. RESTORE MULCH IN ENTIRE BED UPON COMPLETION OF CONSTRUCTION.
8. EXISTING FIRE HYDRANT TO REMAIN.

### LEGEND

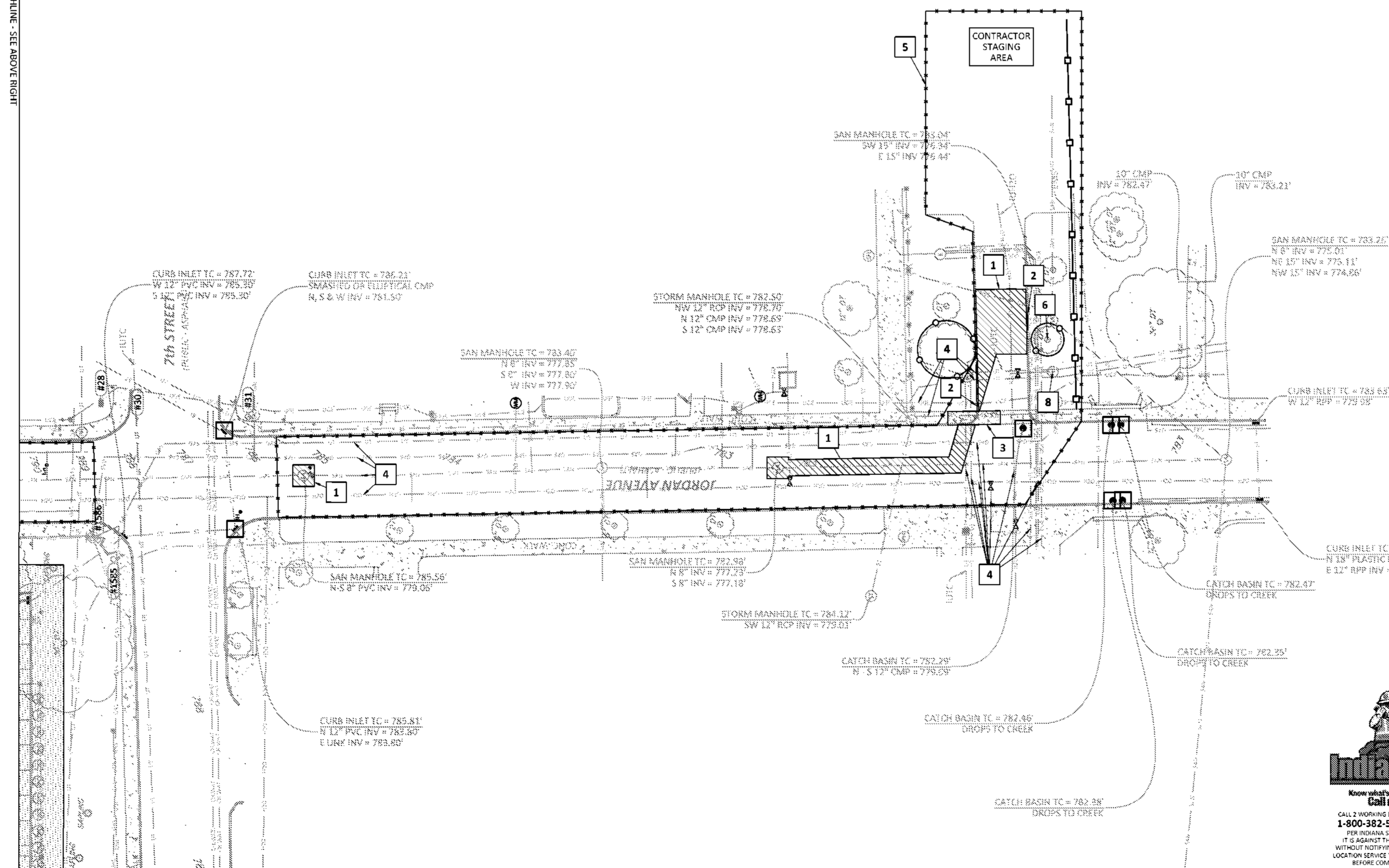
- LIMITS OF CONCRETE PAVEMENT REMOVAL AND REPLACEMENT
- LIMITS OF ASPHALT PAVEMENT REMOVAL AND REPLACEMENT
- SITE PROTECTION FENCING
- INLET PROTECTION - REFER TO DETAIL 4/C501
- FILTER SOCK - REFER TO DETAIL 4/C501
- TREE PROTECTION FENCING - REFER TO SPECIFICATION 01 56 39 - TEMPORARY TREE AND PLANT PROTECTION

### UTILITY CONTACTS

- |   |  |
|---|--|
| AT&T<br>Russ Owen - (812) 334-4629  | IU UTILITIES<br>Don Goodwin - (812) 855-3740<br>Phil Nichols - (812) 855-3552<br>Scott Osborn - (812) 856-2789 |
| DUKE ENERGY<br>Rob Sanders - (812) 337-3046   | UITS Telecom<br>Tom Wedemeyer - (812) 855-8285   |
| CITY OF BLOOMINGTON UTILITIES (CBU)<br>Nancy Axson - (812) 349-3693<br>Troy Powell - (812) 349-3632 | INSIGHT COMMUNICATIONS<br>Steve McArthur - (812) 366-3090  |



MATCHLINE - SEE ABOVE RIGHT



**Bledsoe Riggert Cooper James**  
**BRCJ**  
 LAND SURVEYING • CIVIL ENGINEERING • GIS  
 1351 West Tapp Road Bloomington, Indiana 47403  
 Phone: 812-336-8277 www.brcjcivil.com



**20200186 - BL000A**  
**Sanitary Replacement**  
**(Jordan Ave/Tenth St)**  
 N. Jordan Ave. and E. 10th St.  
 Bloomington, IN 47405  
 BRCJ Project No: 10421

**SITE PREPARATION**  
**DEMOLITION AND**  
**RESTORATION PLAN**

SCALE: 1" = 30'

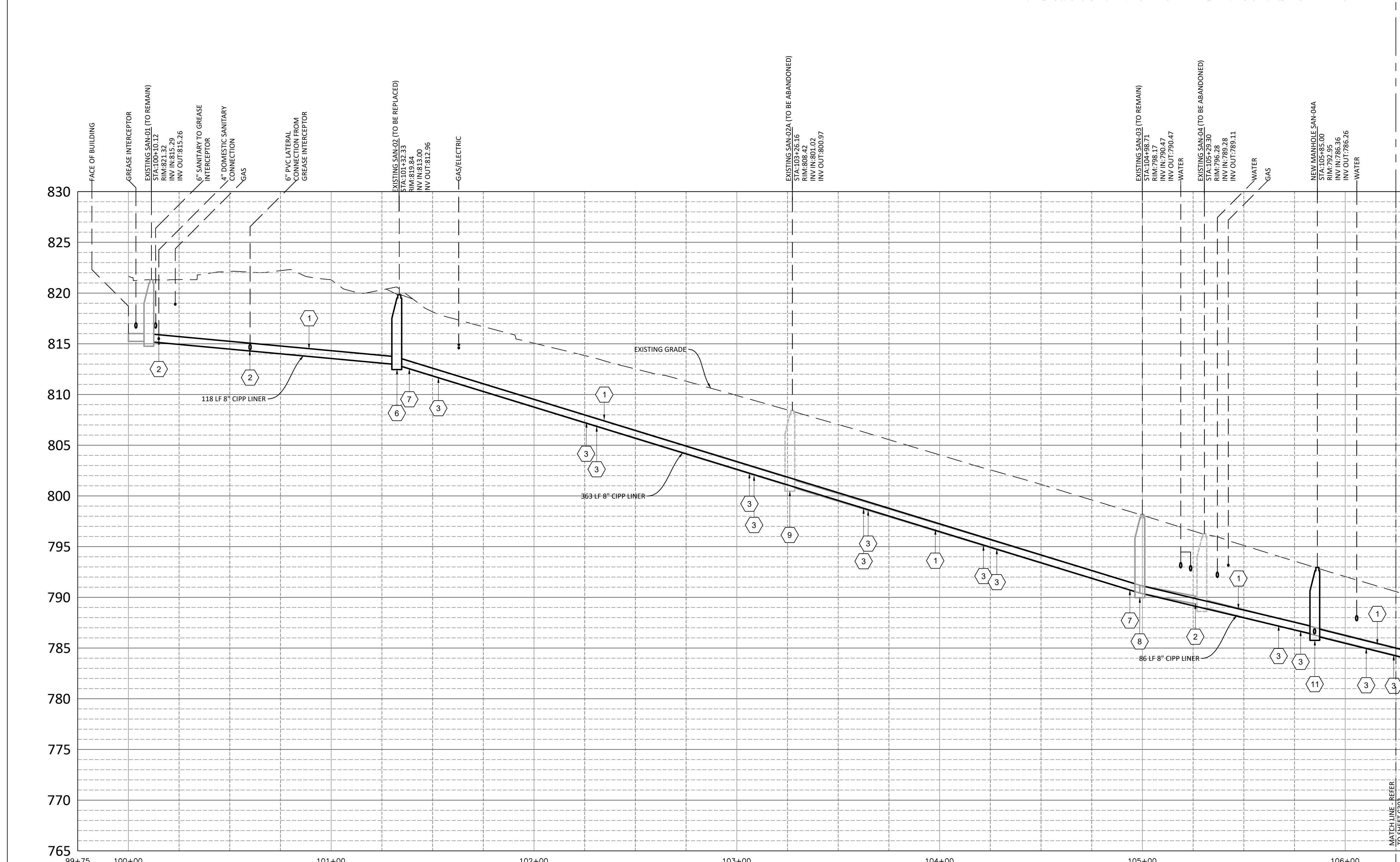
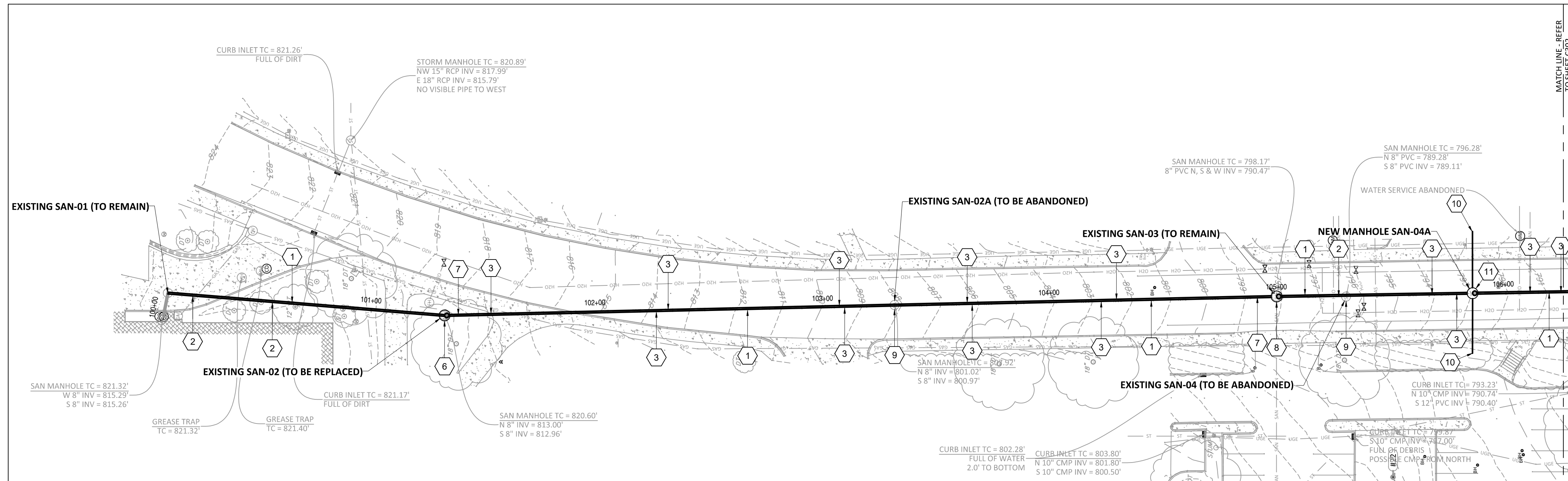
Date: 10-09-2020 Issue: CONSTRUCTION DOCUMENTS

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

Drawn By: BDB  
 Designed By: AEK  
 Checked By: WSR

**C301**





**GENERAL NOTES**

- A. CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING AS REQUIRED TO COMPLETELY INSTALL THE WORK INDICATED.
- B. CONTRACTOR SHALL COORDINATE EXACT UTILITY LOCATIONS WITH THE OWNER AND LOCAL UTILITY COMPANIES PRIOR TO COMMENCING ANY WORK. CONTACT THE INDIANA UNDERGROUND PLANT PROTECTION SERVICES, INC. AT 1-800-382-5544 AND IU UTILITIES DDN GOODWIN AT 812-855-3740 PRIOR TO ANY EXCAVATION ON THE SITE.
- C. ALL WORK ASSOCIATED WITH WATER AND SEWER SYSTEMS SHALL COMPLY WITH THE STANDARDS & REQUIREMENTS OF THE INDIANA DEPT. OF ENVIRONMENTAL MANAGEMENT (IDEM), THE GREAT LAKES-UPPER MISSISSIPPI BOARD OF STATE PUBLIC HEALTH AND ENVIRONMENTAL MANAGERS (GLUMRB), AND THE CITY OF BLOOMINGTON UTILITIES CONSTRUCTION SPECIFICATIONS.
- D. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.
- E. CONTRACTOR SHALL SET ALL EXISTING AND PROPOSED CASTINGS AND CLEANOUT COVERS TO FINAL FINISHED GRADE.
- F. A MINIMUM OF 18 INCHES VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SANITARY/STORM SEWER UNLESS OTHERWISE INDICATED, OR UNLESS WRITTEN PERMISSION IS GIVEN BY THE ENGINEER. SEWERS CROSSING WATER MAINS SHALL BE LAID TO MAINTAIN A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND OUTSIDE OF THE SEWER MAIN. THIS SHALL BE THE CASE WHETHER THE WATER MAIN IS ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE JOINTS IN THE SEWER MAIN WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE JOINTS IN THE WATER MAIN. THE CROSSING SHALL BE AT A MINIMUM ANGLE OF 45° MEASURED FROM THE CENTERLINE OF THE SEWER AND WATER MAINS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO MAINTAIN LINE AND GRADE.
- G. A MINIMUM OF 10 FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SANITARY/STORM SEWER UNLESS OTHERWISE INDICATED, OR UNLESS WRITTEN PERMISSION IS GIVEN BY THE ENGINEER.
- H. ALL SANITARY MANHOLES SHALL HAVE A MINIMUM SEPARATION OF 8' FROM WATER MAINS.
- I. PRE-CONSTRUCTION MEETING: EFFECTIVE MARCH 1, 2010, ALL PROJECTS WILL REQUIRE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES (CBU) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR AND/OR DEVELOPER MUST CONTACT THE UTILITIES TECHNICIAN AT (812)349-3676 TO SCHEDULE THE MEETING.
- J. UTILITIES INSPECTION: CONTRACTOR SHALL NOTIFY THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT ONE (1) WORKING DAY PRIOR TO CONSTRUCTION OF ANY WATER, STORM OR SANITARY SEWER UTILITY WORK. A CBU INSPECTOR MUST HAVE NOTICED SO WORK CAN BE INSPECTED, DOCUMENTED, AND A PROPER AS-BUILT MADE. WHEN A CONTRACTOR WORKS ON WEEKENDS, A CBU DESIGNATED HOLIDAY, OR BEYOND NORMAL CBU WORK HOURS, THE CONTRACTOR WILL PAY FOR THE INSPECTOR'S OVERTIME. FOR CBU WORK HOURS AND HOLIDAY INFORMATION, PLEASE CONTACT THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT AT (812)349-3660.

**PLAN NOTES**

1. CLEAN EXISTING 8" DIAMETER PRIVATE SANITARY SEWER MAIN AND INSTALL CONTINUOUS CURED-IN-PLACE PIPE LINER FROM MANHOLE TO MANHOLE. REINSTATE ACTIVE LATERAL CONNECTIONS AT LOCATIONS INDICATED.
2. ACTIVE SANITARY LATERAL REINSTATE CONNECTION TO MAIN, ENSURING UNOBSTRUCTED FLOW.
3. ABANDONED SANITARY LATERAL. PLUG WITH NON-SHRINK GROUT AND/OR SEAL OPENING WITH CIPP LINER.
4. NOT USED.
5. NOT USED.
6. CUT EXISTING 8" VCP SEWER ADJACENT TO MANHOLE AND REMOVE EXISTING SANITARY MANHOLE STRUCTURE - REPLACE WITH NEW PRECAST CONCRETE STRUCTURE. REFER TO DETAIL 2/C501. MATCH EXISTING INVERT ELEVATIONS EXCEPT WHERE NOTED. PROVIDE FLEXIBLE BOOT CONNECTIONS AND EXTEND NEW 8" ASTM D 3034 SDR 35 PVC TO CONNECT WITH EXISTING SEWER USING FERRO-C NON-SHEAR COUPLINGS. SET CASTING ELEVATION TO BLEND FINISHED GRADE WITH ADJACENT SIDEWALK. RESTORE MULCH BED.
7. CUT AND REMOVE DAMAGED SEWER PIPE. CONNECT TO EXISTING 8" VCP WITH FERRO-C NON-SHEAR COUPLING. EXTEND NEW 8" SDR 35 PVC SEWER PIPE APPROX 3 - 5 FEET TO ADJACENT MANHOLE. INSTALL CIPP LINER THROUGH REPAIRED CONNECTION.
8. EXISTING SANITARY MANHOLE TO REMAIN. REWORK TABLE AND TROUGH AS REQUIRED TO ACCEPT NEW PIPING CONNECTIONS WITH NEW FLEXIBLE BOOTS AS INDICATED.
9. ABANDON IN PLACE EXISTING MANHOLE. EXTEND CIPP LINER THROUGH EXISTING MANHOLE AND SACKFILL BARREL WITH REMOVABLE FLOWABLE FILL. REMOVE CASTING AND RESTORE SURFACE PER ASPHALT PAVEMENT PATCH DETAIL 2/C501.
10. 6" LATERAL FOR FUTURE CONNECTION. PROVIDE 6" ASTM D 3034 SDR 35 PVC WITH INSULATED 10 GAUGE COPPER LOCATE WIRE. EXTEND LATERAL AT 2% SLOPE FROM MANHOLE SAN-04A, AND CAP AT 2' PAST BACK OF WALK. SECURE END OF LOCATE WIRE TO PRESSURE TREATED 2X4 MARKING LOCATION OF CAP.
11. CUT EXISTING 8" CLAY SEWER MAIN. EXTEND NEW 8" SDR 35 PVC SEWER PIPE FROM NEW MANHOLE SAN-04A AND CONNECT TO EXISTING CLAY SEWER WITH NON-SHEAR COUPLINGS. RESTORE 8" SEWER MAIN WITH CIPP LINER EXTENDING NORTH AND SOUTH OF SAN-04A. APPLY EPOXY WATERPROOF COATING TO MANHOLE INTERIOR WALLS AND BENCH.

**UTILITY CONTACTS**

AT&T Russ Owen - (812) 334-4629	IU UTILITIES Don Goodwin - (812) 855-3740 Phil Nichols - (812) 855-3552 Scott Osborn - (812) 855-3551
DUKE ENERGY Rob Sanders - (812) 337-3046	UIITS Telecom Gary Staley - (812) 855-9030
CITY OF BLOOMINGTON UTILITIES (CBU) Nancy Akson - (812) 349-3689 Troy Powell - (812) 349-3632	VECTREN Matt Raines - (812) 330-4009
INSIGHT COMMUNICATIONS Steve McArthur - (812) 366-3090	



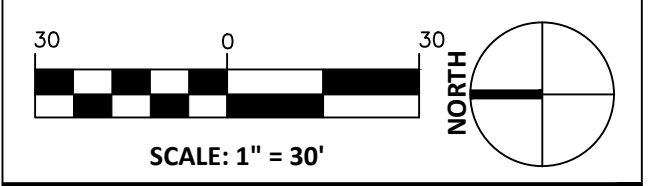
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1351 West Tapp Road Bloomington, Indiana 47403  
Phone: 812-336-8277 www.brcjcivil.com

WILLIAM STUART BLOOMINGTON REGISTERED PROFESSIONAL ENGINEER STATE OF INDIANA NO. 870231 10-05-2020  
*W.S.T.*

**20200186 - BL000A**  
**Sanitary Replacement**  
**(Jordan Ave/Tenth St)**

N. Jordan Ave. and E. 10th St.  
Bloomington, IN 47405  
BRCJ Project No: 10421

**SITE UTILITY PLAN AND PROFILE STA 100+00 - 106+25**

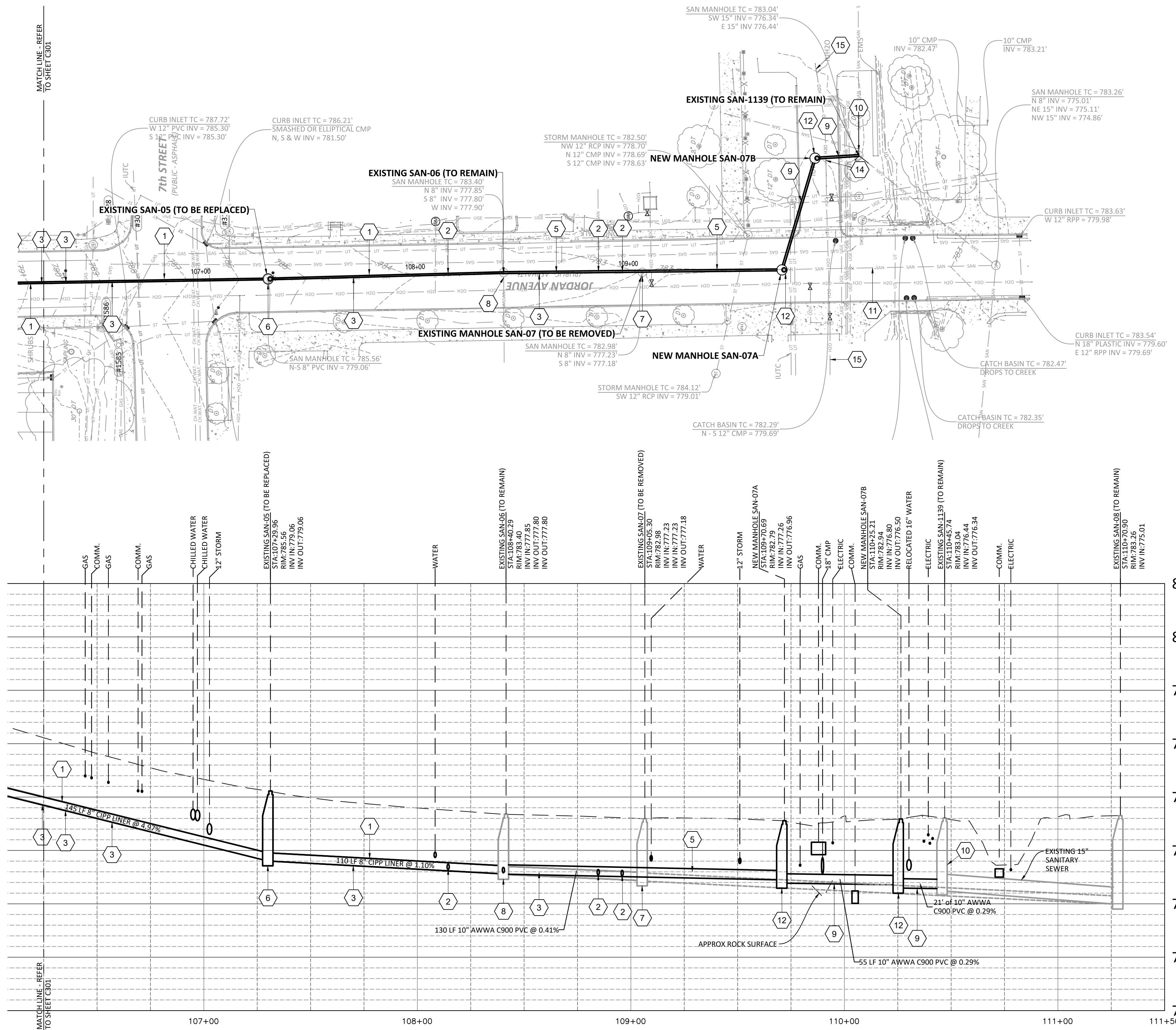


Date: 10-09-2020 Issue: CONSTRUCTION DOCUMENTS

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

Drawn By: BDB  
Designed By: AEK  
Checked By: WSR

**C401**



HORIZONTAL SCALE: 1" = 30'  
 VERTICAL SCALE: 1" = 6'



CALL 2 WORKING DAYS BEFORE YOU DIG  
**1-800-382-5544** CALL TOLL FREE  
 PER INDIANA STATE LAW IC8-1-2-6  
 IT IS AGAINST THE LAW TO EXCAVATE  
 WITHOUT NOTIFYING THE UNDERGROUND  
 LOCATION SERVICE TWO (2) WORKING DAYS  
 BEFORE COMMENCING WORK.

### GENERAL NOTES

- A. CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING AS REQUIRED TO COMPLETELY INSTALL THE WORK INDICATED.
- B. CONTRACTOR SHALL COORDINATE EXACT UTILITY LOCATIONS WITH THE OWNER AND LOCAL UTILITY COMPANIES PRIOR TO COMMENCING ANY WORK. CONTACT THE INDIANA UNDERGROUND PLANT PROTECTION SERVICES INC. AT 1-800-382-5544 AND IU UTILITIES DDN GOODWIN AT 812-855-3740 PRIOR TO ANY EXCAVATION ON THE SITE.
- C. ALL WORK ASSOCIATED WITH WATER AND SEWER SYSTEMS SHALL COMPLY WITH THE STANDARDS & REQUIREMENTS OF THE INDIANA DEPT. OF ENVIRONMENTAL MANAGEMENT (IDEM), THE GREAT LAKES-UPPER MISSISSIPPI BOARD OF STATE PUBLIC HEALTH AND ENVIRONMENTAL MANAGERS (GLUMRB), AND THE CITY OF BLOOMINGTON UTILITIES CONSTRUCTION SPECIFICATIONS.
- D. CONTRACTOR IS REQUIRED TO VERIFY FIELD CONDITIONS AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO BEGINNING WORK.
- E. CONTRACTOR SHALL SET ALL EXISTING AND PROPOSED CASTINGS AND CLEANOUT COVERS TO FINAL FINISHED GRADE.
- F. A MINIMUM OF 18 INCHES VERTICAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SANITARY/STORM SEWER UNLESS OTHERWISE INDICATED, OR UNLESS WRITTEN PERMISSION IS GIVEN BY THE ENGINEER. SEWERS CROSSING WATER MAINS SHALL BE LAID TO MAINTAIN A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE WATER MAIN AND OUTSIDE OF THE SEWER MAIN. THIS SHALL BE THE CASE WHETHER THE WATER MAIN IS ABOVE OR BELOW THE SEWER. THE CROSSING SHALL BE ARRANGED SO THAT THE JOINTS IN THE SEWER MAIN WILL BE EQUIDISTANT AND AS FAR AS POSSIBLE FROM THE JOINTS IN THE WATER MAIN. THE CROSSING MUST BE AT A MINIMUM ANGLE OF 45° MEASURED FROM THE CENTERLINE OF THE SEWER AND WATER MAINS. WHERE A WATER MAIN CROSSES UNDER A SEWER, ADEQUATE STRUCTURAL SUPPORT SHALL BE PROVIDED FOR THE SEWER TO MAINTAIN LINE AND GRADE.
- G. A MINIMUM OF 10 FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN WATER AND SANITARY/STORM SEWER UNLESS OTHERWISE INDICATED, OR UNLESS WRITTEN PERMISSION IS GIVEN BY THE ENGINEER.
- H. ALL SANITARY MANHOLES SHALL HAVE A MINIMUM SEPARATION OF 8' FROM WATER MAINS.
- I. PRE-CONSTRUCTION MEETING: EFFECTIVE MARCH 1, 2010, ALL PROJECTS WILL REQUIRE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES (CBU) PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR AND/OR DEVELOPER MUST CONTACT THE CONTRACTOR WILL PAY FOR THE INSPECTOR'S OVERTIME, FOR CBU WORK HOURS AND HOLIDAY INFORMATION, PLEASE CONTACT THE CITY OF BLOOMINGTON UTILITIES DEPARTMENT AT (812)349-3660.

### PLAN NOTES

1. CLEAN EXISTING 8" DIAMETER PRIVATE SANITARY SEWER MAIN - INSTALL CONTINUOUS CURBED-IN PLACE PIPE LINER FROM MANHOLE TO MANHOLE. REINSTATE ACTIVE LATERAL CONNECTIONS AT LOCATIONS INDICATED.
2. ACTIVE SANITARY LATERAL REINSTATE CONNECTION TO MAIN, ENSURING UNOBSTRUCTED FLOW.
3. ABANDONED SANITARY LATERAL - PLUG WITH NON-SHRINK GROUT AND/OR SEAL OPENING WITH CIPP LINER.
4. REMOVE EXISTING 8" CLAY PRIVATE SANITARY SEWER MAIN - REPLACE WITH 8" ASTM D 3034 SDR 35 PVC WITH INSULATED 10 GAUGE COPPER LOCATE WIRE. NEW PIPING TO BE INSTALLED IN EXISTING ALIGNMENT AND MATCHING EXISTING SLOPE EXCEPT WHERE INDICATED OTHERWISE.
5. REMOVE EXISTING 8" CLAY PRIVATE SANITARY SEWER MAIN - REPLACE WITH 10" AWWA C900 DR 18 PVC WITH INSULATED 10 GAUGE COPPER LOCATE WIRE. NEW PIPING TO BE INSTALLED IN EXISTING ALIGNMENT AND MATCHING EXISTING GRADE EXCEPT WHERE INDICATED OTHERWISE.
6. CUT EXISTING 8" VCP SEWER ADJACENT TO MANHOLE AND REMOVE EXISTING SANITARY MANHOLE STRUCTURE - REPLACE WITH NEW PRECAST CONCRETE STRUCTURE. REFER TO DETAIL 7/C501. MATCH EXISTING INVERT ELEVATIONS EXCEPT WHERE NOTED. PROVIDE FLEXIBLE BOOT CONNECTIONS AND EXTEND NEW 8" ASTM D 3034 SDR 35 PVC TO CONNECT WITH EXISTING SEWER USING FERRIS NON-SHEAR COUPLINGS. APPLY WATERPROOF EPOXY COATING TO INTERIOR MANHOLE WALLS AND BENCH.
7. REMOVE EXISTING SANITARY MANHOLE - DO NOT REPLACE. EXTEND NEW SANITARY PIPING THROUGH EXCAVATION, PROVIDE BEDDING AND BACKFILL PER DETAIL 5/C501.
8. EXISTING SANITARY MANHOLE TO REMAIN. REWORK TABLE AND TROUGH AS REQUIRED TO ACCEPT NEW PIPING CONNECTIONS WITH NEW FLEXIBLE BOOTS AS INDICATED. APPLY WATERPROOF EPOXY COATING TO INTERIOR MANHOLE WALLS AND BENCH.
9. NEW 10" PRIVATE SANITARY SEWER MAIN IN NEW ALIGNMENT - 10" AWWA C900 DR 18 PVC WITH INSULATED 10 GAUGE COPPER LOCATE WIRE.
10. CONNECT NEW SANITARY MAIN TO EXISTING MANHOLE - CORE DRILL MANHOLE AND INSTALL FLEXIBLE BOOT CONNECTOR PER CBU STANDARDS AND REWORK TABLE AND TROUGH TO ENSURE SMOOTH FLOW TRANSITION. CONTRACTOR TO COORDINATE WITH CBU. REFER TO DETAIL 10/C501.
11. ABANDON IN PLACE EXISTING 8" CLAY SANITARY MAIN. PUMP FULL WITH FLOWABLE FILL.
12. APPLY WATERPROOF EPOXY COATING TO INTERIOR MANHOLE WALLS AND BENCH.
13. NOT USED.
14. RELOCATE EXISTING 16" DIP WATER MAIN. LOCATE VALVES TO ISOLATE SECTION OF IMPACTED WATER LINE AND COORDINATE OUTAGES WITH OWNER. CUT EXISTING MAIN AND INSTALL FULLY RESTRAINED ANGLE FITTINGS AND 16" PRESSURE CLASS 350 DUCTILE IRON PIPING WITH POLYWRAP ENCASEMENT. ALL WATER DRAINAGE FROM WATER SYSTEM SHALL BE DISPOSED OF IN SANITARY SEWER. COORDINATE WITH CBU AND PROVIDE PUMPS AS REQUIRED. REFER TO PROFILE 1/C502.
15. CONTRACTOR TO EXCAVATE EXISTING 16" DIP WATER MAIN AT PIPE JOINTS AND INSTALL RESTRAINTS ON ALL UNRESTRAINED JOINTS WITHIN 60" OF VERTICAL OFFSET. ASSUME 15' LENGTH BETWEEN EXISTING JOINTS. BACKFILL EXCAVATIONS WITH REMOVABLE FLOWABLE FILL AND RESTORE EXISTING SURFACE CONDITIONS.

### UTILITY CONTACTS

AT&T Russ Owen - (812) 334-4629	IU UTILITIES Don Goodwin - (812) 855-3740 Phil Nichols - (812) 855-3552 Scott Osborn - (812) 855-3551
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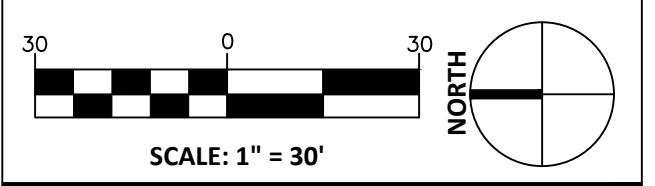
**BRCJ**  
 LAND SURVEYING • CIVIL ENGINEERING • GIS  
 1351 West Tapp Road Bloomington, Indiana 47403  
 Phone: 812-336-8277 www.brcjcivil.com



### 20200186 - BL000A Sanitary Replacement (Jordan Ave/Tenth St)

N. Jordan Ave. and E. 10th St.  
 Bloomington, IN 47405  
 BRCJ Project No: 10421

### SITE UTILITY PLAN AND PROFILE STA 106+25 - 111+50



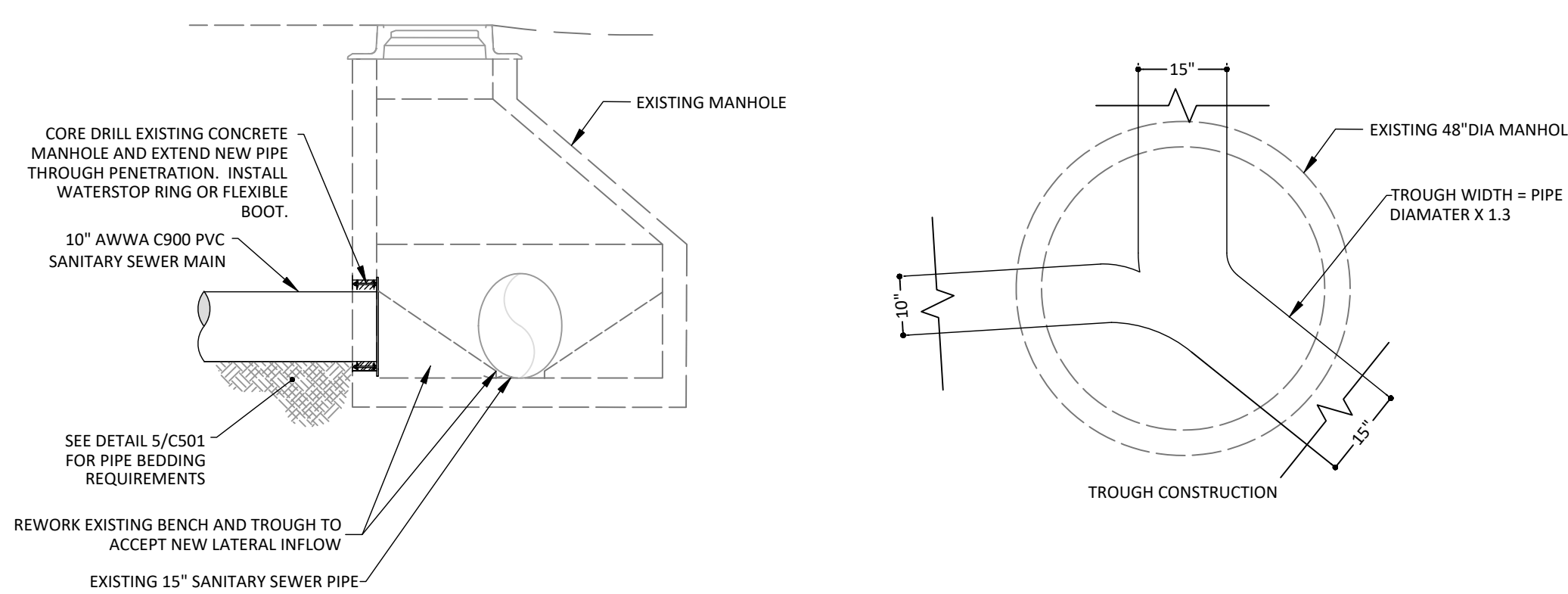
Date: 10-09-2020 Issue: CONSTRUCTION DOCUMENTS

### REVISION SCHEDULE

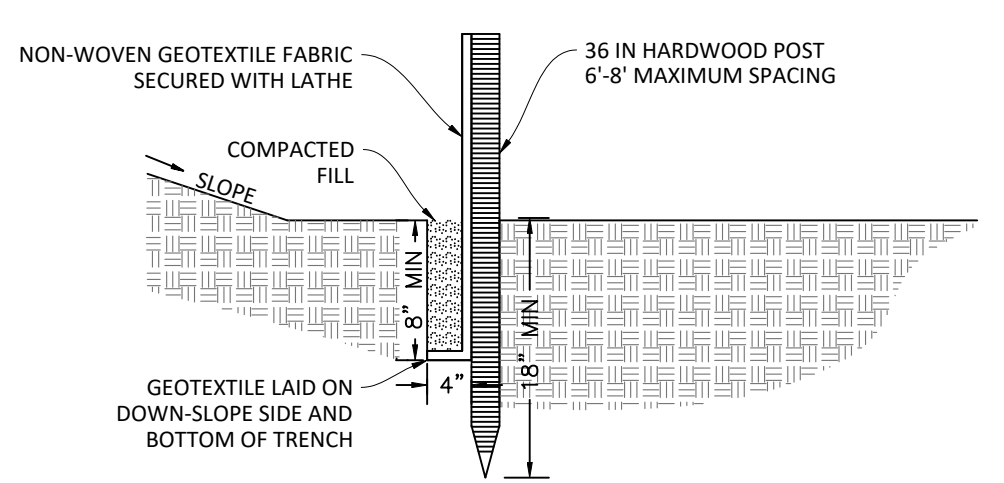
Rev. #	Rev. Description:	Issue Date

Drawn By: BDB  
 Designed By: AEK  
 Checked By: WSR

# C402



**10 CONNECTION TO EXISTING MANHOLE**  
 NOT TO SCALE

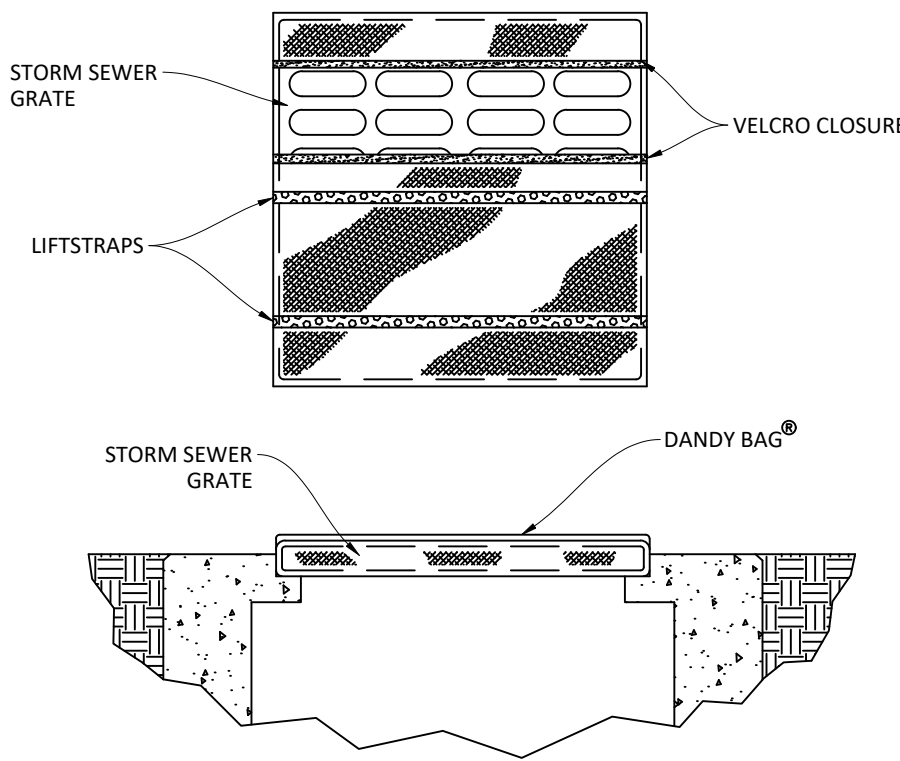


**FENCE CONSTRUCTION:**

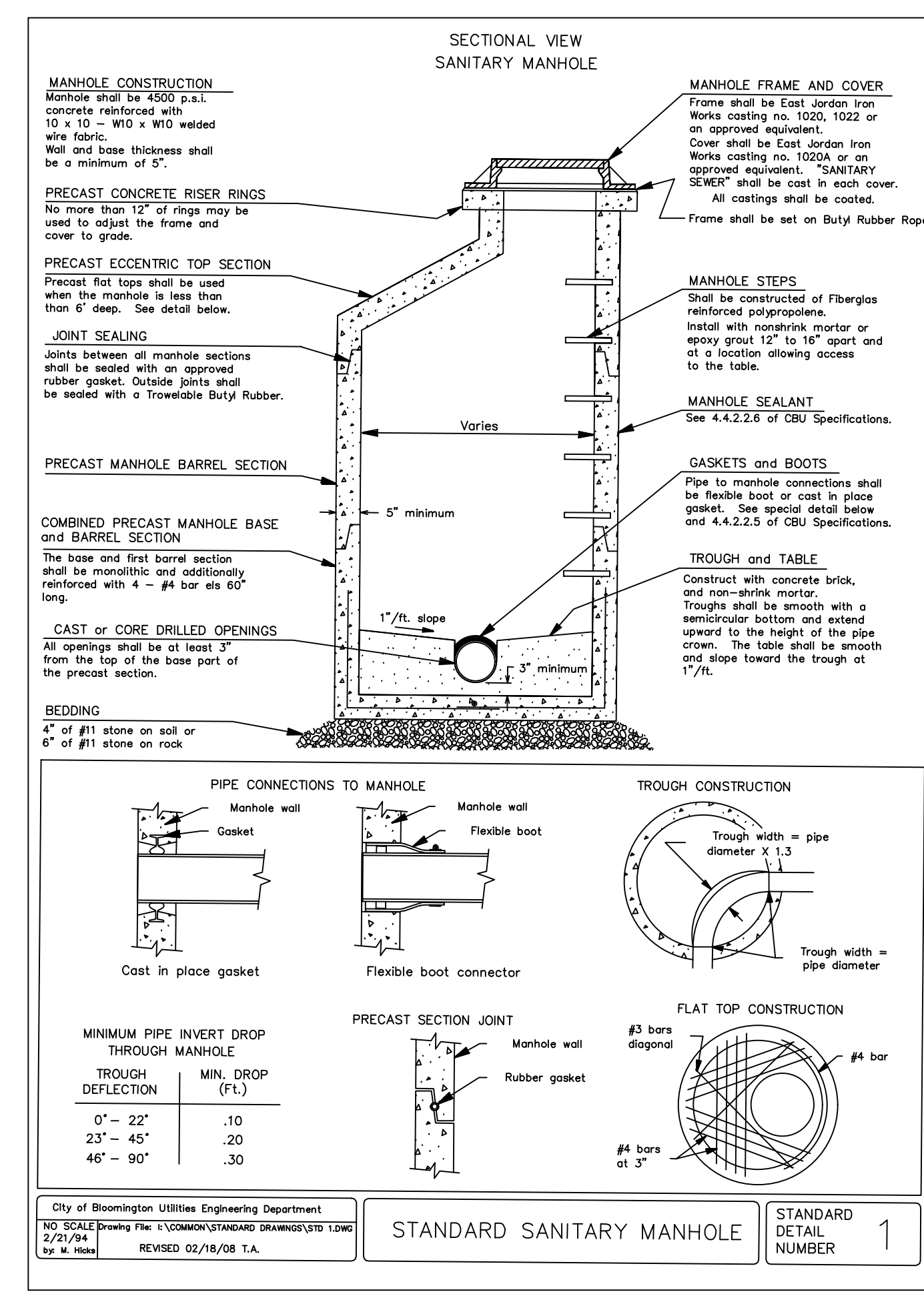
- ALONG THE ENTIRE INTENDED SILT FENCE LINE, DIG AN 8 IN DEEP FLAT-BOTTOMED OR V-SHAPED TRENCH.
- ON THE DOWNSLOPE SIDE OF THE TRENCH, DRIVE THE WOOD OR STEEL SUPPORT POSTS AT LEAST 1 FT INTO THE GROUND (THE DEEPER THE BETTER), SPACING THEM NO MORE THAN 8 FT APART IF THE FENCE IS SUPPORTED BY WIRE OR 6 FT APART IF EXTRA-STRENGTH FABRIC IS USED WITHOUT SUPPORT WIRE. ADJUST SPACING, IF NECESSARY, TO ENSURE THAT POSTS ARE SET AT THE LOW POINTS ALONG THE FENCE LINE. (NOTE: IF THE FENCE HAS PRE-ATTACHED POSTS OR STAKES, DRIVE THEM DEEP ENOUGH SO THE FABRIC IS SATISFACTORILY IN THE TRENCH AS DESCRIBED IN STEP 6.)
- FASTEN SUPPORT WIRE FENCE (IF THE MANUFACTURER RECOMMENDS ITS USE) TO THE UPSLOPE SIDE OF THE POSTS, EXTENDING IT 8 IN INTO THE TRENCH.
- RUN A CONTINUOUS LENGTH OF GEOTEXTILE FABRIC IN FRONT (UPSLOPE) OF THE SUPPORT WIRE AND POSTS, AVOIDING JOINTS, PARTICULARLY AT LOW POINTS IN THE FENCE LINE.
- IF A JOINT IS NECESSARY, NAIL THE OVERLAP TO THE NEAREST POST WITH LATHE.
- PLACE THE BOTTOM 1 FT OF FABRIC IN THE 8-IN DEEP TRENCH, EXTENDING THE REMAINING 4-IN TOWARD THE UPSLOPE SIDE.
- BACKFILL THE TRENCH WITH COMPACTED EARTH OR GRAVEL.

NOTE: IF USING A PRE-PACKED COMMERCIAL SILT FENCE RATHER THAN CONSTRUCTING ONE, FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS.  
 SILT FENCE FABRIC SPECIFICATIONS: SILT FENCE MATERIAL OF A NON-WOVEN GEOTEXTILE FABRIC DESIGN WILL BE REQUIRED. STRAW BALES WILL NOT BE APPROVED FOR PERIMETER SEDIMENT CONTROL.

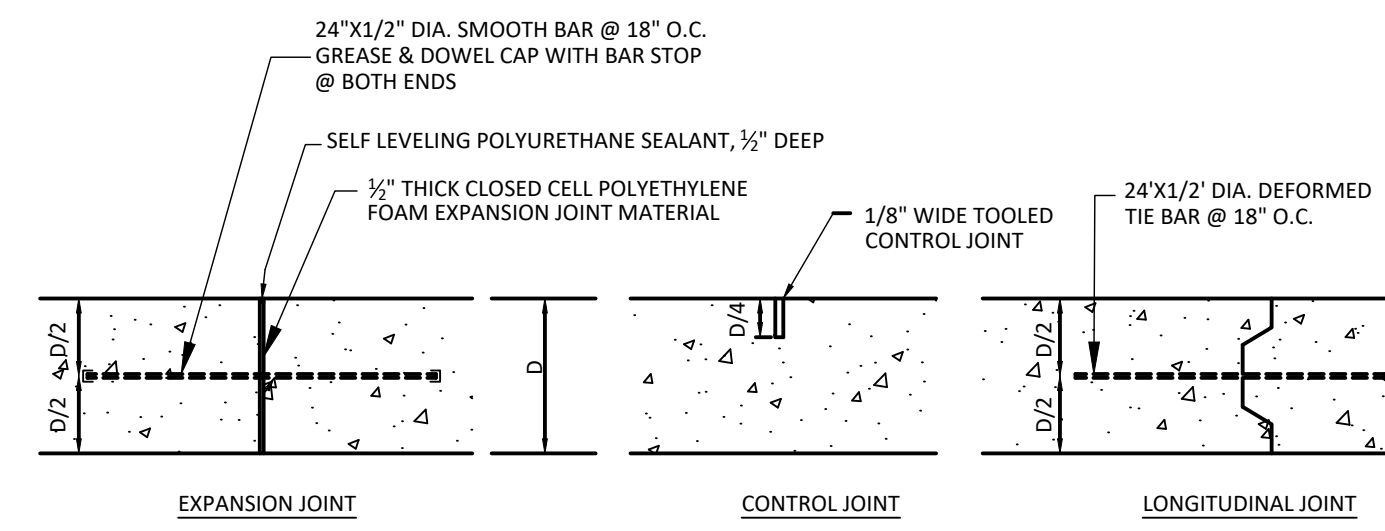
**9 SILT FENCE**



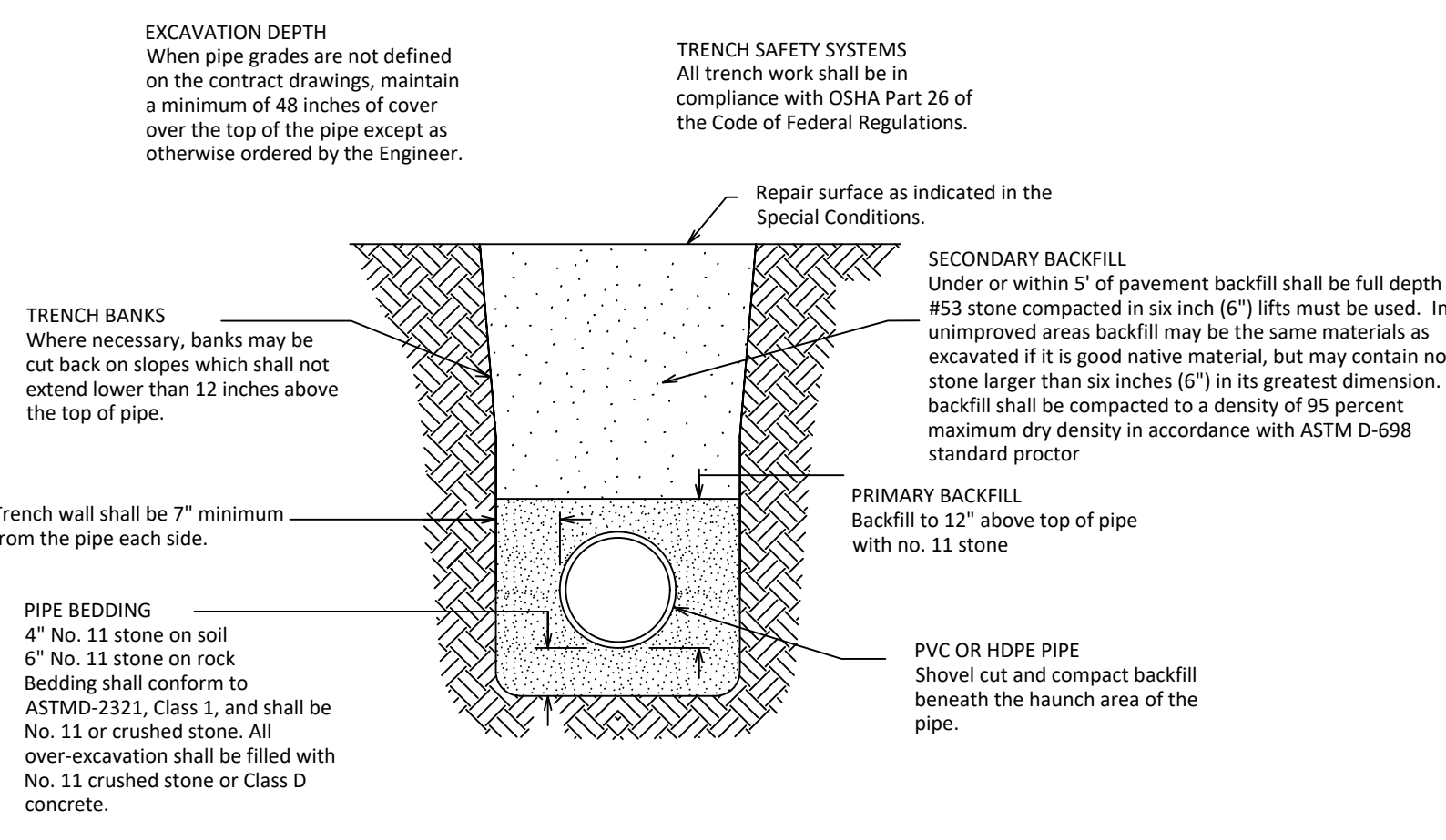
**8 INLET SEDIMENTATION CONTROL**



**7 STANDARD SANITARY MANHOLE**



**6 CONCRETE SIDEWALK AND JOINT**

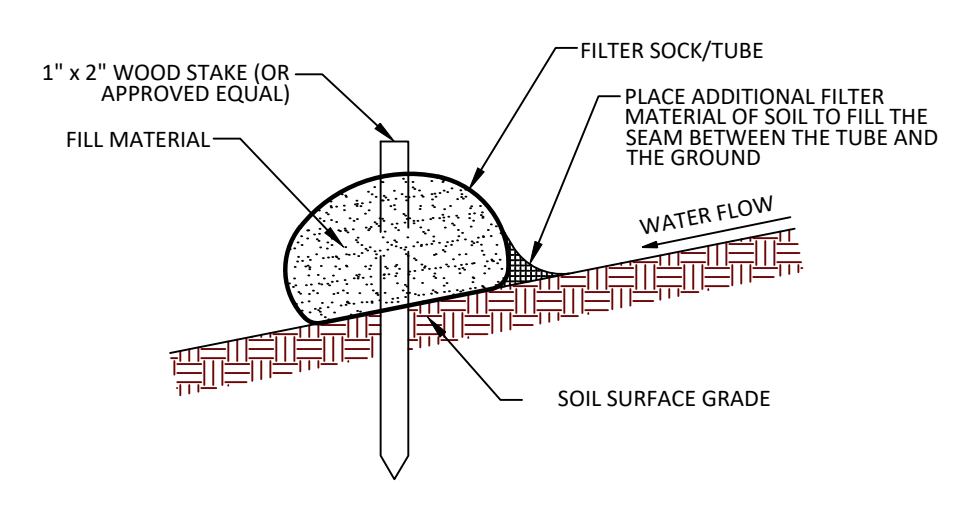


**5 UTILITY BEDDING AND BACKFILL**

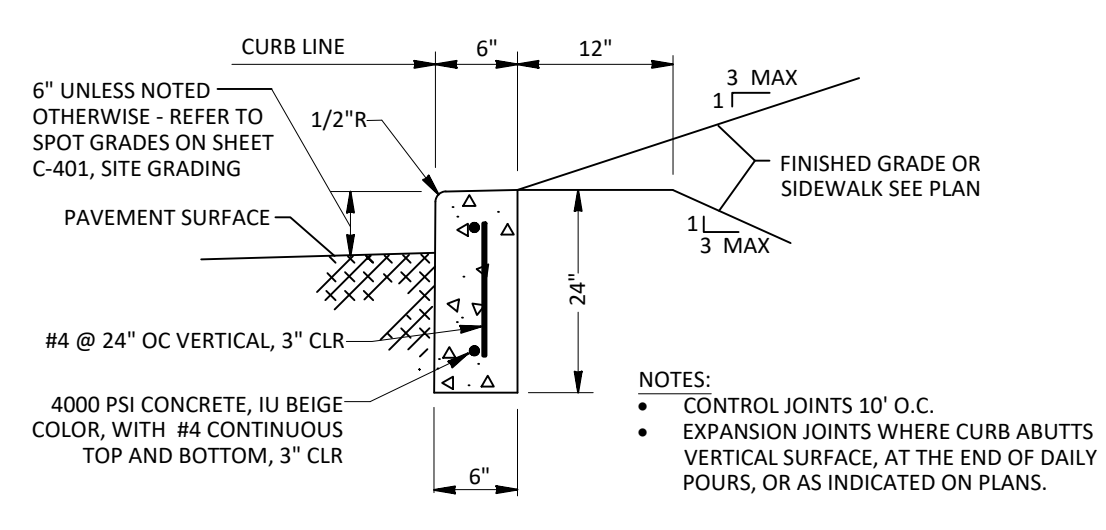
MAXIMUM FILTER SOCK SPACING

SLOPE	SOCK DIAMETER			
	8"	12"	18"	24"
2%	85'	100'	100'	100'
5%	50'	75'	100'	100'
10%	40'	50'	85'	100'
5:1	35'	40'	55'	60'
4:1	30'	40'	50'	50'
3:1	30'	35'	40'	40'

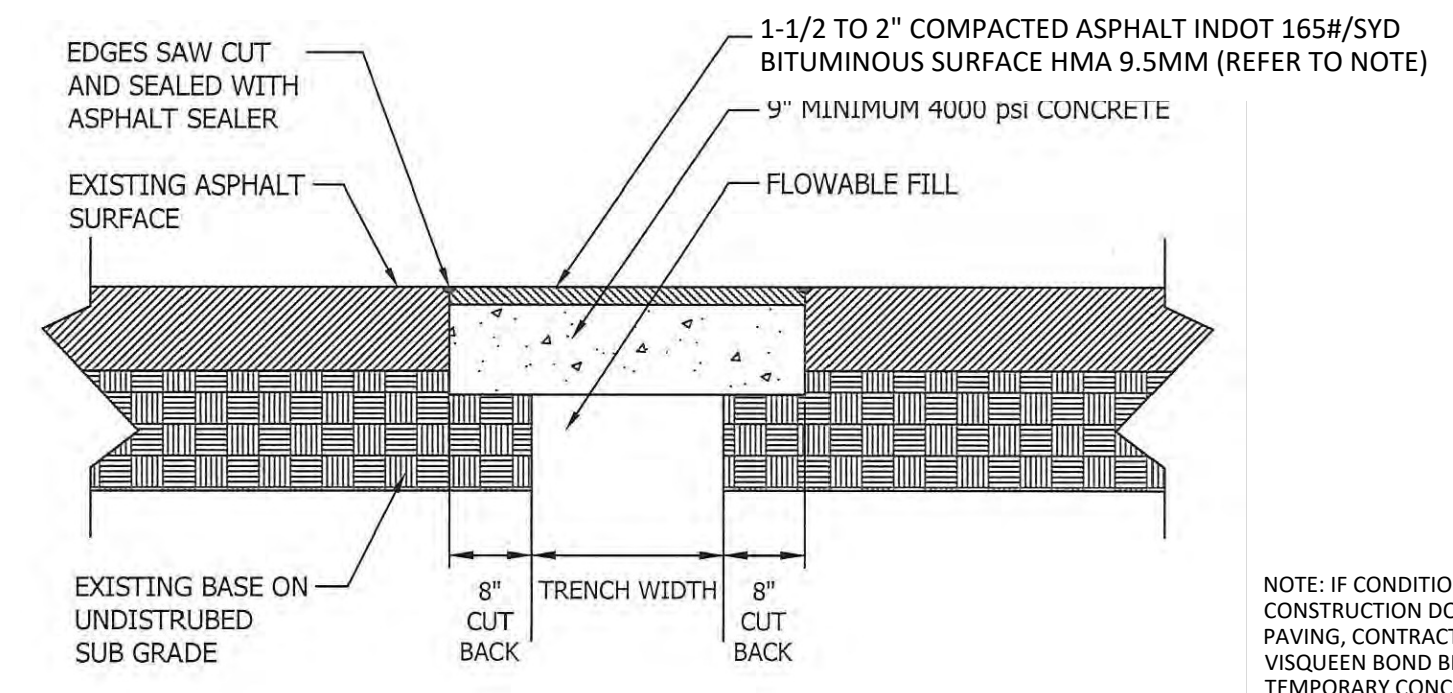
NOTES: Install perpendicular to flow, and stake at 10-foot intervals. The beginning and end of the installation should point slightly up the slope, creating a J shape at each end to contain runoff and prevent it from flowing around the ends of the sock. Accumulated sediment should be removed, or a new sock installed, when it reaches approximately one-half of the sock diameter. If sheet flows are bypassing or breaching the sock during design storm events, it must be repaired immediately and better secured, expanded, enlarged or augmented with additional erosion and sediment control practices.



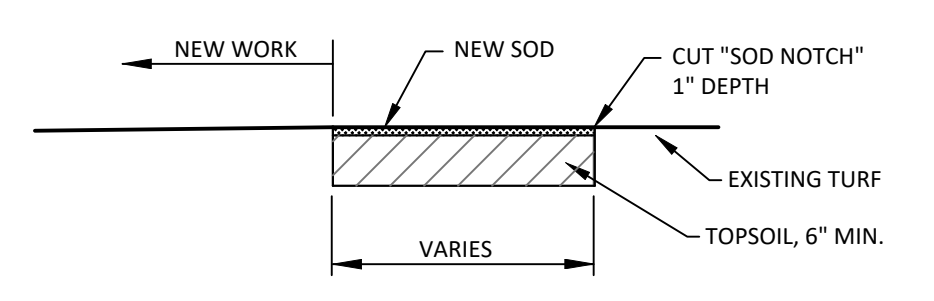
**4 FILTER SOCK DETAIL**



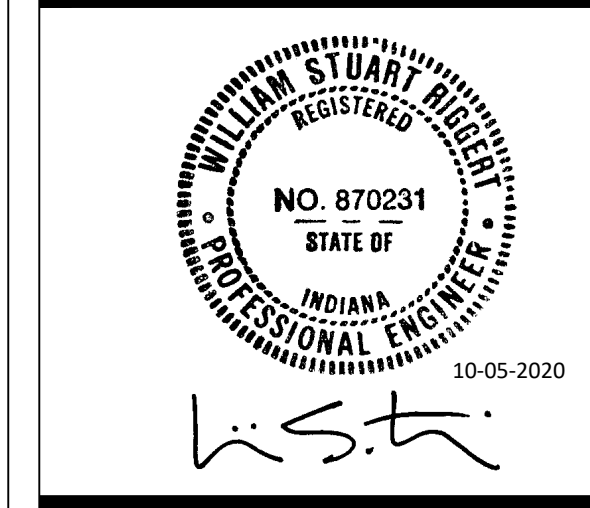
**3 STANDING CONCRETE CURB**



**2 ASPHALT PAVEMENT PATCH**



**1 SOD DETAIL**



**20200186 - BL000A**  
**Sanitary Replacement**  
 (Jordan Ave/Tenth St)

N. Jordan Ave. and E. 10th St.  
 Bloomington, IN 47405  
 BRCJ Project No: 10421

**DETAILS**

SCALE: NOT TO SCALE

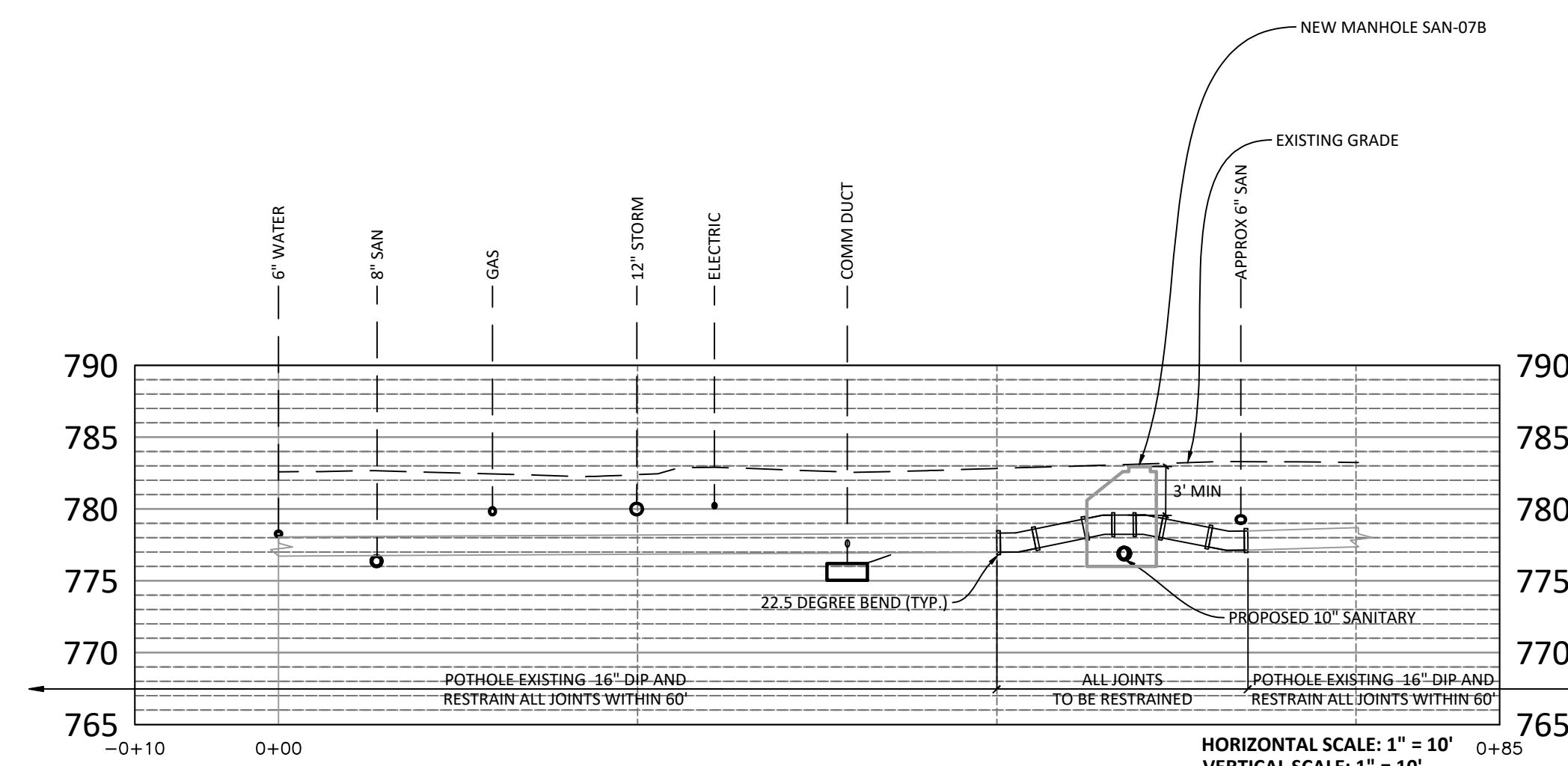
Date: 10-09-2020 Issue: CONSTRUCTION DOCUMENTS

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

Drawn By: BDB  
 Designed By: AEK  
 Checked By: WSR

SANITARY STRUCTURE DATA TABLE											
STR #	CASTING	STRUCTURE TYPE	REFERENCE PROFILE	NORTHING, EASTING	RIM ELEV	PIPE SIZE	PIPE INV (OUT)	DOWN STR #	LENGTH	SLOPE %	COMMENTS
EXISTING SAN-01 (TO REMAIN)	-	-	C401	N: 1429132.27 E: 3113559.48	-	-	-	EXISTING SAN-02 (TO BE REPLACED)	118'	-	
EXISTING SAN-02 (TO BE REPLACED)	EJW 1020 W/ SOLID LID	48" MANHOLE	C401	N: 1429010.46 E: 3113549.64	819.84	8"	812.96	EXISTING SAN-03 (TO REMAIN)	363'	6.16%	
EXISTING SAN-02A (TO BE ABANDONED)	-	-	C401	N: 1428816.67 E: 3113553.66	-	-	-	-	-	-	
EXISTING SAN-03 (TO REMAIN)	-	-	C401	N: 1428644.17 E: 3113557.99	-	-	-	NEW MANHOLE SAN-04A	86'	-	
EXISTING SAN-04 (TO BE ABANDONED)	-	-	C401	N: 1428613.59 E: 3113557.88	-	-	-	-	-	-	
EXISTING SAN-05 (TO BE REPLACED)	EJW 1020 W/ SOLID LID	48" MANHOLE	C402	N: 1428412.96 E: 3113561.78	785.56	8"	779.06	EXISTING SAN-06 (TO REMAIN)	110'	1.10%	1
EXISTING SAN-06 (TO REMAIN)	-	-	C402	N: 1428302.66 E: 3113564.74	-	-	-	NEW MANHOLE SAN-07A	130'	-	1
EXISTING SAN-07 (TO BE REMOVED)	-	-	C402	N: 1428237.66 E: 3113564.89	-	-	-	-	-	-	
EXISTING SAN-08 (TO REMAIN)	-	-	C402	N: 1428072.10 E: 3113568.12	-	-	-	-	-	-	
EXISTING SAN-1139 (TO REMAIN)	-	-	C402	N: 1428136.30 E: 3113619.58	-	-	-	EXISTING SAN-08 (TO REMAIN)	78'	-	
NEW MANHOLE SAN-04A	EJW 1020 W/ SOLID LID	48" MANHOLE	C401	N: 1428557.89 E: 3113559.42	792.95	8"	786.26	EXISTING SAN-05 (TO BE REPLACED)	145'	4.97%	1
NEW MANHOLE SAN-07A	EJW 1020 W/ SOLID LID	48" MANHOLE	C402	N: 1428172.26 E: 3113566.03	782.79	10"	776.96	NEW MANHOLE SAN-07B	69'	0.29%	1
NEW MANHOLE SAN-07B	EJW 1020 W/ SOLID LID	48" MANHOLE	C402	N: 1428156.78 E: 3113618.32	782.94	10"	776.50	EXISTING SAN-1139 (TO REMAIN)	21'	0.29%	1

STRUCTURE DATA TABLE NOTES:  
 1. APPLY WATERPROOF EPOXY COATING TO INTERIOR MANHOLE WALLS AND BENCH



1  
 C502 RELOCATED 16" WATER MAIN PROFILE



**20200186 - BL000A**  
**Sanitary Replacement**  
**(Jordan Ave/Tenth St)**

N. Jordan Ave. and E. 10th St.  
 Bloomington, IN 47405  
 BRCJ Project No: 10421

**SANITARY STRUCTURE DATA**  
**TABLE AND DETAILS**

Date: 10-09-2020 Issue: CONSTRUCTION DOCUMENTS

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

Drawn By: BDB  
 Designed By: AEK  
 Checked By: WSR

**C502**

# Engineer's Supplemental Instructions

This form takes the place of AIA Document G710-2017

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**PROJECT:**

IU 202000186 - BL000A  
Sanitary Replacement  
(Jordan Ave/Tenth St)  
Bloomington, Indiana

**CONTRACT INFORMATION:**

Contract For: General Construction  
Date: Dec 4, 2020

**ESI INFORMATION:**

ESI Number: 1  
Date: December 16, 2020

**OWNER:**

Indiana University  
2901 East Discovery Parkway  
Bloomington, Indiana 47408

**ENGINEER:**

Bledsoe Riggert Cooper James  
1351 West Tapp Road  
Bloomington, Indiana 47403

**CONTRACTOR:**

Reed & Sons Construction, Inc.  
299 Moorman Rd  
Bloomington, Indiana 47403

---

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

**DESCRIPTION:**

In accordance with direction from the City of Bloomington, instead of a Maintenance of Traffic Plan in two phases, closing North Jordan Avenue north and south of 7<sup>th</sup> Street separately, they are combined into one singular closure. To do this, the contractor is instructed to revise the maintenance of traffic plan as indicated on the attached plan sheets C201 and C202:

**ATTACHMENTS:**

Sheet C201 – Maintenance of Traffic Plan Jordan Avenue North – Revised 12/16/2020  
Sheet C202 – Maintenance of Traffic Plan Jordan Avenue South - Revised 12/16/2020

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**ISSUED BY THE ENGINEER:**

Bledsoe Riggert Cooper James  
Engineer



---

**SIGNATURE**

Andrew E Knust, PE  
**PRINTED NAME AND TITLE**

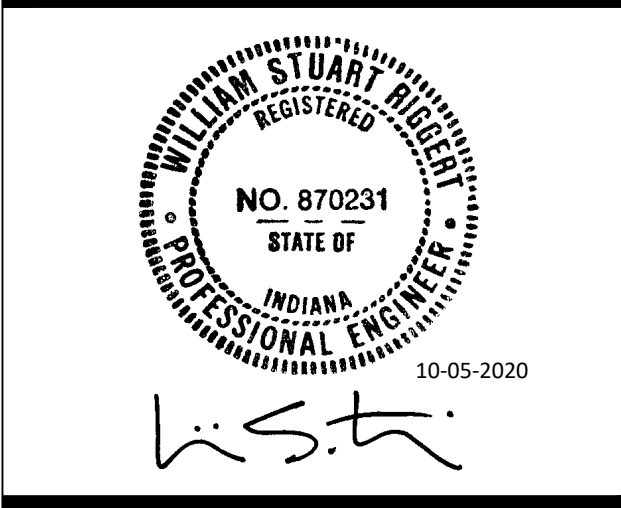
December 16, 2020  
**DATE**



**GENERAL NOTES**

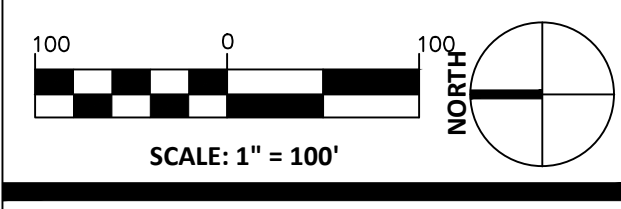
- CONTRACTOR SHALL PROVIDE ADVANCE WARNING SIGNAGE, BARRICADES AND FLAGGERS AS REQUIRED WHEN WORKING ALONG, NEAR, OR WITHIN THE CITY OF BLOOMINGTON'S STREETS AND ALLEYS. ALL TRAFFIC CONTROLLING AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND BE INSTALLED FOR A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO CLOSING ANY STREET, ALLEY OR PORTION THEREOF. THE CONTRACTOR SHALL CONTACT THE CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION DEPARTMENT AT (812) 349-3423 TO MAKE NECESSARY ARRANGEMENTS.
- TRENCHES SHALL BE FILLED DAILY OR COVERED WITH METAL PLATES TO PREVENT ACCESS DURING NON-WORK HOURS.

**Bledsoe Riggert Cooper James**  
**BRCJ**  
 LAND SURVEYING • CIVIL ENGINEERING • GIS  
 1351 West Tapp Road Bloomington, Indiana 47403  
 Phone: 812-336-8277      www.brcjcivil.com



**20200186 - BL000A**  
**Sanitary Replacement**  
**(Jordan Ave/Tenth St)**  
 N. Jordan Ave. and E. 10th St.  
 Bloomington, IN 47405  
 BRCJ Project No: 10421

**MAINTENANCE OF TRAFFIC**  
**PLAN JORDAN AVENUE**  
**NORTH**



Date: 10-09-2020      Issue: CONSTRUCTION DOCUMENTS

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date
1	ESI - 01	12-16-2020

Drawn By: BDB  
 Designed By: AEK  
 Checked By: WSR

**C201**



### GENERAL NOTES

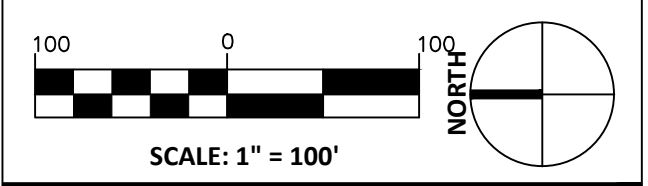
1. CONTRACTOR SHALL PROVIDE ADVANCE WARNING SIGNAGE, BARRICADES AND FLAGGERS AS REQUIRED WHEN WORKING ALONG, NEAR, OR WITHIN THE CITY OF BLOOMINGTON'S STREETS AND ALLEYS. ALL TRAFFIC CONTROLLING AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE INDIANA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES AND BE INSTALLED FOR A MINIMUM OF SEVEN (7) WORKING DAYS PRIOR TO CLOSING ANY STREET, ALLEY OR PORTION THEREOF. THE CONTRACTOR SHALL CONTACT THE CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION DEPARTMENT AT (812) 349-3423 TO MAKE NECESSARY ARRANGEMENTS.
2. TRENCHES SHALL BE FILLED DAILY OR COVERED WITH METAL PLATES TO PREVENT ACCESS DURING NON-WORK HOURS.

Bledsoe Riggert Cooper James  
**BRCJ**  
 LAND SURVEYING • CIVIL ENGINEERING • GIS  
 1351 West Tapp Road Bloomington, Indiana 47403  
 Phone: 812-336-8277      www.brcjcivil.com

W.S.B.

**20200186 - BL000A**  
**Sanitary Replacement**  
**(Jordan Ave/Tenth St)**  
 N. Jordan Ave. and E. 10th St.  
 Bloomington, IN 47405  
 BRCJ Project No: 10421

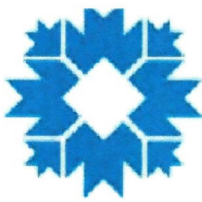
### MAINTENANCE OF TRAFFIC PLAN JORDAN AVENUE SOUTH



Date: 10-09-2020      Issue: CONSTRUCTION DOCUMENTS

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date
1	ESI - 01	12-16-2020

Drawn By: BDB  
 Designed By: AEK  
 Checked By: WSR




# CITY OF BLOOMINGTON RIGHT-OF-WAY USE PERMIT APPLICATION

701 W. WASHINGTON STREET, SUITE 100  
P.O. Box 100  
Bloomington, IN 47402

Phone: (812) 349-3423  
Fax: (812) 349-3520  
Email: [planning@bloomington.in.gov](mailto:planning@bloomington.in.gov)

ROW EXCAVATION  ROW USE

ADDRESS OF ROW ACTIVITY: Jordan Ave

<b>A. APPLICANT/AGENT INFORMATION:</b> APPLICANT NAME: <u>Matthew Bollins</u> E-MAIL: <u>matthew@reedandsonsconstruction.com</u> COMPANY: <u>Reed &amp; Sons Construction, Inc.</u> ADDRESS: <u>299 Moorman Rd</u> CITY, STATE, ZIP: <u>Bloomington, IN 47403</u> 24-HR EMERGENCY CONTACT NAME: <u>Shannon Reed</u> 24-HR CONTACT PHONE #: <u>(812) 370-7313</u> INSURANCE #*: <u>A 34290903</u> COMPANY: <u>W. Bend Ins.</u> BOND #*: <u>IN 31952</u> COMPANY: <u>Merchants</u> <small>* INSURANCE &amp; BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED</small>	<b>D. TRAFFIC CONTROL DEVICES*:</b> <input type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input type="checkbox"/> LIGHTED BARRELS <input checked="" type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER <small>*PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED. See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet</small>
<b>**SUBCONTRACTOR INFORMATION**</b> <small>(LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT)</small> COMPANY NAME: <u>Granite Construction</u> <u>Spectra Tech</u>	<b>E. METERED PARKING SPACES NEEDED:</b> <input type="checkbox"/> Y <input type="checkbox"/> N <small>IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: <a href="https://bloomington.in.gov/transportation/parking/moving">https://bloomington.in.gov/transportation/parking/moving</a> OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436</small>
<b>B. WORK DESCRIPTION:</b> <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input type="checkbox"/> CONSTRUCTION USE* <small>(EXPLAIN):</small> <small>*EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND</small>	<b>F. IS THIS A</b> <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input checked="" type="checkbox"/> IU* <input type="checkbox"/> NP* <b>PROJECT?</b> PROJECT NAME: <u>Sanitary Replacement (Jordan/10<sup>th</sup>)</u> PROJECT #: <u>202001810</u> PROJECT MGR.: <u>Chad Schaeffer</u> PROJECT MGR. #: <u>(812) 855-6571</u> <small>*CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY          *IU = INDIANA UNIVERSITY *NP = NOT-FOR-PROFIT AGENCY</small>
<b>C. RIGHT OF WAY TO BE USED/CLOSED:</b> STREET NAME 1: <u>Jordan Ave</u> 1ST INTERSECTING STREET NAME: <u>10<sup>th</sup> Street</u> 2ND INTERSECTING STREET NAME: <u>7<sup>th</sup> Street</u> <input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: <u>1/4/21</u> END DATE: <u>2/19/21</u> # OF DAYS*: <u>46</u>	<b>G. EXCAVATIONS:</b> SQ FT OF PAVEMENT* EXCAVATIONS: <u>1,384</u> <small>*PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS</small> SQ FT OF NON-PAVEMENT* EXCAVATIONS: <u>48</u> <small>*DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE</small> LINEAL FT OF BORE*: <u>0</u> <small>*BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS</small> # OF POLE INSTALLATIONS/REMOVAL: <u>0</u> SQ FT OF SIDEWALK RECONSTRUCTION*: <u>48</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED</small> SQ FT OF SIDEWALK NEW CONSTRUCTION*: <u>0</u> <small>*CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE</small> #RESIDENTIAL DRIVEWAY INSTALLATION: <u>0</u>
STREET NAME 2: _____ 1ST INTERSECTING STREET NAME: _____ 2ND INTERSECTING STREET NAME: _____ <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: _____ END DATE: _____ # OF DAYS*: _____ <small>*SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW</small>	 <small>TO SUBMIT A LOCATE REQUEST 24 HRS A DAY, 7 DAYS A WEEK          CALL 811 OR 800-382-5544          CALL 2 WORKING DAYS BEFORE YOU DIG.          ITS THE LAW.</small>
<b>STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM &amp; 6:00 PM - 9:00 PM</b> STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input checked="" type="checkbox"/> REQUESTED CLOSURE HOURS: <u>12</u> AM - <u>12</u> PM <small>*non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process          BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)</small>	<b>H. INDEMNIFICATION AGREEMENT:</b> <small>The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant.</small> I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>R. Shannon Reed</u> SIGNATURE: <u>[Signature]</u> DATE: <u>12-10-20</u>

For Administration Use Only (applicable to CLOSURE approval)

Approved By: \_\_\_\_\_  BPW  City Engineer  Director Date: \_\_\_\_\_

Staff Representative: \_\_\_\_\_ Phone#: \_\_\_\_\_ Date: \_\_\_\_\_





## Board of Public Works Staff Report

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**Project/Event:** Recover Forward West 6<sup>th</sup> Street/North Elm Street Sidewalk Project  
**Petitioner/Representative:** Street Department  
**Staff Representative:** Joe Van Deventer  
**Meeting Date:** December 22, 2020

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This project is a part of the City's Recover Forward initiative. It will replace the sidewalks on West 6th Street from North Elm Street to North Fairview Street. In addition, it will also replace the eastern sidewalk on North Elm Street from West 4th Street to West 5th Street.

CGR, LLC	\$ 178,160.00 (Nonresponsive)
River Town Construction LLC	\$ 249,250.00
Milestone Contractors, L.P	\$ 316,300.00
Groomer Construction, INC	\$ 355,932.81
Crider & Crider, INC	\$ 397,500.00

CGR, LLC submitted the lowest bid, but when evaluating the bids received, staff determined that this bid was not responsive. River Town Construction, LLC was the lowest responsive and responsible bidder. Construction is anticipated to begin in the Spring of 2021.

**River Town Construction, LLC** **\$ 249,250.00**

Staff recommends the contract be awarded to River Town Construction, LLC. Staff also recommends the Board reject the nonresponsive bid from CGR, LLC.

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**Recommend**  **Approval by Joe VanDeventer**

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Board of Public Works  
Staff Report

**AGREEMENT**  
**BETWEEN**  
**CITY OF BLOOMINGTON**  
**PUBLIC WORKS DEPARTMENT**  
**AND**  
**River Town Construction, LLC**  
**FOR**  
**Recover Forward Sidewalk Project**  
**West 6<sup>th</sup> Street/North Elm Street**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and           River Town Construction, LLC          , (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for **construction of sidewalks, accessible curb ramps, driveway entrances and alley entrance improvements**, (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 Bid for said project.

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

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**ARTICLE 1. TERM**

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**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.

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**ARTICLE 2. SERVICES**

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

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within seventy-five (75) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

**2.03** It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time.

CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

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## ARTICLE 3. COMPENSATION

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**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, Two Hundred Fifty Dollars (\$ 249,250.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

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## ARTICLE 4. RETAINAGE

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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.

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## ARTICLE 5. GENERAL PROVISIONS

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**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 or she shall be considered in default. Any one or more of the following will be considered a default:

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

**5.04**    **Extent of Agreement: Integration**

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the 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 or her from the claims set forth below which may arise out of or result from CONTRACTOR’S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A.     Worker’s Compensation & Disability	Statutory Requirements
B.     Employer’s Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C.     Commercial General Liability (Occurrence Basis)	\$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. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08** **Non-Discrimination**

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

**5.08.02** CONTRACTOR certifies for 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.

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

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

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

## **5.09** Workmanship and Quality of Materials

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

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



or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

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

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

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

**5.11** **Amendments/Changes**

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

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

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

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

**5.12** **Performance Bond and Payment Bond**

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	River Town Construction, LLC
Attn: Joe Van Deventer	Attn: Keith Sanderson
401 N. Morton St., Suite 120	5266 Vann Road/PO Box 444
Bloomington, Indiana 47404	Newburgh, IN 47629

**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: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

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

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## ATTACHMENT 'A'

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### "SCOPE OF WORK"

#### Recover Forward Sidewalk Project

*This project shall include, but is not limited to: Contractor shall provide construction of sidewalks, accessible curb ramps, driveway entrances and alley entrance improvements. Contractor shall furnish all necessary labor and material.*

**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 Warrick )

**AFFIDAVIT**

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

1. The undersigned is the Vice President of River Town Construction, LLC.  
(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.	To Be Determined				
B.					
C.					
D.					
				<b>Total</b>	\$ _____

Method of Compliance (Specify) \_\_\_\_\_

Date: December 7, 2020

Signature

Keith Sanderson

Printed Name

STATE OF INDIANA )  
 ) SS:  
 COUNTY OF Warrick )

Before me, a Notary Public in and for said County and State, personally appeared Keith Sanderson and acknowledged the execution of the foregoing this 7th day of December, 2020.

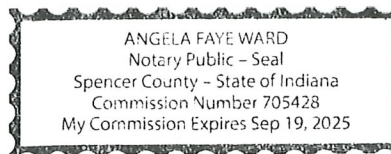
My Commission Expires: 09/19/2025

Signature of Notary Public

County of Residence: Spencer

Angela F. Ward  
 Printed Name of Notary Public

My Commission #: 705428



\*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 Warrick )

E-Verify AFFIDAVIT

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

- 1. The undersigned is the Vice President of River Town Construction, LLC
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 [Handwritten Signature]

Vice President
Title

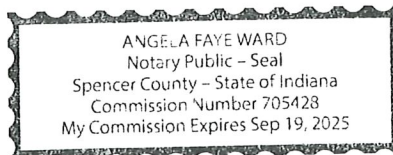
STATE OF INDIANA )
)SS:
COUNTY OF Warrick )

Before me, a Notary Public in and for said County and State, personally appeared Keith Sanderson and acknowledged the execution of the foregoing this 7th day of December, 2020.

Notary Public's Signature [Handwritten Signature]

Angela F. Ward
Printed Name of Notary Public

My Commission Expires: 09/19/2025
County of Residence: Spencer
My Commission #: 705428



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 Warrick )

AFFIDAVIT

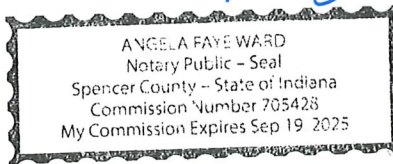
The undersigned, being duly sworn, hereby affirms and says that:

1. The undersigned is the Vice President of River Town Construction, LLC (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.

Angela F. Ward  
Notary Public's Signature

Angela F. Ward  
Printed Name

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Warrick )

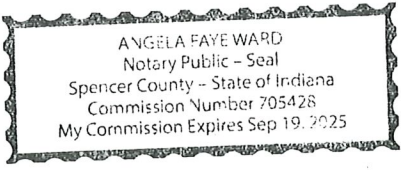


Before me, a Notary Public in and for said County and State, personally appeared Keith Sanderson  
Vice President and acknowledged the execution of the foregoing this 7th day of December,  
2020.

Angela F. Ward  
Signature of Notary Public

Angela F. Ward  
Printed Name of Notary Public

County of Residence: Spencer  
My Commission #: 705428  
My Commission Expires: 09/19/2025





**ESCROW AGREEMENT**  
**River Town Construction, LLC**

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and \_\_\_\_\_, (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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, 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 120  
Bloomington IN 47404  
Attn: Adam Wason, Director

If to Escrow Agent:

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

**If to Contractor:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

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

Reviewed and Approved By:

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Adam Wason, Director  
Public Works Department

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Escrow Agent  
First Financial Bank

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title



## Board of Public Works Staff Report

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**Project/Event:** Approve INDOT-LPA Local Roads and Bridges Matching Grant Agreement

**Petitioner/Representative:** Public Works/Street Division

**Staff Representative:** Joe Van Deventer

**Date:** December 22, 2020

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**Report:** The City of Bloomington was awarded \$191,326.70 through INDOT's Community Crossings Matching Grant 2020-2 program to perform maintenance work on East Discovery Parkway from North Range Road to 1220 ft. East of SR 45S. The grant requires a 50% local match. This is an INDOT-LPA contract that is required for INDOT to make these funds available for the project.

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**Recommendation and Supporting Justification:** Staff recommends that the Board approve the INDOT-LPA Local Roads and Bridges Matching Grant Agreement.

**Recommend**  **Approval**  **Denial by** Joe Van Deventer

## LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract # A249-21-LG200342

This Grant Agreement (this “Grant Agreement”), entered into by and between the Indiana Department of Transportation (the “State”) and City of Bloomington, a Local Unit, (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the State to award a Grant of \$191,326.70 (the “Grant”), representing **50%** of the eligible costs of the project (the “Project”) described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant,

### FUNDING SOURCE:

State Funds: Program Title: Local Road and Bridge Matching Grant Fund (I.C. § 8-23-30).

### 2. Representations and Warranties of the Grantee.

A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term “principal” for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The Grantee has committed matching funds from one of the following revenue sources in accordance with Ind. Code § 8-23-30-3: (1) any money the local unit is authorized to use for a local road or bridge project; (2) special distribution of local income tax under Ind. Code § 6-3.6-9-17; or (3) local rainy day fund under Ind. Code § 36-1-8-5.1.

D. The Grantee uses an approved transportation asset management plan on file with the State.

### 3. Implementation of and Reporting on the Project.

The Grantee shall implement and complete the Project in accordance with Attachment A and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

**4. Term.** This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written



agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

The Grantee understands that the Grantee must procure materials and/or a contractor for the Project no later than four (4) months from the date of the award letter, attached hereto as **Attachment B** and incorporated fully herein. If the Grantee fails to procure a contractor by four (4) months from the date of the award letter, the Grantee forfeits the Grant, the grant funds shall not be distributed to the Grantee, but shall be redistributed as all other funds under Indiana Code § 8-23-30.

**5. Grant Funding.** Pursuant to Ind. Code § 8-23-30, the Grantee agrees to the following:

- A. It may use the State funds only for the Project described in **Attachment A**;
- B. If it uses the grant funds for any purpose other than construction of the Project as described in **Attachment A**, the Grantee:
  - i. must immediately repay all grant funds provided to the State; and
  - ii. may not participate in the grant program during the succeeding calendar year.
- C. It shall provide local matching funds equal to not less than **50%** of the estimated project cost;
- D. Disbursement of grant funds will not be made until the Grantee's submission of an accepted/awarded Project Material Bid and/or an executed contract with the contractor;
- E. The State's participation in the Project is strictly limited to the grant funds awarded herein. The Grantee understands and agrees that the State is under no obligation to pay for or participate in any cost increases, change orders, cost overruns or additional Project expenses of any kind.

**6. Payment of Claims.**

- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor of State.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of local funds.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50% of the eligible Project costs and not more than \$1 million**. The maximum amount of state funds allocated to the Project is **\$191,326.70**. The Grantee

understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

F. Pursuant to Ind. Code § 8-23-30-3, the Grantee's **50%** match shall be paid from one of the identified revenue sources. The remainder of the Project costs greater than the total of the State's grant and the Grantee's **50%** match shall be borne by the Grantee and may be paid how the Grantee chooses. In the interest of clarity and to avoid misunderstanding, the State shall not pay the Grantee for any costs relating to the Project except as specifically provided herein, unless the Parties enter into an amendment to this Grant Agreement.

**7. Project Monitoring by the State.** The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

- A. whether Project activities are consistent with those set forth in **Attachment A**, the Grant Application, and the terms and conditions of the Grant Agreement;
- B. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

**8. Compliance with Audit and Reporting Requirements; Maintenance of Records.**

A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost.

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq.* if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. The Grantee shall file the annual financial report required by Ind. Code § 5-11-1-4 in accordance with the State Board of Accounts Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources. All grant documentation shall be retained and made available to the State Board of Accounts if and when requested.

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State.

Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

E. If for any reason the State finds noncompliance and requires a repayment of state funds previously paid to the Grantee, the Grantee is required to submit such sum or sums within thirty (30) days after receipt of a billing from the State. If the Grantee has not paid the full amount due within sixty (60) calendar days past the due date, the State may proceed in accordance with Ind. Code § 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the Grantee's allocation of the Motor Vehicle Highway Account to the State's Local Road and Bridge Matching Grant Fund account until the amount due has been repaid.

#### **9. Compliance with Laws.**

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) the Grantee will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of this Grant Agreement

#### **10. Debarment and Suspension.**

A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State’s request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

**11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

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

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

**13. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated

or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Grantee understands that the State is a recipient of federal funds, and therefore, where applicable, Grantee and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**18. Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration  
Attention: Director of LPA/MPO and Grant Administration  
100 North Senate Avenue, Room N758 - Local Programs  
Indianapolis, IN 46204  
E-mail: [indotlpampo@indot.in.gov](mailto:indotlpampo@indot.in.gov)

With a copy to:

Chief Legal Counsel/Deputy Commissioner  
Indiana Department of Transportation  
100 N. Senate Avenue, Room N758  
Indianapolis, IN 46204-2216

- B. Notices to the State regarding project management shall be sent to respective District Office:

Katherine Adams  
Seymour District  
185 Agrico Lane  
Seymour, IN 47274  
Email: kadams@indot.in.gov

- C. Notices to the Grantee shall be sent to:

City of Bloomington  
ATTN: John Hamilton  
PO Box 100  
BLOOMINGTON, IN 47402  
Email: mayor@bloomington.in.gov

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

**19. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

**20. Public Record.** The Contractor acknowledges that the State will not treat this Grant as containing confidential information, and will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

**21. Termination for Breach.**

A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

**22. Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

**23. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Grant.

**24. Provision Applicable to Grants with tax-funded State Educational Institutions: “Separateness” of the Parties.** The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

**25. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s standard contract clauses (as contained in the *2019 OAG/IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

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**Non-Collusion, Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

**AGREEMENT TO USE ELECTRONIC SIGNATURES**

**(Applicable to only to Grant Agreements processed through SCM)**

**In Witness Whereof**, the Grantee and the State have, through their duly authorized representatives, entered into this Grant Agreement. The parties, having read and understood the foregoing terms of this Grant Agreement, do by their respective signatures dated below agree to the terms thereof.

[Grantee] City of Bloomington

Indiana Department of Transportation

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
(for)  
Joseph McGuinness, Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**  
Indiana Department of Administration

**Approved by:**  
State Budget Agency

By: \_\_\_\_\_ (for)  
Lesley A. Crane, Commissioner

By: \_\_\_\_\_ (for)  
Zachary Q. Jackson, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED as to Form and Legality:**  
Office of the Attorney General

By: \_\_\_\_\_ (for)  
Curtis T. Hill, Jr., Attorney General

Date: \_\_\_\_\_

**Form approval has been granted by the  
Office of the Attorney General pursuant to  
IC 4-13-2-14.3(e) on November 24, 2020**

This instrument was prepared by the undersigned attorney:

\_\_\_\_\_  
Attorney:

Indiana Department of Transportation  
100 N. Senate Avenue  
Indianapolis, IN 46204

Date: \_\_\_\_\_

**ATTACHMENT A**

**PROJECT DESCRIPTION**

Des No: **2002644**

Program: **Local Roads and Bridges Matching Grants**

Type of Project: **HMA Overlay Minor Structural**

Location:

<b>Route Name</b>	<b>From</b>	<b>To</b>
E DISCOVERY PKWY	N RANGE RD	1,220 FT EAST OF SR 45 S

Application ID: **9720**

A general scope/description of the Project is as follows:

Project shall include installing ramps to ADA compliance with detectable warning plates , milling existing surface 1.5", remove debris, joint adhesive, resurface 1.5" with HMA, installation of pavement markings and street signs. Asphalt resurfacing including full-depth patching as necessary. Replacement of median curbs and storm sewer castings. Installation of multi-use path on the north side of the street (excluded from estimate).

**The maximum amount of state funds allocated to the Project is \$191,326.70**

ATTACHMENT B

AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N901
Indianapolis, Indiana 46204

PHONE: (317) 233-3680
FAX: (317) 234-8365

Eric Holcomb, Governor
Joe McGuinness, Commissioner

December 02, 2020

City of Bloomington
John Hamilton
PO Box 100
Bloomington, IN 47402

RE: Community Crossing Matching Grant Fund 2020-2 Award Letter

Dear John Hamilton:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2020-2 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Table with 3 columns: Application ID, Preliminary Awarded Amount, Location Priority. Row 1: 9720, \$191,326.70, All. Row 2: TOTAL, \$191,326.70

Preliminary award amounts are contingent upon the following:

- INDOT must receive a copy of the fully-executed contract with a contractor or material supplier.
• Contractor/material supply contracts must be submitted no later than four (4) months from the date of this award letter. Failure to meet this date will result in the forfeiture of your funds.
• Local Public Agency (LPA) must sign and return the LPA-INDOT Grant Agreement no later than two (2) months from the date of this award letter. Signatures cannot be over 30 days old once it reaches the INDOT LPA/MPO Division Office located in Indianapolis. Failure to meet this will result in forfeiture of your funds.
• Once all documentation listed above is received, reviewed, and contracts fully executed INDOT will transfer the agreed upon contract amount into your account.

The Community Crossings Matching Grant Funds, which are administered by INDOT, will be used for funding up to 50 percent of the construction of your project or the purchase of materials. These grant dollars will enable you to help build and improve Indiana's infrastructure.

If you have any questions, please contact Katherine Adams, (812) 524-3969 or kadams@indot.in.gov.

The state of Indiana looks forward to partnering with all Hoosier communities, both urban and rural, to invest in road and bridge infrastructure projects. Improvement to local roads and bridges will bring about economic development, create jobs, and strengthen local transportation networks for all of Indiana.

Sincerely,

Kathy Eaton-McKalip

Director of Local Programs
Indiana Department of Transportation



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 -  
12/24/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>				
<b>Department 01 - Animal Shelter</b>				
<b>Program 010000 - Main</b>				
<b>Account 52210 - Institutional Supplies</b>				
3278 - Boehringer Ingelheim Animal Health (Merial, INC)	01-anitbiotics		12/24/2020	124.56
313 - Fastenal Company	01-laundry soap		12/24/2020	72.99
313 - Fastenal Company	01-toilet tissues, handwash, batteries,		12/24/2020	156.83
313 - Fastenal Company	01-tissue, cable tie, napkins, mop head, trash bags		12/24/2020	598.11
4586 - Hill's Pet Nutrition Sales, INC	01-cat and dog food		12/24/2020	166.04
4586 - Hill's Pet Nutrition Sales, INC	01-cat and dog food		12/24/2020	202.40
4633 - Midwest Veterinary Supply, INC	01-vet supplies		12/24/2020	1.85
4633 - Midwest Veterinary Supply, INC	01-flea comb		12/24/2020	5.36
4633 - Midwest Veterinary Supply, INC	01-vinyl gloves		12/24/2020	24.72
4633 - Midwest Veterinary Supply, INC	01-muzzles		12/24/2020	43.64
4633 - Midwest Veterinary Supply, INC	01-Meds		12/24/2020	77.30
4633 - Midwest Veterinary Supply, INC	01-rescue ss ball valve nozzle		12/24/2020	81.15
4633 - Midwest Veterinary Supply, INC	01-pain meds		12/24/2020	104.64
4633 - Midwest Veterinary Supply, INC	01-vinyl gloves		12/24/2020	176.46
4633 - Midwest Veterinary Supply, INC	01-supportive therapy, antibiotics and vet supplies		12/24/2020	799.36



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

4633 - Midwest Veterinary Supply, INC	01-antiparasite treatment	12/24/2020	2,812.32
4137 - Patterson Veterinary Supply, INC	01-vinyl gloves	12/24/2020	35.80
4137 - Patterson Veterinary Supply, INC	01-Antibiotics & Vet Products	12/24/2020	271.34
4666 - Zoetis, INC	01-vaccines and antibiotics	12/24/2020	182.00
4666 - Zoetis, INC	01-vaccines, antibiotics	12/24/2020	243.26
4666 - Zoetis, INC	01-vaccines, antibiotics	12/24/2020	637.68
4666 - Zoetis, INC	01-vaccines, antibiotics	12/24/2020	832.67
4574 - John Deere Financial (Rural King)	01-laundry soap	12/24/2020	9.98
4574 - John Deere Financial (Rural King)	01-litter	12/24/2020	299.50
4574 - John Deere Financial (Rural King)	01-litter	12/24/2020	299.50
4574 - John Deere Financial (Rural King)	01-Litter	12/24/2020	299.50
<b>Account 52210 - Institutional Supplies Totals</b>		Invoice 26 Transactions	\$8,558.96
<b>Account 52310 - Building Materials and Supplies</b>			
4136 - C. Specialties, INC	01-leashes and a stretcher	12/24/2020	373.60
394 - Kleindorfer Hardware & Variety	01-drain ring	12/24/2020	29.49
<b>Account 52310 - Building Materials and Supplies Totals</b>		Invoice 2 Transactions	\$403.09
<b>Account 53130 - Medical</b>			
175 - Monroe County Humane Association, INC	01-vet services	12/24/2020	195.00
175 - Monroe County Humane Association, INC	01-vet services	12/24/2020	268.98
175 - Monroe County Humane Association, INC	01-vet services	12/24/2020	872.00



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

54639 - Shake Veterinary Services, INC (Town & Country Vet	01-surgeries and diagnostics	12/24/2020	330.40
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-surgeries and diagnostics	12/24/2020	333.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-surgeries and diagnostics	12/24/2020	1,251.53
	Account <b>53130 - Medical</b> Totals	Invoice 6	<hr/> \$3,251.41
		Transactions	
<b>Account 53310 - Printing</b>			
8002 - Safeguard Business Systems, INC	donation "Thank You" cards	12/24/2020	136.64
	Account <b>53310 - Printing</b> Totals	Invoice 1	<hr/> \$136.64
		Transactions	
<b>Account 53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill - November 2020	12/09/2020	474.90
	Account <b>53530 - Water and Sewer</b> Totals	Invoice 1	<hr/> \$474.90
		Transactions	
<b>Account 53540 - Natural Gas</b>			
222 - Vectren	19-ACC-gas bill 11/3-12/2/20	12/15/2020	449.44
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity- October 2020 management fee	12/24/2020	858.86
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity- November 2020 management fee	12/24/2020	784.49
	Account <b>53540 - Natural Gas</b> Totals	Invoice 3	<hr/> \$2,092.79
		Transactions	
<b>Account 53990 - Other Services and Charges</b>			
231 - IU Health OCC Health Services	01-hearing test	12/24/2020	34.00
231 - IU Health OCC Health Services	01-hearing tests	12/24/2020	442.00
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2	<hr/> \$476.00
		Transactions	
	Program <b>010000 - Main</b> Totals	Invoice 41	<hr/> \$15,393.79
		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Department <b>01 - Animal Shelter</b> Totals		Invoice 41	\$15,393.79
		Transactions	
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
501 - Karl Clark (KC Designs)	02-Office Envelopes	12/24/2020	60.00
6530 - Office Depot, INC	02-Sheet Protectors for PW	12/24/2020	37.98
6530 - Office Depot, INC	02-Deskpad, tape, notepads, pens for PW	12/24/2020	66.73
Account <b>52110 - Office Supplies</b> Totals		Invoice 3	\$164.71
		Transactions	
Account <b>53210 - Telephone</b>			
1079 - AT&T	02-Radio circuits-phone charges 10/29-11/28/20	12/09/2020	180.64
7608 - Melissa Hirtzel	02 COVID-19 Reimbursement Phone Use PW Admin Staff	12/24/2020	400.00
7611 - April Rosenberger	02-Reimbursement for Phone Usage for PW Admin	12/24/2020	400.00
Account <b>53210 - Telephone</b> Totals		Invoice 3	\$980.64
		Transactions	
Account <b>53320 - Advertising</b>			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	02-Annual Herald-Times Subscription for PW Admin	12/24/2020	249.60
Account <b>53320 - Advertising</b> Totals		Invoice 1	\$249.60
		Transactions	
Account <b>53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	02-Annual Membership to ICMA for Nate Nickel	12/24/2020	150.00
Account <b>53910 - Dues and Subscriptions</b> Totals		Invoice 1	\$150.00
		Transactions	
Account <b>53990 - Other Services and Charges</b>			





# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

205 - City Of Bloomington	02-PC Reim-Mo Co Rec/Auditor-Exchange of property	12/24/2020	35.00
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	02-Recover Forward Sidewalk Project Public Notice	12/24/2020	126.26
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 2	<u>\$161.26</u>
Program <b>020000 - Main Totals</b>		Transactions	
		Invoice 10	<u>\$1,706.21</u>
Department <b>02 - Public Works Totals</b>		Transactions	
		Invoice 10	<u>\$1,706.21</u>
		Transactions	
 <b>Department 04 - Economic &amp; Sustainable Dev</b>			
 Program <b>040000 - Main</b>			
 Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	04-paper, kraft, 40#	12/24/2020	71.19
6530 - Office Depot, INC	04-bubble wrap	12/24/2020	22.59
<b>Account 52110 - Office Supplies Totals</b>		Invoice 2	<u>\$93.78</u>
		Transactions	
 Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>			
7569 - Atina Diffley (Organic Farming Works LLC)	04 - Food Safety Training	12/24/2020	300.00
7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment (50% of total)	12/24/2020	8,178.25
7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment (50% of total)	12/24/2020	8,178.25
7204 - Purdue University	04 - Produce Safety Alliance Training - Monroe County Growers	12/24/2020	3,700.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>		Invoice 4	<u>\$20,356.50</u>
		Transactions	
 Account <b>53230 - Travel</b>			
7357 - Rachel Beyer (Employee)	04 - Travel to Argus Farm Stop Training	12/24/2020	467.03
7357 - Rachel Beyer (Employee)	04 - Mileage Reimbursement for the Year Per Contract	12/24/2020	197.57



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

		Account <b>53230 - Travel</b> Totals	Invoice 2 Transactions	\$664.60
<hr/>				
<b>Account 53910 - Dues and Subscriptions</b>				
3560 - First Financial Bank / Credit Cards	04 - 2020 HootSuite Monthly Subscription (ESD)		12/15/2020	5.99
3560 - First Financial Bank / Credit Cards	04 - 2020 GoDaddy.com Monthly Subscription (ESD)		12/15/2020	6.99
53442 - Paragon Micro, INC	04 - Monthly Power BI allocated subscription (ESD)		12/24/2020	18.32
7080 - Urban Sustainability Directors Network	04 - USDN 2021 Member Dues		12/24/2020	1,800.00
		Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 4 Transactions	\$1,831.30
<hr/>				
<b>Account 53970 - Mayor's Promotion of Business</b>				
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments		12/24/2020	419.40
905 - Convention And Visitors Bureau Of Monroe County	04 - Entrepreneurship and Business Development Support		12/24/2020	2,000.00
7597 - Jade Council	04 - Bob Ross Utility Box - Public Art		12/24/2020	300.00
		Account <b>53970 - Mayor's Promotion of Business</b> Totals	Invoice 3 Transactions	\$2,719.40
<hr/>				
<b>Account 53990 - Other Services and Charges</b>				
3560 - First Financial Bank / Credit Cards	04 - Federal Focus event at the Chamber - Crowley		12/15/2020	10.00
6515 - Green Camino, INC	04 - Monthly Composting Services (City, CBU, Transit)		12/24/2020	240.00
		Account <b>53990 - Other Services and Charges</b> Totals	Invoice 2 Transactions	\$250.00
<hr/>				
		Program <b>040000 - Main</b> Totals	Invoice 17 Transactions	\$25,915.58
<hr/>				
<b>Program 04RCVR - Recover Foward</b>				
<b>Account 53960 - Grants</b>				
230 - South Central Community Action Program INC	04 - Grant to SCCAP for Weatherization Grant		12/24/2020	100,000.00



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Account <b>53960 - Grants</b> Totals	Invoice 1	\$100,000.00
	Transactions	
Program <b>04RCVR - Recover Foward</b> Totals	Invoice 1	\$100,000.00
	Transactions	
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals	Invoice 18	\$125,915.58
	Transactions	

Department **05 - Common Council**

Program **050000 - Main**

Account **52410 - Books**

3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges - 11/1-11/30/20	12/24/2020	204.18
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Account <b>52410 - Books</b> Totals	Invoice 1	\$204.18
	Transactions	

Account **53910 - Dues and Subscriptions**

3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-11/1-11/30/20	12/24/2020	340.78
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Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$340.78
	Transactions	

Program <b>050000 - Main</b> Totals	Invoice 2	\$544.96
	Transactions	

Department <b>05 - Common Council</b> Totals	Invoice 2	\$544.96
	Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	06-Markers and calculator ribbons	12/24/2020	18.95
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Account <b>52110 - Office Supplies</b> Totals	Invoice 1	\$18.95
	Transactions	

Account **53160 - Instruction**

3913 - Indiana League Of Municipal Clerks & Treasurers	06-2020 ILMCT Fall Meeting-Kevin Curran	12/24/2020	25.00
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# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

	Account <b>53160 - Instruction</b> Totals	Invoice 1 Transactions	\$25.00
<b>Account 53320 - Advertising</b>			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	06-Public Notice Billings for additional appropriations	12/24/2020	72.87
	Account <b>53320 - Advertising</b> Totals	Invoice 1 Transactions	\$72.87
<b>Account 53640 - Hardware and Software Maintenance</b>			
3560 - First Financial Bank / Credit Cards	06- CFS tax software	12/15/2020	306.50
	Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 1 Transactions	\$306.50
<b>Account 53910 - Dues and Subscriptions</b>			
3560 - First Financial Bank / Credit Cards	06-ISM 2021 Membership dues for Julie Martindale	12/24/2020	190.00
3560 - First Financial Bank / Credit Cards	06-NIGP 2021 Membership Dues for Julie Martindale	12/24/2020	190.00
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 2 Transactions	\$380.00
<b>Account 53990 - Other Services and Charges</b>			
5648 - Reedy Financial Group, PC	06- Financial Planning Prep	12/24/2020	8,659.17
5648 - Reedy Financial Group, PC	06 Financial Service TIF	12/24/2020	4,832.50
5444 - Tyler Technologies, INC	06-Energov Community Development Software	12/24/2020	525.00
5444 - Tyler Technologies, INC	06-Energov Community Development Software	12/24/2020	1,793.75
5444 - Tyler Technologies, INC	06-Energov Community Development Software	12/24/2020	2,318.75
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 5 Transactions	\$18,129.17
	Program <b>060000 - Main</b> Totals	Invoice 11 Transactions	\$18,932.49
	Department <b>06 - Controller's Office</b> Totals	Invoice 11 Transactions	\$18,932.49



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

7956 - Beverly Calendar Anderson	09-reimbursement for ink purchased at Office Depot	12/24/2020	61.78
8002 - Safeguard Business Systems, INC	09-CFRD envelopes-2,500	12/24/2020	250.52
5819 - Synchrony Bank	09-portable wireless doorbell	12/24/2020	20.98
Account <b>52110 - Office Supplies</b> Totals		Invoice 3 Transactions	\$333.28

Account **52420 - Other Supplies**

4413 - Constant Contact	09-CFRD Annual; subscription renewal for Jan-Dec 2021	12/24/2020	840.00
Account <b>52420 - Other Supplies</b> Totals		Invoice 1 Transactions	\$840.00

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	09-Measurable Equity 2020 Conference - Registration for BCA	12/15/2020	194.71
Account <b>53160 - Instruction</b> Totals		Invoice 1 Transactions	\$194.71

Account **53960 - Grants**

199 - Monroe County Government	09-Operation of Covid-19 testing site in Monroe County	12/24/2020	100,000.00
5849 - Wheeler Mission Ministries, INC	09-Winter Women's Shelter-11/20-3/31/21	12/24/2020	54,250.50
Account <b>53960 - Grants</b> Totals		Invoice 2 Transactions	\$154,250.50
Program <b>090000 - Main</b> Totals		Invoice 7 Transactions	\$155,618.49
Department <b>09 - CFRD</b> Totals		Invoice 7 Transactions	\$155,618.49

Department **10 - Legal**



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Program **100000 - Main**

Account **52410 - Books**

3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges - 11/1-11/30/20	12/24/2020	996.95
	Account <b>52410 - Books</b> Totals	Invoice 1	\$996.95
		Transactions	

Account **53120 - Special Legal Services**

3560 - First Financial Bank / Credit Cards	10-recording fees-waivers-11/13/20-inc. processing fee	12/15/2020	78.50
3560 - First Financial Bank / Credit Cards	10-trademark registration-inc. processing fee	12/15/2020	11.00
330 - Ice Miller, LLP	10-legal services-New Hope parcels-Matter #000940.00135	12/24/2020	7,500.00
50587 - Barnes & Thornburg LLP	10-general municipal advice-October 2020	12/24/2020	979.00
7107 - Jawn J Bauer (Bauer & Densford)	10-Jones & McCracken-10/27-12/3/20	12/24/2020	1,398.50
4571 - BCA Environmental Consultants, LLC	10-Midland IDEM Coord. & Plan-10/13-10/30/20	12/24/2020	1,633.25
4571 - BCA Environmental Consultants, LLC	10-Midland IDEM Coord. & Plan-11/2-11/24/20	12/24/2020	2,218.00
7258 - Shirley A Daugherty (Daugherty & Associates, LLC)	10- legal service K. Leech -Inv. date 12/3/2020	12/24/2020	1,902.75
	Account <b>53120 - Special Legal Services</b> Totals	Invoice 8	\$15,721.00
		Transactions	

Account **53910 - Dues and Subscriptions**

3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-11/1-11/30/20	12/24/2020	1,363.09
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	\$1,363.09
		Transactions	
	Program <b>100000 - Main</b> Totals	Invoice 10	\$18,081.04
		Transactions	

Program **101000 - Human Rights**

Account **53990 - Other Services and Charges**



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

205 - City Of Bloomington

10-sponsorship donation-2021 MLK bday celebration 10045	12/24/2020	200.00
<b>Account 53990 - Other Services and Charges Totals</b>	Invoice 1	<u>\$200.00</u>
	Transactions	
<b>Program 101000 - Human Rights Totals</b>	Invoice 1	<u>\$200.00</u>
	Transactions	
<b>Department 10 - Legal Totals</b>	Invoice 11	<u>\$18,281.04</u>
	Transactions	

Department 11 - Mayor's Office

Program 110000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC

11-certificates, letter paper for boards/commissions	12/24/2020	55.51
<b>Account 52110 - Office Supplies Totals</b>	Invoice 1	<u>\$55.51</u>
	Transactions	

Account 52420 - Other Supplies

3560 - First Financial Bank / Credit Cards

11-leaf bags, tape for innovation pilot	12/15/2020	68.70
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3560 - First Financial Bank / Credit Cards

11-leaf bags for innovation pilot	12/15/2020	67.89
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3560 - First Financial Bank / Credit Cards

11-refund on leaf bags for innovation pilot	12/15/2020	(50.37)
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5819 - Synchrony Bank

11-tagging attachments for masks (board/commissions, employees)	12/24/2020	9.90
<b>Account 52420 - Other Supplies Totals</b>	Invoice 4	<u>\$96.12</u>
	Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

6428 - Kelly M Boatman (Core Projective, LLC)

11-project management OOTM December	12/24/2020	2,167.50
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<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>	Invoice 1	<u>\$2,167.50</u>
	Transactions	

Account 53320 - Advertising

50706 - Bloomington Magazine, INC (Bloom Magazine)

11-ad on Bloom website Dec/Jan	12/24/2020	240.00
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# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

50706 - Bloomington Magazine, INC (Bloom Magazine)	11-ad in Bloom Dec/Jan issue	12/24/2020	1,134.00
	Account <b>53320 - Advertising</b> Totals	Invoice 2 Transactions	\$1,374.00
<b>Account 53960 - Grants</b>			
3560 - First Financial Bank / Credit Cards	11-masks for board/commission members, COB staff	12/15/2020	5,750.00
3560 - First Financial Bank / Credit Cards	11-hang tags for masks (board/commission and COB employees)	12/15/2020	134.04
	Account <b>53960 - Grants</b> Totals	Invoice 2 Transactions	\$5,884.04
<b>Account 53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 11/5	12/15/2020	7.50
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 11/9	12/15/2020	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 11/12	12/15/2020	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 11/16	12/15/2020	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 11/19	12/15/2020	6.25
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 11/23	12/15/2020	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 11/25	12/15/2020	5.00
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 12/3	12/24/2020	18.75
3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 12/7	12/24/2020	6.25
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 9 Transactions	\$63.75
	Program <b>110000 - Main</b> Totals	Invoice 19 Transactions	\$9,640.92
	Department <b>11 - Mayor's Office</b> Totals	Invoice 19 Transactions	\$9,640.92
<b>Department 12 - Human Resources</b>			





# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

**Program 120000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	12-post it notes, binder clips, batteries	12/24/2020	109.09
6530 - Office Depot, INC	12-2021 calendar	12/24/2020	53.97
6530 - Office Depot, INC	12-2021 calendar	12/24/2020	41.98
6530 - Office Depot, INC	12-pens	12/24/2020	10.97
<b>Account 52110 - Office Supplies Totals</b>		Invoice 4 Transactions	\$216.01

**Account 53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12-Job Advertisement \$172.72	12/24/2020	172.72
<b>Account 53320 - Advertising Totals</b>		Invoice 1 Transactions	\$172.72

**Account 53990 - Other Services and Charges**

7268 - Raftelis Financial Consultants, INC	12-Org Assessment OOTM/Board and Commissions \$2676.00	12/24/2020	2,676.00
7268 - Raftelis Financial Consultants, INC	12-Org Assessment HAND/ESD \$2107.50	12/24/2020	2,107.50
5829 - Wow Catering and Events, INC (Terry's Catering)	12-Employee Appreciation Box Lunch \$4,985.50	12/24/2020	4,985.50
<b>Account 53990 - Other Services and Charges Totals</b>		Invoice 3 Transactions	\$9,769.00
<b>Program 120000 - Main Totals</b>		Invoice 8 Transactions	\$10,157.73
<b>Department 12 - Human Resources Totals</b>		Invoice 8 Transactions	\$10,157.73

**Department 13 - Planning**

**Program 130000 - Main**

**Account 52420 - Other Supplies**



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

5819 - Synchrony Bank	13-Otterbox case iPhone (for Patrick Dierkes)	12/24/2020	43.58
	Account <b>52420 - Other Supplies</b> Totals	Invoice 1	<u>\$43.58</u>
		Transactions	
<b>Account 53320 - Advertising</b>			
3560 - First Financial Bank / Credit Cards	13-P&T Asst. Director job posting (Scott's card #3542)	12/15/2020	295.00
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13-Legal publication_Ads #905559, #904521, #910053, #910054	12/24/2020	348.12
	Account <b>53320 - Advertising</b> Totals	Invoice 2	<u>\$643.12</u>
		Transactions	
<b>Account 53910 - Dues and Subscriptions</b>			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13-Newspaper subscription (1 year)--2021	12/24/2020	249.60
	Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 1	<u>\$249.60</u>
		Transactions	
<b>Account 53960 - Grants</b>			
6590 - Artisan Alley, LTD	13-2020 Recipient of Local Motion Grant (Awarded by BPSC)	12/24/2020	990.00
671 - Bloomington Montessori Association	13-2020 Recipient of Local Motion Grant (Awarded by BPSC)	12/24/2020	1,410.00
	Account <b>53960 - Grants</b> Totals	Invoice 2	<u>\$2,400.00</u>
		Transactions	
<b>Account 53990 - Other Services and Charges</b>			
3560 - First Financial Bank / Credit Cards	13-ESRI story maps for the UDO/zoning information	12/15/2020	100.00
4898 - Oman Systems, INC	13-BidTabs Subscription	12/24/2020	1,320.00
53442 - Paragon Micro, INC	(2)Renewals_Engineering		
	13-Blue Beam License-Patrick D	12/24/2020	830.98
53442 - Paragon Micro, INC	_Maint&Support_Adobe Acrobat Pro		
	13-Creative Cloud-team licensing (#12 license total)	12/24/2020	11,231.88
53442 - Paragon Micro, INC	13-Adobe Acrobat Pro 2020 License (1yr)_for Roy Aten	12/24/2020	404.99
53442 - Paragon Micro, INC	13-Bluebeam Standard License+Standard Maint & Support (Neil)	12/24/2020	448.00



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

5409 - VS Engineering, INC	13-On Call Engineering Services-period ending 10/31/20	BC 2020-10	12/24/2020	20,244.00
53442 - Paragon Micro, INC	28-CapR partial laptop replacement-split w/P&T-R. Aten		12/24/2020	1,454.99
7053 - BlueBeam, INC	13-Blue Beam Studio Prime(prorated sub. to match SN 1521330)8/21		12/24/2020	1,755.00
4945 - Eco-Counter, INC	13-(8) Battery packs (QUOTE D-062308)		12/24/2020	925.00
<b>Account 53990 - Other Services and Charges Totals</b>			Invoice 10 Transactions	<u>\$38,714.84</u>
<b>Program 130000 - Main Totals</b>			Invoice 16 Transactions	<u>\$42,051.14</u>
<b>Department 13 - Planning Totals</b>			Invoice 16 Transactions	<u>\$42,051.14</u>

## Department 19 - Facilities Maintenance

### Program 190000 - Main

#### Account 52310 - Building Materials and Supplies

4574 - John Deere Financial (Rural King)	19-wet/dry vac		12/24/2020	39.98
4574 - John Deere Financial (Rural King)	19-wet/dry vac for Russell's truck		12/24/2020	39.98
4574 - John Deere Financial (Rural King)	19-trash bags, shop rags, lawn/leaf bags		12/24/2020	60.53
3733 - BlueTarp Financial, INC (Northern Tool)	19-Disposable Face Masks and Disposable Gloves		12/24/2020	1,228.00
138 - Gooldy & Sons, INC	19-T&S Brass Deck Mount Lavatory Faucet		12/24/2020	130.00
138 - Gooldy & Sons, INC	19-T&S Brass Faucet Assembly Kit		12/24/2020	200.00
177 - Indiana Oxygen Company, INC	19-cylinder rental- Small Acetylene, Small HP		12/24/2020	35.34
394 - Kleindorfer Hardware & Variety	19-6) 1g metal box, 2 ushape & Lshape for City Facilities		12/24/2020	19.50
394 - Kleindorfer Hardware & Variety	19-2sfty glasses,3 rollers,4 foam rollers, screws,crn brace, kit		12/24/2020	45.43
2974 - MacAllister Machinery Co, INC	19-Lift Rental for Window Cleaning & Installation		12/24/2020	1,081.00



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

53005 - Menards, INC	19-AA batteries at City Hall Facilities		12/24/2020	7.47
53005 - Menards, INC	19-AAA batteries for City Hall Facilities		12/24/2020	16.88
53005 - Menards, INC	19-Glad lock sandwich bags at City Hall Facilities		12/24/2020	22.68
53005 - Menards, INC	19-4' Lt Full Wrap at City Hall Facilities		12/24/2020	49.97
53005 - Menards, INC	19-20 amp 1-pole breaker & 100 amp 2-pole breaker Facilities		12/24/2020	54.15
53005 - Menards, INC	19-Anitbacterial wipes at City Hall Facilities		12/24/2020	69.80
53005 - Menards, INC	19-kitchen faucets trifold Saw w/blade, Clean cut wipes		12/24/2020	412.79
53005 - Menards, INC	19-Delta tub/shower repl knob		12/24/2020	11.97
53005 - Menards, INC	19-Return of Emmet 2H Faucet & Pull Down Kitchen Faucet		12/24/2020	(368.95)
<b>Account 52310 - Building Materials and Supplies Totals</b>			Invoice 19 Transactions	<u>\$3,156.52</u>
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - November 2020		12/09/2020	686.61
208 - City Of Bloomington Utilities	19-Graffiti Team-Temp Mtr-water/sewer bill-November 2020		12/09/2020	15.48
<b>Account 53530 - Water and Sewer Totals</b>			Invoice 2 Transactions	<u>\$702.09</u>
<b>Account 53610 - Building Repairs</b>				
912 - Central Security Systems, INC	19-Com Mon W/ Test 1/1/21-3/31/21 @ City Hall		12/24/2020	150.00
321 - Harrell Fish, INC (HFI)	19-SA Quarterly Planned Maintenance Billing for City Hall	BC 2019-23	12/24/2020	1,968.00
7402 - Nature's Way, INC	19-SA Monthly Pest Control at City Hall	BC 2019-122	12/24/2020	353.43
227 - Otis Elevator Company	19-Maintenance Agreement for Elevator at City Hall		12/24/2020	8,192.28
227 - Otis Elevator Company	19-Inspection Service for Elevator at City Hall		12/24/2020	202.20



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-59	12/24/2020	15,652.24
	Account <b>53610 - Building Repairs</b> Totals		Invoice 6 Transactions	<u>\$26,518.15</u>
Account <b>53990 - Other Services and Charges</b>				
60 - Monroe County Solid Waste Management District	19-DisposalNon PCB Ballast,Fluorescent Tubes,Alkaline LithiumION		12/24/2020	101.28
	Account <b>53990 - Other Services and Charges</b> Totals		Invoice 1 Transactions	<u>\$101.28</u>
	Program <b>190000 - Main</b> Totals		Invoice 28 Transactions	<u>\$30,478.04</u>
	Department <b>19 - Facilities Maintenance</b> Totals		Invoice 28 Transactions	<u>\$30,478.04</u>
Department <b>28 - ITS</b>				
Program <b>280000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
3560 - First Financial Bank / Credit Cards	28 - Adhesive barcode labels		12/15/2020	463.50
394 - Kleindorfer Hardware & Variety	28 - Filing cabinet keys copied (3)		12/24/2020	4.50
6530 - Office Depot, INC	28-tape measure		12/24/2020	12.59
2895 - Rapid Reproductions, INC	28 - Canon Pro 4100S Plotter & ink cartridges		12/24/2020	2,206.80
	Account <b>52420 - Other Supplies</b> Totals		Invoice 4 Transactions	<u>\$2,687.39</u>
Account <b>53160 - Instruction</b>				
8315 - Indiana Geographic Information Council, INC	28 - Making Better Maps course - M. Stier		12/24/2020	672.00
	Account <b>53160 - Instruction</b> Totals		Invoice 1 Transactions	<u>\$672.00</u>
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b>				
5534 - Presidio Holdings, INC	28-CITYB011 PhySec Chamber's Add SDI Converter-AV-Tech Eng		12/24/2020	405.00



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

5534 - Presidio Holdings, INC	28-AV - Bloomington Chamber SDI- Web USB Presenter	12/24/2020	617.35
5534 - Presidio Holdings, INC	28-CITYB011 PhySec-Chambers-Wireless Touch Panel-Proj Closure	12/24/2020	3,780.00
6348 - SwovaTech, INC	28 - Reversions: GIS Application Design & Support-Python Scripts	12/24/2020	2,000.00
<b>Account 53170 - Mgt. Fee, Consultants, and Workshops Totals</b>			<b>Invoice 4</b>
			<b>\$6,802.35</b>
			<b>Transactions</b>

**Account 53310 - Printing**

3892 - Midwest Color Printing, INC	28-M. Freeman-250 business cards	12/24/2020	41.50
<b>Account 53310 - Printing Totals</b>			<b>Invoice 1</b>
			<b>\$41.50</b>
			<b>Transactions</b>

**Account 53640 - Hardware and Software Maintenance**

5534 - Presidio Holdings, INC	28-CITYB011 PhySec-Lenel Software Support-Proj. Closure	12/24/2020	1,579.50
3989 - Ricoh USA, INC	28-CH/off site fac.-copier maintenance - 9/17-10/16/20	12/24/2020	1,709.23
3989 - Ricoh USA, INC	28-CH/off site fac.-copier maintenance - 10/17-11/16/20	12/24/2020	1,151.43
5444 - Tyler Technologies, INC	28 - New World System annual renewal_ITS portion	12/24/2020	30,292.97
5444 - Tyler Technologies, INC	28 - New World System patching Nov. 16-19, 2020_Utilites split	12/24/2020	1,250.00
5444 - Tyler Technologies, INC	28 - Socrata Open Perform. Cloud contract 12/1/2020-11/30/2023	12/24/2020	81,000.00
<b>Account 53640 - Hardware and Software Maintenance Totals</b>			<b>Invoice 6</b>
			<b>\$116,983.13</b>
			<b>Transactions</b>

**Account 53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	28-Squarespace domain charge_bloomingtonrevealed.com-11/20-	12/15/2020	20.00
3560 - First Financial Bank / Credit Cards	28-Zoom Standard Biz Annual proration- 11/13/20-5/19/21	12/15/2020	308.89
3560 - First Financial Bank / Credit Cards	28-500 mtg participants-monthly & cloud storage-10/20-11/19/20	12/15/2020	230.00
3560 - First Financial Bank / Credit Cards	28-Submittable monthly subscription-11/27-12/27/20	12/15/2020	119.00



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

3560 - First Financial Bank / Credit Cards	28 - Google Cloud Nov 1-30, 2020	12/15/2020	7.65
8315 - Indiana Geographic Information Council, INC	28 - Annual memberships: L. Haley, R. Creek, M. Stier	12/24/2020	450.00
53442 - Paragon Micro, INC	28 - Fujitsu scanner and Adobe Acrobat Pro	12/24/2020	404.99
53442 - Paragon Micro, INC	FIRE CARES		
53442 - Paragon Micro, INC	28 - Adobe Creative Cloud	12/24/2020	701.99
53442 - Paragon Micro, INC	28-scanner, CARES Adobe Acrobat Pro	12/24/2020	404.99
53442 - Paragon Micro, INC	28 - HP LaserJet Pro MFP M227fdw	12/24/2020	1,214.97
53442 - Paragon Micro, INC	(4)/Adobe Acrobat Pro (3)		
53442 - Paragon Micro, INC	28 - Dell laptop, accessories, three Adobe licenses_Legal dept	12/24/2020	1,214.97
5786 - Promevo, LLC	28 - Google Drive Storage Monthly	12/24/2020	128.50
	Subscription-Nov 2020		
4622 - SurveyMonkey, INC	28 - Enterprise - Power User Bundle	12/24/2020	7,000.00

Account <b>53910 - Dues and Subscriptions</b> Totals	Invoice 13	\$12,205.95
	Transactions	

**Account 54420 - Purchase of Equipment**

50972 - CDW, LLC	28 - Headset w/ mic for Clerk's office - CARES purchase	12/24/2020	137.81
53442 - Paragon Micro, INC	28-Logitech Wireless Combo MK750	12/24/2020	88.99
53442 - Paragon Micro, INC	28 - 6 monitors, 2 laptops, 2 docks, 2 cases	12/24/2020	4,594.94
53442 - Paragon Micro, INC	OOTC CARES		
53442 - Paragon Micro, INC	28 - Dell Latitude 5510 laptop & accessories	12/24/2020	1,937.97
53442 - Paragon Micro, INC	CFRD CARES		
53442 - Paragon Micro, INC	28 - Four Dell Latitude 5510 laptops for Public Works_CARES	12/24/2020	6,399.96
53442 - Paragon Micro, INC	28 - 6 laptops, 5 docks, 6 cases for ITS staff	12/24/2020	15,464.83
53442 - Paragon Micro, INC	28 - Two monitors, dock, keyboard/mouse	12/24/2020	852.47
53442 - Paragon Micro, INC	Clerk CARES		
53442 - Paragon Micro, INC	28 - Dell 22" monitor and Thunderbolt dock	12/24/2020	388.49
53442 - Paragon Micro, INC	CARES OOTM		
53442 - Paragon Micro, INC	28 - Laptop, monitor, case HR CARES	12/24/2020	1,769.48



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

53442 - Paragon Micro, INC	28 - Fujitsu scanner and Adobe Acrobat Pro FIRE CARES	12/24/2020	684.99
53442 - Paragon Micro, INC	28-Planing-3 laptops/3 briefcases, monitor, webcam	12/24/2020	6,289.42
53442 - Paragon Micro, INC	28-5 laptops, 4 docks, 2 webcams	12/24/2020	9,145.89
53442 - Paragon Micro, INC	28 - Dell Pro Slim Briefcases 15 (6)	12/24/2020	179.94
53442 - Paragon Micro, INC	28 - Eaton 3S - UPS - AC 120 V - 330 Watt (15)	12/24/2020	974.85
53442 - Paragon Micro, INC	28-scanner, Adobe Acrobat Pro	12/24/2020	1,089.98
53442 - Paragon Micro, INC	28 - 4 Dell monitors, 2 Acer monitors	12/24/2020	1,687.94
53442 - Paragon Micro, INC	28 - Laptop, dock, case, 2 monitors, webcam HAND CARES	12/24/2020	4,473.38
53442 - Paragon Micro, INC	28 - Poly Soundstation2 EX (8)/microphones (6)	12/24/2020	4,293.86
53442 - Paragon Micro, INC	28 - CARES Act Dell P2217 - LED monitor - 22"	12/24/2020	139.50
53442 - Paragon Micro, INC	28 - CARES Act - DNA - Widescreen HD Video Webcam	12/24/2020	749.90
53442 - Paragon Micro, INC	28-scanner, CARES Adobe Acrobat Pro	12/24/2020	684.99
53442 - Paragon Micro, INC	28 - HP LaserJet Pro MFP M227fdw (4)/Adobe Acrobat Pro (3)	12/24/2020	1,059.96
53442 - Paragon Micro, INC	28 - Dell laptop, accessories, three Adobe licenses_Legal dept	12/24/2020	2,281.46
5819 - Synchrony Bank	28 - 20 pack of 32GB USB drives	12/24/2020	60.98

Account <b>54420 - Purchase of Equipment</b> Totals	Invoice 24	\$65,431.98
	Transactions	
Program <b>280000 - Main</b> Totals	Invoice 53	\$204,824.30
	Transactions	
Department <b>28 - ITS</b> Totals	Invoice 53	\$204,824.30
	Transactions	
Fund <b>101 - General Fund (S0101)</b> Totals	Invoice 224	\$633,544.69
	Transactions	

Fund **249 - Grants Non Approp**





# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Department **04 - Economic & Sustainable Dev**

Program **G17018 - Bloomington Wide Brownfields**

Account **53170 - Mgt. Fee, Consultants, and Workshops**

4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	12/24/2020	6,755.60
Account <b>53170 - Mgt. Fee, Consultants, and Workshops</b> Totals		Invoice 1 Transactions	<u>\$6,755.60</u>
Program <b>G17018 - Bloomington Wide Brownfields</b> Totals		Invoice 1 Transactions	<u>\$6,755.60</u>

Program **G19007 - 2019 Ind Arts Commission BEAD**

Account **53960 - Grants**

5684 - Sean M Starowitz	04 - Reimbursement for UHAUL Rental for Paper Pavilions Exhibit	12/24/2020	78.74
Account <b>53960 - Grants</b> Totals		Invoice 1 Transactions	<u>\$78.74</u>
Program <b>G19007 - 2019 Ind Arts Commission BEAD</b> Totals		Invoice 1 Transactions	<u>\$78.74</u>
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		Invoice 2 Transactions	<u>\$6,834.34</u>

Department **06 - Controller's Office**

Program **G19014 - IU Health Range Rd Reconst**

Account **54510 - Other Capital Outlays**

399 - American Structurepoint, INC	13-East Discovery Parkway-design services 9/1-9/30/20	BC 2020-42	12/24/2020	7,739.00
399 - American Structurepoint, INC	13-East Discovery Parkway-design services 10/1-10/31/20	BC 2020-42	12/24/2020	7,272.25
Account <b>54510 - Other Capital Outlays</b> Totals		Invoice 2 Transactions	<u>\$15,011.25</u>	
Program <b>G19014 - IU Health Range Rd Reconst</b> Totals		Invoice 2 Transactions	<u>\$15,011.25</u>	
Department <b>06 - Controller's Office</b> Totals		Invoice 2 Transactions	<u>\$15,011.25</u>	



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

	Fund 249 - Grants Non Approp Totals	Invoice 4 Transactions	\$21,845.59
Fund 270 - CC Jack Hopkins NR17-42 (S0011)			
Department 05 - Common Council			
Program 050000 - Main			
Account 53960 - Grants			
5665 - Backline (All Options Pregnancy)	15-JH20-diapers & wipes-10/28-11/14/20	12/24/2020	1,877.79
7033 - Courage to Change Sober Living, INC	15-JH20-Rent assistance-12/7 & 12/8/20-Final Invoice	12/24/2020	1,000.00
5572 - La Central Latina, INC (El Centro Comunal Latino)	15-JH2020 Grant-activity report-COVID 19-9/30-11/3/20	12/24/2020	3,743.73
74 - Life Designs, INC	15-JH2020 Grant-rehab serv.-people w/disabilities-COVID 19	12/24/2020	8,800.00
56 - Middle Way House, INC	15-JH2020 Grant-install instrument control panel-climate control	12/24/2020	3,000.00
18311 - New Leaf/New Life, INC	15-JH2020 Grant-payroll expenses 11/23-12/6/20	12/24/2020	696.00
1266 - Planned Parenthood of Indiana and Kentucky, INC	15-JH2020 Grant-colposcope & tripod, software & support pkg, s/h	12/24/2020	9,038.00
1618 - Shalom Community Center, INC	15-JH2020 Grant-620 S. Walnut-expenses 8/1-11/30/20	12/24/2020	21,000.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH2020 Grant-Clients-claim #6	12/24/2020	2,515.00
	Account 53960 - Grants Totals	Invoice 9 Transactions	\$51,670.52
	Program 050000 - Main Totals	Invoice 9 Transactions	\$51,670.52
Program 05RCVR - Recover Forward			
Account 53960 - Grants			
7528 - HealthNet INC	15-Recover Forward-expenses-air purifier, replacement cartridges	12/24/2020	4,824.54
18311 - New Leaf/New Life, INC	15-JH Recover Forward-payroll expenses 11/23-12/6/20	12/24/2020	624.00



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

18311 - New Leaf/New Life, INC

15-JH Recover Forward-payroll/supplies expenses-11/9-11/22/20

12/24/2020 764.99

Account **53960 - Grants** Totals

Invoice 3 \$6,213.53  
Transactions

Program **05RCVR - Recover Forward** Totals

Invoice 3 \$6,213.53  
Transactions

Department **05 - Common Council** Totals

Invoice 12 \$57,884.05  
Transactions

Fund **270 - CC Jack Hopkins NR17-42 (S0011)** Totals

Invoice 12 \$57,884.05  
Transactions

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090014 - Latino Programs**

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

09-Master Rental-Deposit return on generator-Fiesta del Ontono

12/15/2020 (100.00)

Account **53990 - Other Services and Charges** Totals

Invoice 1 (\$100.00)  
Transactions

Program **090014 - Latino Programs** Totals

Invoice 1 (\$100.00)  
Transactions

Program **090016 - Com Serv - Safe & Civil**

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards

09-YW Leadership Summit-Door Dash-Lunch-Speakers-Jersey Mike

12/15/2020 17.66

3560 - First Financial Bank / Credit Cards

09-YW Leadership Summit-Door Dash-Lunch-Speakers-CoreLife

12/15/2020 20.27

Account **52420 - Other Supplies** Totals

Invoice 2 \$37.93  
Transactions

Program **090016 - Com Serv - Safe & Civil** Totals

Invoice 2 \$37.93  
Transactions

Department **09 - CFRD** Totals

Invoice 3 (\$62.07)  
Transactions

Fund **312 - Community Services** Totals

Invoice 3 (\$62.07)  
Transactions



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

13482 - Northern Lights Locating & Inspection, INC	28-line location services-October 2020	BC 2007-29	12/24/2020	2,500.00
13482 - Northern Lights Locating & Inspection, INC	28-line location services-November 2020	BC 2007-29	12/24/2020	2,500.00

Account <b>53640 - Hardware and Software Maintenance</b> Totals	Invoice 2 Transactions	\$5,000.00
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Account **53750 - Rentals - Other**

12283 - Smithville Communications	25 - Internet Service and Telecom Hotel Rent-12/1-12/31/20		12/15/2020	1,614.27
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Account <b>53750 - Rentals - Other</b> Totals	Invoice 1 Transactions	\$1,614.27
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Account **54450 - Equipment**

53442 - Paragon Micro, INC	25 - Dell Latitude 5510 - Intel Core i7-10610U, dock, briefcase		12/24/2020	3,757.94
53442 - Paragon Micro, INC	28 - CapR Dell Latitude 5510 laptop_Danna Workman		12/24/2020	1,629.98
53442 - Paragon Micro, INC	25 - Dell Latitude 5510 - Intel Core i7-10610U, briefcase		12/24/2020	3,259.96
53442 - Paragon Micro, INC	25 - Dell OptiPlex 5080 MT - Intel Core i7-10700		12/24/2020	1,309.99
53442 - Paragon Micro, INC	28-CapR partial laptop replacement-split w/P&T-R. Aten		12/24/2020	1,899.99
2895 - Rapid Reproductions, INC	28 - Canon Pro 4100S Plotter & ink cartridges		12/24/2020	5,995.00

Account <b>54450 - Equipment</b> Totals	Invoice 6 Transactions	\$17,852.86
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Program <b>254000 - Infrastructure</b> Totals	Invoice 9 Transactions	\$24,467.13
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Program **256000 - Services**



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

**Account 53150 - Communications Contract**

4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services 11/27-12/26/20		12/15/2020	118.35
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs-12/21/20-1/20/21		12/15/2020	117.98
4170 - Comcast Cable Communications, INC	28-401 N Morton-business services-12/1- 12/31/20		12/15/2020	149.85
12283 - Smithville Communications	25 - Internet Service and Telecom Hotel Rent-12/1-12/31/20		12/15/2020	1,375.00
203 - INDIANA UNIVERSITY	28-dark fiber-special circuits-12/1-12/31/20		12/24/2020	65.00

Account <b>53150 - Communications Contract</b> Totals	Invoice 5 Transactions	\$1,826.18
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**Account 53980 - Community Access TV/Radio**

64 - Monroe County Public Library	28-CATS-October thru December 2020	BC 2019-10	12/24/2020	111,706.50
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Account <b>53980 - Community Access TV/Radio</b> Totals	Invoice 1 Transactions	\$111,706.50
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Program <b>256000 - Services</b> Totals	Invoice 6 Transactions	\$113,532.68
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Department <b>25 - Telecommunications</b> Totals	Invoice 15 Transactions	\$137,999.81
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Fund <b>401 - Non-Reverting Telecom (S1146)</b> Totals	Invoice 15 Transactions	\$137,999.81
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**Fund 450 - Local Road and Street(S0706)**

**Department 20 - Street**

**Program 200000 - Main**

**Account 53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-W. 11th btwn Rogers & Fairview-elec chgs 10/28-12/1/20	BC 2019 -99	12/15/2020	12.28
223 - Duke Energy	02-Blue Bird Alleyway-elec bill - 10/28- 12/1/20	BC 2020-01	12/15/2020	6.17
223 - Duke Energy	02-Traffic Signal Summary electric bill-10/28- 12/1/20		12/15/2020	3,314.24



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

223 - Duke Energy	02-4th & WA metered surface lot-elec. chgs 10/28-12/1/20	BC 2019-73	12/15/2020	23.58
223 - Duke Energy	02-Middle Way House-alley-elec chgs 10/29-12/2/20	BC 2018-99	12/15/2020	9.32
223 - Duke Energy	02-Street Light Summary Electric bill-12/07/2020	BC 2018-03	12/15/2020	34,833.59
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 10/29-12/2/20		12/15/2020	18.98
223 - Duke Energy	02-4th & Dunn Metered Lot-elec. chgs 10/29-12/2/20	BC 2019-72	12/15/2020	28.02
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.-10/28-12/1/20	BC 2018-86	12/15/2020	5.10
223 - Duke Energy	02-Various locations-street lght chgs. 10/26-11/25/20		12/15/2020	26.33
223 - Duke Energy	02-Alley Activation Project-elec. bill 10/26-11/25/20	BC 2019-68	12/15/2020	22.40
223 - Duke Energy	02-Countryside & Sunflower-street light chgs-10/26-11/25/20	BC 2018-101	12/15/2020	3.94
223 - Duke Energy	02-2103 E Wimbledon-Crosswalk-elec. chgs 10/26-11/25/20		12/15/2020	11.41
223 - Duke Energy	02-420 W. 4th-Crosswalk-electric bill-10/23-11/24/20		12/15/2020	10.99
223 - Duke Energy	02-912 S. Walnut-Crosswalk-electric bill-10/23-11/24/20		12/15/2020	10.99
223 - Duke Energy	02-Country Club Dr-ped bridge-energy usage-11/6-12/10/20	BC 2019-70	12/24/2020	25.53
223 - Duke Energy	02-Cottage Grove lights-elec. bill 11/6-12/10/20	BC 2019-06	12/24/2020	30.31
223 - Duke Energy	02-E. 10th & Union signal-elec. chgs 11/4-12/8/20		12/24/2020	50.04
223 - Duke Energy	02-E. 10th St-electric chgs 11/4-12/8/20	BC 2017-12	12/24/2020	121.85

Account **53520 - Street Lights / Traffic Signals** Totals Invoice 19 Transactions \$38,565.07

**Account 54310 - Improvements Other Than Building**

5149 - E&B Paving, INC	13-Downtown Alley Repaving-BC2020-55-App #1-10/18-11/24/20	BC 2020-55	12/24/2020	83,850.00
18844 - First Financial Bank, N.A.	13-Downtown Alley Repaving-BC2020-55-App #2-10/18-11/24/20	BC 2020-55	12/24/2020	13,597.98



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

<p>Account <b>54310 - Improvements Other Than Building</b> Totals</p> <p style="padding-left: 40px;">Program <b>200000 - Main</b> Totals</p> <p style="padding-left: 80px;">Department <b>20 - Street</b> Totals</p> <p style="padding-left: 120px;">Fund <b>450 - Local Road and Street(S0706)</b> Totals</p> <p>Fund <b>451 - Motor Vehicle Highway(S0708)</b></p> <p style="padding-left: 20px;">Department <b>20 - Street</b></p> <p style="padding-left: 20px;">Program <b>200000 - Main</b></p> <p style="padding-left: 20px;">Account <b>52420 - Other Supplies</b></p> <p>4574 - John Deere Financial (Rural King)                      20 Parts for leaf blower</p> <p>4574 - John Deere Financial (Rural King)                      20 BG50 Handheld Blower &amp; Gallon oil mix</p> <p>313 - Fastenal Company    20-safety supplies-safety glasses, gloves-12/1/20</p> <p>313 - Fastenal Company    20 -Safety Supplies (gloves, ear plugs)-12/9/20</p> <p>5819 - Synchrony Bank    20 Jabra Pro920 Wireless Headset for deskphone</p> <p style="padding-left: 40px;">Account <b>52420 - Other Supplies</b> Totals</p> <p>Account <b>53130 - Medical</b></p> <p>231 - IU Health OCC Health Services                              20-J. VanDeventer-breath alcohol DOT test-11/5/20</p> <p style="padding-left: 40px;">Account <b>53130 - Medical</b> Totals</p> <p>Account <b>53150 - Communications Contract</b></p> <p>5465 - Emergency Radio Service LLC (ERS-OCI Wireless)      20- Two way Radio Services-11/1-11/30/20</p> <p style="padding-left: 40px;">Account <b>53150 - Communications Contract</b> Totals</p>	<table border="0"> <tr> <td>Invoice 2</td> <td style="border-top: 1px solid black;">\$97,447.98</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 21</td> <td style="border-top: 1px solid black;">\$136,013.05</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 21</td> <td style="border-top: 1px solid black;">\$136,013.05</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 21</td> <td style="border-top: 1px solid black;">\$136,013.05</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> </table> <table border="0"> <tr> <td>Invoice 5</td> <td style="border-top: 1px solid black;">\$630.36</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> </table> <table border="0"> <tr> <td>Invoice 1</td> <td style="border-top: 1px solid black;">\$47.00</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> </table> <table border="0"> <tr> <td>Invoice 1</td> <td style="border-top: 1px solid black;">\$2,321.25</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> </table>	Invoice 2	\$97,447.98	Transactions		Invoice 21	\$136,013.05	Transactions		Invoice 21	\$136,013.05	Transactions		Invoice 21	\$136,013.05	Transactions		Invoice 5	\$630.36	Transactions		Invoice 1	\$47.00	Transactions		Invoice 1	\$2,321.25	Transactions	
Invoice 2	\$97,447.98																												
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Transactions																													



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

**Account 53530 - Water and Sewer**

208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-November 2020	12/09/2020	233.27
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-November 2020	12/09/2020	46.43
208 - City Of Bloomington Utilities	19-Street Dept Fire Hydrant-water/sewer bill-November 2020	12/09/2020	41.84
<b>Account 53530 - Water and Sewer Totals</b>		Invoice 3 Transactions	<u>\$321.54</u>

**Account 53540 - Natural Gas**

222 - Vectren	19-Street Dept-gas bill 11/5-12/4/20	12/15/2020	108.58
222 - Vectren	19-Traffic Bldg-gas bill 11/5-12/4/20	12/15/2020	86.36
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-October 2020 management fee	12/24/2020	33.17
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-November 2020 management fee	12/24/2020	140.44
<b>Account 53540 - Natural Gas Totals</b>		Invoice 4 Transactions	<u>\$368.55</u>

**Account 53610 - Building Repairs**

321 - Harrell Fish, INC (HFI)	19-SA Hanging Heater Replacement @ Street	12/24/2020	3,610.00
<b>Account 53610 - Building Repairs Totals</b>		Invoice 1 Transactions	<u>\$3,610.00</u>

**Account 53630 - Machinery and Equipment Repairs**

4150 - Alexander's LLC	20 -Services for brake repair on leaf trailers	12/24/2020	88.31
5768 - Thomas J Grimes Enterprises, INC (Torco Testing)	20- Boom Truck Dielectric Testing-Street Dept portion	12/24/2020	1,416.00
<b>Account 53630 - Machinery and Equipment Repairs Totals</b>		Invoice 2 Transactions	<u>\$1,504.31</u>

**Account 53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-12/2/20	12/24/2020	34.28
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# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/2/20	BC 2009-52	12/24/2020	12.64
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/9/20	BC 2009-52	12/24/2020	12.64
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-12/9/20		12/24/2020	34.28

Account **53920 - Laundry and Other Sanitation Services** Totals Invoice 4 Transactions \$93.84

**Account 53950 - Landfill**

52226 - Hoosier Transfer Station-3140	20 Landfill fees for sweeper dumps-9/24/20		12/24/2020	719.11
52226 - Hoosier Transfer Station-3140	20 Landfill fees for sweeper dumps-10/27/20		12/24/2020	983.90
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-Disposal Fee for Tree Limbs-7 loads-November 2020		12/24/2020	154.00

Account **53950 - Landfill** Totals Invoice 3 Transactions \$1,857.01

**Account 53990 - Other Services and Charges**

902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-October 2020-766 tickets		12/24/2020	727.70
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-November 2020-610 tickets		12/24/2020	579.50
6152 - K&S Rolloff, INC	20 Rolloff Service for sweeper dumps-2-10/27/20		12/24/2020	320.00
6688 - SSW Enterprises, LLC (Office Pride)	20-Electrostatic Disinfecting Service-11/29/20	BC 2020-59	12/24/2020	200.00

Account **53990 - Other Services and Charges** Totals Invoice 4 Transactions \$1,827.20

**Account 54310 - Improvements Other Than Building**

5149 - E&B Paving, INC	13-Downtown Alley Repaving-BC2020-55-App #1-10/18-11/24/20	BC 2020-55	12/24/2020	52,542.29
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Account **54310 - Improvements Other Than Building** Totals Invoice 1 Transactions \$52,542.29

**Account 54420 - Purchase of Equipment**

6070 - 72 Hour LLC (National Auto Fleet Group)	20-new vehicle-Chevy K2500 w/snow equip-key #Z0930		12/24/2020	44,096.50
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# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

6070 - 72 Hour LLC (National Auto Fleet Group)	20-new vehicle-Chevy K2500 w/snow equip-key #Z0915	12/24/2020	44,096.50
6070 - 72 Hour LLC (National Auto Fleet Group)	20-new vehicle-Chevy K2500 w/snow equip-key #Z5442	12/24/2020	44,096.50
Account <b>54420 - Purchase of Equipment</b> Totals		Invoice 3	<u>\$132,289.50</u>
Program <b>200000 - Main</b> Totals		Transactions Invoice 32	<u>\$197,412.85</u>
Department <b>20 - Street</b> Totals		Transactions Invoice 32	<u>\$197,412.85</u>
Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals		Transactions Invoice 32	<u>\$197,412.85</u>
		Transactions	
<b>Fund 452 - Parking Facilities(S9502)</b>			
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-November 2020	12/09/2020	47.56
Account <b>53530 - Water and Sewer</b> Totals		Invoice 1	<u>\$47.56</u>
Program <b>260000 - Main</b> Totals		Transactions Invoice 1	<u>\$47.56</u>
Department <b>26 - Parking</b> Totals		Transactions Invoice 1	<u>\$47.56</u>
Fund <b>452 - Parking Facilities(S9502)</b> Totals		Transactions Invoice 1	<u>\$47.56</u>
		Transactions	
<b>Fund 454 - Alternative Transport(S6301)</b>			
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>53110 - Engineering and Architectural</b>			
399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 10/1-10/31/20	BC 2020-36 12/24/2020	25,203.95



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Account <b>53110 - Engineering and Architectural</b> Totals		Invoice 1 Transactions	\$25,203.95
Account <b>54310 - Improvements Other Than Building</b>			
399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 9/1-9/30/20	BC 2020-36	12/24/2020 30,471.15
399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 10/1-10/31/20	BC 2020-36	12/24/2020 4,653.02
17 - Bynum Fanyo & Associates, INC	13-Maxwell St Sidewalk-billing period 4/18-10/30/20	BC 2020-35	12/24/2020 696.05
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 3 Transactions	\$35,820.22
Program <b>020000 - Main</b> Totals		Invoice 4 Transactions	\$61,024.17
Department <b>02 - Public Works</b> Totals		Invoice 4 Transactions	\$61,024.17
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>54310 - Improvements Other Than Building</b>			
10 - Bledsoe Riggert Cooper & James INC	13-Smith Rd & Moores Pk crosswalk-10/30/20	BC 2020-50	12/24/2020 1,338.00
10 - Bledsoe Riggert Cooper & James INC	13-Smith Rd & Moores Pk crosswalk-11/30/20	BC 2020-50	12/24/2020 5,352.00
17 - Bynum Fanyo & Associates, INC	13-14th St SW-Madison to Woodburn-billing period 4/4-10/30/20	BC 2019-106	12/24/2020 9,160.00
Account <b>54310 - Improvements Other Than Building</b> Totals		Invoice 3 Transactions	\$15,850.00
Program <b>050000 - Main</b> Totals		Invoice 3 Transactions	\$15,850.00
Department <b>05 - Common Council</b> Totals		Invoice 3 Transactions	\$15,850.00
Department <b>13 - Planning</b>			
Program <b>130000 - Main</b>			
Account <b>53110 - Engineering and Architectural</b>			



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

10081 - Strand Associates, INC	13-Crosswalk Imp. Proj (HSIP)-serv. 10/1-10/31/20	BC 2020-49	12/24/2020	2,955.00
Account <b>53110 - Engineering and Architectural</b> Totals				Invoice 1 Transactions
				<hr/> \$2,955.00
Program <b>130000 - Main</b> Totals				Invoice 1 Transactions
				<hr/> \$2,955.00
Department <b>13 - Planning</b> Totals				Invoice 1 Transactions
				<hr/> \$2,955.00
Fund <b>454 - Alternative Transport(S6301)</b> Totals				Invoice 8 Transactions
				<hr/> \$79,829.17

**Fund 456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

19278 - Milestone Contractors, LP	20-asphalt for paving- Arbor Ridge-15.33 tons-9/30/20	BC 2020-13A	12/24/2020	705.18
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals				Invoice 1 Transactions
				<hr/> \$705.18

Account **52340 - Other Repairs and Maintenance**

6768 - Crafc0, INC (Paving Maintenance Supply)	20- Pavement marking equipment parts		12/24/2020	113.00
4780 - TraffTech, INC	20- Summa Cutter Model S2-120T & Software for Sign		12/24/2020	7,185.00
3039 - Unistructural Support Systems, LTD	20 -Sign posts & anchors		12/24/2020	4,645.00
Account <b>52340 - Other Repairs and Maintenance</b> Totals				Invoice 3 Transactions
				<hr/> \$11,943.00
Program <b>200000 - Main</b> Totals				Invoice 4 Transactions
				<hr/> \$12,648.18
Department <b>20 - Street</b> Totals				Invoice 4 Transactions
				<hr/> \$12,648.18
Fund <b>456 - MVH Restricted</b> Totals				Invoice 4 Transactions
				<hr/> \$12,648.18

Fund **600 - Cumulative Cap Imprv(CIG)(S2379)**



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

11243 - Core & Main, LP	20 -ADA Plates for sidewalks		12/24/2020	5,031.50
334 - Irving Materials, INC	20-2nd & Swain-Class A Stone Ash-5 cy-3/26/20	BC 2018-36	12/24/2020	507.50
334 - Irving Materials, INC	20-848 W. Rosewood Dr-Class A Stone Ash-4 cy-4/27/20	BC 2018-36	12/24/2020	406.00
334 - Irving Materials, INC	20-Grimes & WA-Class A Stone Ash-2 cy-6/4/20	BC 2018-36	12/24/2020	203.00
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice 4 Transactions	<u>\$6,148.00</u>
Program <b>020000 - Main</b> Totals			Invoice 4 Transactions	<u>\$6,148.00</u>
Department <b>02 - Public Works</b> Totals			Invoice 4 Transactions	<u>\$6,148.00</u>
Fund <b>600 - Cumulative Cap Imprv(CIG)(S2379)</b> Totals			Invoice 4 Transactions	<u>\$6,148.00</u>

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

18168 - Family Farm Supply, INC	20- Ultra Glow for snow removal		12/24/2020	367.50
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			Invoice 1 Transactions	<u>\$367.50</u>

Account **53990 - Other Services and Charges**

603 - Traffic Control Corporation	20-Traffic Signal Cellular Connectivity-22 locations-Nov/Dec 20'	BC 2020-64	12/24/2020	9,240.00
Account <b>53990 - Other Services and Charges</b> Totals			Invoice 1 Transactions	<u>\$9,240.00</u>



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

**Account 54310 - Improvements Other Than Building**

399 - American Structurepoint, INC	13-Signal Timing-On-Call Serv. Contract-10/1-10/31/20	BC 2017-98	12/24/2020	1,065.45
Account <b>54310 - Improvements Other Than Building</b> Totals				Invoice 1 Transactions <u>\$1,065.45</u>
Program <b>020000 - Main</b> Totals				Invoice 3 Transactions <u>\$10,672.95</u>
Department <b>02 - Public Works</b> Totals				Invoice 3 Transactions <u>\$10,672.95</u>

**Department 13 - Planning**

**Program 130000 - Main**

**Account 54310 - Improvements Other Than Building**

5637 - Shrewsberry & Associates, LLC	13-Downtown Alley Repaving-BC2020-56-App #1-9/17-10/17/20	BC 2020-56	12/24/2020	22,189.17
Account <b>54310 - Improvements Other Than Building</b> Totals				Invoice 1 Transactions <u>\$22,189.17</u>
Program <b>130000 - Main</b> Totals				Invoice 1 Transactions <u>\$22,189.17</u>
Department <b>13 - Planning</b> Totals				Invoice 1 Transactions <u>\$22,189.17</u>
Fund <b>601 - Cumulative Capital Devlp(S2391)</b> Totals				Invoice 4 Transactions <u>\$32,862.12</u>

**Fund 730 - Solid Waste (S6401)**

**Department 16 - Sanitation**

**Program 160000 - Main**

**Account 52420 - Other Supplies**

793 - Indiana Safety Company, INC	16-face masks (1,000)		12/24/2020	155.01
793 - Indiana Safety Company, INC	16-gloves-11/25/20		12/24/2020	368.54
793 - Indiana Safety Company, INC	16-gloves-12/2/20		12/24/2020	270.48



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

793 - Indiana Safety Company, INC	16-gloves-12/4/20		12/24/2020	257.98
	Account <b>52420 - Other Supplies</b> Totals		Invoice 4 Transactions	<u>\$1,052.01</u>
<b>Account 53130 - Medical</b>				
231 - IU Health OCC Health Services	16-A. Hite-DS Non DOT Panel E Screen-11/17/20		12/24/2020	47.00
	Account <b>53130 - Medical</b> Totals		Invoice 1 Transactions	<u>\$47.00</u>
<b>Account 53150 - Communications Contract</b>				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio services-November 2020		12/24/2020	572.05
	Account <b>53150 - Communications Contract</b> Totals		Invoice 1 Transactions	<u>\$572.05</u>
<b>Account 53530 - Water and Sewer</b>				
208 - City Of Bloomington Utilities	19-Sanitation Bldg-water/sewer bill-November 2020		12/09/2020	152.69
	Account <b>53530 - Water and Sewer</b> Totals		Invoice 1 Transactions	<u>\$152.69</u>
<b>Account 53540 - Natural Gas</b>				
222 - Vectren	19-Sanitation-gas bill 11/3-12/2/20		12/15/2020	105.32
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-October 2020 management fee		12/24/2020	66.34
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-November 2020 management fee		12/24/2020	240.79
	Account <b>53540 - Natural Gas</b> Totals		Invoice 3 Transactions	<u>\$412.45</u>
<b>Account 53610 - Building Repairs</b>				
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	16-Labor Door Track Repair from getting hit	BC 2019-112	12/24/2020	130.00
321 - Harrell Fish, INC (HFI)	19-SA Replacement of Expansion Tank due to water lines hammering	BC 2019-23	12/24/2020	591.01
	Account <b>53610 - Building Repairs</b> Totals		Invoice 2 Transactions	<u>\$721.01</u>



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

**Account 53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/2/20	BC 2008-52	12/24/2020	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/2/20		12/24/2020	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-12/9/20	BC 2008-52	12/24/2020	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-12/9/20		12/24/2020	23.26
<b>Account 53920 - Laundry and Other Sanitation Services Totals</b>			Invoice 4 Transactions	\$65.84

**Account 53950 - Landfill**

52226 - Hoosier Transfer Station-3140	16-recycling fees - 11/16-11/30/20		12/24/2020	2,875.49
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 11/16-11/30/20		12/24/2020	16,363.65
<b>Account 53950 - Landfill Totals</b>			Invoice 2 Transactions	\$19,239.14

**Account 53990 - Other Services and Charges**

6688 - SSW Enterprises, LLC (Office Pride)	16-Electrostatic Disinfecting Service-11/29/20	BC 2020-59	12/24/2020	250.00
<b>Account 53990 - Other Services and Charges Totals</b>			Invoice 1 Transactions	\$250.00
<b>Program 160000 - Main Totals</b>			Invoice 19 Transactions	\$22,512.19
<b>Department 16 - Sanitation Totals</b>			Invoice 19 Transactions	\$22,512.19
<b>Fund 730 - Solid Waste (S6401) Totals</b>			Invoice 19 Transactions	\$22,512.19

**Fund 800 - Risk Management(S0203)**

**Department 10 - Legal**

**Program 100000 - Main**

**Account 52430 - Uniforms and Tools**





# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Behrman (9D)-4/23/20	12/24/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Behrman (11D)-4/23/20	12/24/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Lagneaux (9.5D)-4/25/20	12/24/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Eagan (10D)-12/8/20	12/24/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Strafaci (10M)-11/17/20	12/24/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. King (8 1/2M)-11/19/20	12/24/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. Combs (10D)-12/4/20	12/24/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. O'Hara (13M)-12/8/20	12/24/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-A. Hite (11 1/2W)-12/8/20	12/24/2020	100.00

Account <b>52430 - Uniforms and Tools</b> Totals	Invoice 9 Transactions	\$900.00
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**Account 53130 - Medical**

2753 - Earl Albright	10- reimb for physical for CDL-11/28/20	12/24/2020	97.00
4861 - Bradley C Rushton	10- reimb for physical for CDL-11/20/20	12/24/2020	90.00

Account <b>53130 - Medical</b> Totals	Invoice 2 Transactions	\$187.00
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Program <b>100000 - Main</b> Totals	Invoice 11 Transactions	\$1,087.00
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Department <b>10 - Legal</b> Totals	Invoice 11 Transactions	\$1,087.00
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Fund <b>800 - Risk Management(S0203)</b> Totals	Invoice 11 Transactions	\$1,087.00
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**Fund 801 - Health Insurance Trust**

**Department 12 - Human Resources**

**Program 120000 - Main**



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

**Account 53990 - Other Services and Charges**

3977 - Cigna Health & Life Insurance Company	12-December 2020 Dental Vision Admin \$9,639.93		12/24/2020	2,115.30
3977 - Cigna Health & Life Insurance Company	12-November 2020 Cigna Dental Vision Admin \$9,835.64		12/24/2020	2,095.50
18539 - Life Insurance Company Of North America	12-November 2020 LINA \$35,367.29		12/24/2020	4,261.90
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,GYM,Massage)		12/24/2020	1,049.36
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,GYM,Massage)		12/24/2020	1,037.26
<b>Account 53990 - Other Services and Charges Totals</b>			Invoice 5 Transactions	\$10,559.32

**Account 53990.1201 - Other Services and Charges Health Insurance**

3928 - Aim Medical Trust	12-December 2020 Medical Premiums \$902,997.96	BC 2018-51	12/10/2020	902,997.96
3908 - CIGNA Healthcare	12-NovDec2020 Cigna Dental Claim Funding \$43,218.90		12/16/2020	43,218.90
17785 - The Howard E. Nyhart Company, INC	12-December Wellness Reimbursements \$4125.81		12/17/2020	4,125.81
<b>Account 53990.1201 - Other Services and Charges Health Insurance Totals</b>			Invoice 3 Transactions	\$950,342.67

**Account 53990.1278 - Other Services and Charges Disability LTD**

18539 - Life Insurance Company Of North America	12-November 2020 LINA \$35,367.29		12/24/2020	5,564.39
<b>Account 53990.1278 - Other Services and Charges Disability LTD Totals</b>			Invoice 1 Transactions	\$5,564.39
<b>Program 120000 - Main Totals</b>			Invoice 9 Transactions	\$966,466.38
<b>Department 12 - Human Resources Totals</b>			Invoice 9 Transactions	\$966,466.38
<b>Fund 801 - Health Insurance Trust Totals</b>			Invoice 9 Transactions	\$966,466.38

**Fund 802 - Fleet Maintenance(\$9500)**

**Department 17 - Fleet Maintenance**



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

**Program 170000 - Main**

**Account 52110 - Office Supplies**

6530 - Office Depot, INC	17 - Pens	12/24/2020	24.16
Account <b>52110 - Office Supplies</b> Totals			Invoice 1 Transactions \$24.16

**Account 52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17 - 17-stock tires	12/24/2020	67.50
50605 - Bauer Built, INC	17-stock tires 315/80R225	12/24/2020	3,646.65
50605 - Bauer Built, INC	17-stock tires INV# 360110141	12/24/2020	5,215.89
50605 - Bauer Built, INC	17-stock tires INV# 360110314	12/24/2020	10,445.72
4693 - Monroe County Tire & Supply, INC	17-ST205/75R15 tires	12/24/2020	140.50
4693 - Monroe County Tire & Supply, INC	17-R225/70R15 G/year wrangler	12/24/2020	381.80
4693 - Monroe County Tire & Supply, INC	17-225/65R16 Cooper Evolution	12/24/2020	401.00
4693 - Monroe County Tire & Supply, INC	17-firestone LT245/75R17	12/24/2020	529.68
4693 - Monroe County Tire & Supply, INC	17-tires 245/55R18	12/24/2020	2,740.10
Account <b>52230 - Garage and Motor Supplies</b> Totals			Invoice 9 Transactions \$23,568.84

**Account 52240 - Fuel and Oil**

4046 - Heritage-Crystal Clean, INC	17-Anti-Freeze for stock	12/24/2020	271.25
613 - Hoosier Penn Oil Company, INC	17-HPGroupII & HPTractor Hydraulic	12/24/2020	2,230.21
612 - Petroleum Traders Corporation	17 - Unleaded Fuel - Acct# 20280/3	12/24/2020	12,686.75
349 - White River Cooperative, INC	17 - Diesel and Unleaded fuel	BC 2019-107A 12/24/2020	15,232.89



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Account 52240 - Fuel and Oil Totals		Invoice 4 Transactions	\$30,421.10
<b>Account 52320 - Motor Vehicle Repair</b>			
3560 - First Financial Bank / Credit Cards	17 - utilities trac vac parts	12/15/2020	362.75
455 - Industrial Service & Supply, INC	17 - #648 couplers	12/24/2020	18.56
455 - Industrial Service & Supply, INC	17-948 hyd hose and fittings	12/24/2020	81.30
796 - Interstate Battery System of Bloomington, INC	17-batteries	12/24/2020	28.50
796 - Interstate Battery System of Bloomington, INC	17-batteries - MTP-65HD	12/24/2020	486.25
5168 - Jasper Engine Exchange, INC	17-836 transmission	12/24/2020	2,327.00
394 - Kleindorfer Hardware & Variety	17-2 Washers, 1 bushing	12/24/2020	.80
394 - Kleindorfer Hardware & Variety	17-Hex cap, nuts	12/24/2020	5.60
394 - Kleindorfer Hardware & Variety	17-parts return credit	12/24/2020	(19.18)
394 - Kleindorfer Hardware & Variety	17-praver strip & 2 super glue	12/24/2020	24.17
394 - Kleindorfer Hardware & Variety	17-(16) 16 mm Bolts	12/24/2020	87.30
394 - Kleindorfer Hardware & Variety	17 -(1) 1/4 - 28 all thread, (2) 2x kill jounts	12/24/2020	14.77
394 - Kleindorfer Hardware & Variety	17-galv 45 degree	12/24/2020	10.49
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Parts for sanitation trucks DPF, actuator, valve	12/24/2020	254.66
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Parts for sanitation trucks DPF, actuator, valve	12/24/2020	408.64
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - Parts for sanitation trucks DPF, actuator, valve	12/24/2020	4,221.79
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-446 sensor kits	12/24/2020	351.15
7308 - MacQueen Equipment, LLC	17 - #396 switches	12/24/2020	237.09



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

53385 - O'Reilly Automotive Stores, INC	17-889 starter bolt	12/24/2020	5.83
5952 - Reading Midwest Distribution, LLC	17-598 remote	12/24/2020	362.75
786 - Richard's Small Engine, INC	17-739 pusharm assy, rod	12/24/2020	218.29
19681 - Southeastern Equipment Co, INC	17 - #598 remote switch and master control switch assy	12/24/2020	845.02
19681 - Southeastern Equipment Co, INC	17 - #598 remote switch and master control switch assy	12/24/2020	1,383.80
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts for the month of November	12/24/2020	8,247.01
54351 - Sternberg, INC	17-misc international parts	12/24/2020	113.82
54351 - Sternberg, INC	17-motor star905A	12/24/2020	336.94
54351 - Sternberg, INC	17-remanufacture core deposit, Drum brakeshed, chamber flushed	12/24/2020	395.58
54351 - Sternberg, INC	17-pan kit and bolt	12/24/2020	800.89
54351 - Sternberg, INC	17 - #422 Exhaust system	12/24/2020	9,628.04
54351 - Sternberg, INC	17 -	12/24/2020	30.86
6216 - Terminal Supply, INC	17-Drill Bits	12/24/2020	70.40
6216 - Terminal Supply, INC	17-Class 1 Amber low lights	12/24/2020	362.80
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-sensor kit & bolt	12/24/2020	116.58
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - 2 air dryer exchanges, brake slack adjuster	12/24/2020	630.80
4606 - Truck Service, INC	17-401 oil groove brush	12/24/2020	15.84
4398 - TruckPro Holding Corporation	17-muffler	12/24/2020	183.18
2096 - West Side Tractor Sales CO.	17-Rear view mirror	12/24/2020	115.90
2096 - West Side Tractor Sales CO.	17- Hydr Quick Coupler Socket	12/24/2020	244.90



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

4336 - American Eagle Auto Glass of Terre Haute, INC	17-Window replacement 506 & 961	12/24/2020	230.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17-Window replacement 506 & 961	12/24/2020	300.00
244 - Bloomington Ford, INC	17-mirror Assembly	12/24/2020	70.75
244 - Bloomington Ford, INC	17-misc parts Cover & Cntact	12/24/2020	95.33
244 - Bloomington Ford, INC	17- Alternator Assembly & GB5Z 10346 C	12/24/2020	433.04
244 - Bloomington Ford, INC	17-#634 install valve seal	12/24/2020	84.36
244 - Bloomington Ford, INC	17-Tube Assembly & master brake	12/24/2020	28.88
244 - Bloomington Ford, INC	17-Cable Assembly	12/24/2020	41.69
244 - Bloomington Ford, INC	17-grease leak from right front axle, point inspection	12/24/2020	593.95
941 - Central Indiana Truck Equipment Corporation	17-Prox Switch & Sourcing Prox	12/24/2020	279.85
4335 - Circle Distributing, INC	17-Booster Asembly - Brake	12/24/2020	222.36
4335 - Circle Distributing, INC	17- Pump Assembly - Power Steering	12/24/2020	278.78
594 - Curry Auto Center, INC	17-SL-N Indicator	12/24/2020	18.28
594 - Curry Auto Center, INC	17- SL-N-Cylinder (02188-0)	12/24/2020	36.58
51827 - Fire Service, INC	17 - #395 oil cap	12/24/2020	83.37
<b>Account 52320 - Motor Vehicle Repair Totals</b>		Invoice 53	<u>\$35,808.09</u>
<b>Account 52420 - Other Supplies</b>		Transactions	
409 - Black Lumber Co. INC	17-stock dni parts/shop supplies	12/24/2020	8.97
313 - Fastenal Company	17 - Lift inspections	12/24/2020	94.19
53442 - Paragon Micro, INC	17 - 2 televisions for training and weather	12/24/2020	713.96



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

3286 - Peacetree, INC (PEI Maintenance)	17 - fuel hoses, nozzles, prokees, and other fuel pump repair it	12/24/2020	1,076.78
	Account <b>52420 - Other Supplies</b> Totals	Invoice 4 Transactions	<u>\$1,893.90</u>
<b>Account 53130 - Medical</b>			
231 - IU Health OCC Health Services	231 - IU Health OCC Health Services	12/24/2020	272.00
	Account <b>53130 - Medical</b> Totals	Invoice 1 Transactions	<u>\$272.00</u>
<b>Account 53530 - Water and Sewer</b>			
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-November 2020	12/09/2020	119.99
	Account <b>53530 - Water and Sewer</b> Totals	Invoice 1 Transactions	<u>\$119.99</u>
<b>Account 53540 - Natural Gas</b>			
222 - Vectren	19-Fleet Maint-gas bill 11/5-12/4/20	12/15/2020	167.74
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-October 2020 management fee	12/24/2020	4.74
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-November 2020 management fee	12/24/2020	89.96
	Account <b>53540 - Natural Gas</b> Totals	Invoice 3 Transactions	<u>\$262.44</u>
<b>Account 53610 - Building Repairs</b>			
6378 - ANN-KRISS, LLC	17 -17-wash bay door improvements	BC 2019-116 12/24/2020	4,199.28
	Account <b>53610 - Building Repairs</b> Totals	Invoice 1 Transactions	<u>\$4,199.28</u>
<b>Account 53620 - Motor Repairs</b>			
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - #936 window re-placement	12/24/2020	295.00
244 - Bloomington Ford, INC	17-#634 install valve seal	12/24/2020	655.00
244 - Bloomington Ford, INC	17 -#120 diagnostic work	12/24/2020	543.75



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

3526 - Hawkins & Son Towing	17 - #637 tow		12/24/2020	85.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services for dump truck		12/24/2020	225.00
4474 - Ken's Westside Service & Towing, LLC	17-towing services for Unit# 955		12/24/2020	480.00
Account <b>53620 - Motor Repairs</b> Totals			Invoice 6 Transactions	\$2,283.75
<b>Account 53650 - Other Repairs</b>				
51565 - EmJay Automotive Equipment, LLC	17 - Lift inspections		12/24/2020	640.00
Account <b>53650 - Other Repairs</b> Totals			Invoice 1 Transactions	\$640.00
<b>Account 53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms and mat rental	BC 2009-52	12/24/2020	72.68
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms and mat rental	BC 2009-52	12/24/2020	16.49
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms and mat rental	BC 2009-52	12/24/2020	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms and mat rental	BC 2009-52	12/24/2020	16.49
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals			Invoice 4 Transactions	\$175.74
<b>Account 53990 - Other Services and Charges</b>				
3560 - First Financial Bank / Credit Cards	17-BMV-titles fees-11/19/2020		12/15/2020	15.00
Account <b>53990 - Other Services and Charges</b> Totals			Invoice 1 Transactions	\$15.00
<b>Account 54420 - Purchase of Equipment</b>				
6070 - 72 Hour LLC (National Auto Fleet Group)	17 - New vehicle purchase Ford Van		12/24/2020	43,282.00
Account <b>54420 - Purchase of Equipment</b> Totals			Invoice 1 Transactions	\$43,282.00
Program <b>170000 - Main</b> Totals			Invoice 90 Transactions	\$142,966.29





# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Department <b>17 - Fleet Maintenance</b> Totals	Invoice 90	\$142,966.29
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals	Transactions	
	Invoice 90	\$142,966.29
	Transactions	

Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1241 - Other Services and Charges Vision**

3977 - Cigna Health & Life Insurance Company	12-December 2020 Dental Vision Admin	12/24/2020	7,524.63
	\$9,639.93		
3977 - Cigna Health & Life Insurance Company	12-November 2020 Cigna Dental Vision	12/24/2020	7,740.14
	Admin \$9,835.64		
Account <b>53990.1241 - Other Services and Charges Vision</b> Totals	Invoice 2	\$15,264.77	
	Transactions		

Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City URM	12/09/2020	1,139.74
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/10/2020	112.80
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/11/2020	48.46
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/14/2020	93.21
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/14/2020	34.65
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/14/2020	20.96
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/15/2020	109.24
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/17/2020	26.07
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/18/2020	910.02
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/21/2020	50.42



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

17785 - The Howard E. Nyhart Company, INC	12-City URM	12/21/2020	154.40
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>		Invoice 11	<u>\$2,699.97</u>
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City</b>		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City DDC	12/15/2020	475.75
Account <b>53990.1272 - Other Services and Charges Section 125 - DDC- City Totals</b>		Invoice 1	<u>\$475.75</u>
Account <b>53990.1273 - Other Services and Charges Term Life</b>		Transactions	
18539 - Life Insurance Company Of North America	12-November 2020 LINA \$35,367.29	12/24/2020	15,766.30
Account <b>53990.1273 - Other Services and Charges Term Life Totals</b>		Invoice 1	<u>\$15,766.30</u>
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/10/2020	60.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/14/2020	40.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	12/21/2020	32.70
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>		Invoice 3	<u>\$132.70</u>
Account <b>53990.1283 - Other Services and Charges Health Savings Account</b>		Transactions	
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	12/17/2020	21,005.19
Account <b>53990.1283 - Other Services and Charges Health Savings Account Totals</b>		Invoice 1	<u>\$21,005.19</u>
Program <b>120000 - Main Totals</b>		Transactions	
Department <b>12 - Human Resources Totals</b>		Invoice 19	<u>\$55,344.68</u>
Fund <b>804 - Insurance Voluntary Trust Totals</b>		Transactions	
		Invoice 19	<u>\$55,344.68</u>
Fund <b>805 - Unemployment Comp Non-Reverting</b>		Transactions	



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 - 12/24/20

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

204 - State Of Indiana	12-December unemployment claim	12/24/2020	6,011.02
	Account <b>53990 - Other Services and Charges</b> Totals	Invoice 1	<u>\$6,011.02</u>
		Transactions	
	Program <b>120000 - Main</b> Totals	Invoice 1	<u>\$6,011.02</u>
		Transactions	
	Department <b>12 - Human Resources</b> Totals	Invoice 1	<u>\$6,011.02</u>
		Transactions	
	Fund <b>805 - Unemployment Comp Non-Reverting</b> Totals	Invoice 1	<u>\$6,011.02</u>
		Transactions	

Fund **978 - City 2016 GO Bond Proceeds**

Department **06 - Controller's Office**

Program **06016A - 2016 A Signal Modernization**

Account **54510 - Other Capital Outlays**

20 - Lochmueller Group, INC	13-17th & Dunn Intersection Imp-serv. thru 10/31/20	BC 2017-71	12/24/2020	1,126.10
	Account <b>54510 - Other Capital Outlays</b> Totals	Invoice 1		<u>\$1,126.10</u>
		Transactions		
	Program <b>06016A - 2016 A Signal Modernization</b> Totals	Invoice 1		<u>\$1,126.10</u>
		Transactions		

Program **06016B - 2016 B Ped/Signal/Intersection**

Account **54510 - Other Capital Outlays**

1959 - Clark Dietz INC	13-3rd & Indiana_Signal Project-9/26-10/30/20	BC 2019-58	12/24/2020	2,720.00
	Account <b>54510 - Other Capital Outlays</b> Totals	Invoice 1		<u>\$2,720.00</u>
		Transactions		
	Program <b>06016B - 2016 B Ped/Signal/Intersection</b> Totals	Invoice 1		<u>\$2,720.00</u>
		Transactions		



# Board of Public Works Claim Register

Invoice Date Range 12/09/20 -  
12/24/20

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH2_(RW)-9/1-10/31/20	BC 2019-88	12/24/2020	537.50
Account <b>54310 - Improvements Other Than Building</b> Totals				Invoice 1
				Transactions
Program <b>06016C - 2016 C Jackson Trail</b> Totals				Invoice 1
				Transactions

Program **06016D - 2016 D Multi Use Paths**

Account **54310 - Improvements Other Than Building**

16 - Butler, Fairman & Seufert, INC	13-Rogers/Winslow/Henderson multi-use path-2/3-2/29/20	BC 2019-87	12/24/2020	1,901.74
16 - Butler, Fairman & Seufert, INC	13-Rogers/Winslow/Henderson multi-use path-10/1-10/31/20	BC 2019-87	12/24/2020	45,059.50
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Avenue Sidepath-8/8-11/27/20-Inv. date 11/27/20	BC 2018-111	12/24/2020	605.50
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson Street Sidepath-8/8-11/27/20-Inv. date 11/27/20	BC 2018-112	12/24/2020	628.50
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Road Sidepath-8/8-11/27/20-Inv date 11/26/20	BC 2018-110	12/24/2020	559.50
Account <b>54310 - Improvements Other Than Building</b> Totals				Invoice 5
				Transactions
Program <b>06016D - 2016 D Multi Use Paths</b> Totals				Invoice 5
				Transactions
Department <b>06 - Controller's Office</b> Totals				Invoice 8
				Transactions
Fund <b>978 - City 2016 GO Bond Proceeds</b> Totals				Invoice 8
				Transactions
Grand Totals				Invoice 489
				Transactions

## REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/24/2020	Claims				2,563,698.90
					<b>2,563,698.90</b>

### 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 **\$ 2,563,698.90**

**Dated this 22nd day of December year of 2020.**

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 \_\_\_\_\_