Board of Public Works Meeting

September 5, 2017

AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, September 5, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED BIDS AND QUOTES

1. **Open Sealed Quotes for Interior Renovation of 4th St. Garage Skywalk**

IV. CONSENT AGENDA

1. **Approval of Minutes-August 22, 2017**
2. **Resolution 2017-81: Use of City Streets for E. University St. Block Party (Sunday, 9/24)**
3. **Request for Noise Permit for John Hamilton Friends & Family Picnic at Bryan Park (Sunday, 9/10)**
4. **Approval of Payroll Register**

V. NEW BUSINESS

1. **Approve Memorandum of Understanding with Gilliatte General Contractors for Use of Public Right-of-Way for Construction of Cityside**
2. **Resolution 2017-82: Request to Encroach into Public Right of Way with Stone Wall at 701 S. Ballantine Rd.**
3. **Approve Consulting Services Agreement with Bynum Fanyo & Associates, Inc. for the Kinser Pike Sidewalk Improvement Project**
4. **Approve Preliminary Engineering Services Design Contract Amendment 2 with The Etica Group, Inc. for the Mitchell Street Sidewalk Project**

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. 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.

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

The Board of Public Works meeting was held on Tuesday, August 8, 2017 at 5:35 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

ROLL CALL

Present: Kyla Cox Deckard
Kelly Boatman
Dana Palazzo

City Staff: John Hewett – Housing and Neighborhood Development
Chris Wheeler – City Legal
Sean Starowitz – Economic and Sustainable Development
Dan Backler – Planning and Transportation
Andrew Cibor – Planning and Transportation
Neil Kopper – Planning and Transportation
Jason Moore – Bloomington Fire Department
Jayme Washel – Bloomington Fire Department
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

MESSAGES FROM BOARD MEMBERS

None

PETITIONS & REMONSTRANCES

None

TITLE VI VIOLATIONS

Emergency Order to Vacate 600 E. Hillside (Park South)

John Hewett, with Housing and Neighborhood Development, announced that at 3:15 p.m. this afternoon, the property was deemed compliant and the order was lifted.

Permission to Abate the Property at 3807 E. 3rd St.

Chris Wheeler, with City Legal, presented the request to Abate the Property at 3807 E. 3rd St. See meeting packet for further details.

Boatman asked if there has been any response from the owner

Wheeler said there was not. He explained that every certified letter sent to the last known address for the property owner has been returned. The ordinance allows compliance officers to then provide notice in other ways including posting on the doors of the property.

Palazzo made a motion to approve the request to Abate the Property at 3807 E. 3rd St. Boatman seconded. The motion passed. Abatement approved.

Permission to Abate the Property at 2414 S. Milton Dr.

Hewett presented the request to Abate the Property at 2414 S. Milton Dr. See meeting packet for further details.

Cox Deckard asked if these notices have been received.

Hewett confirmed.

Boatman made a motion to approve the request to Abate the Property at 2414 S. Milton Dr. Palazzo seconded. The motion passed. Abatement approved.

CONSENT AGENDA

1. Approval of Minutes-August 8, 2017
2. Resolution 2017-72: Use of City Street for Susie Street Block Party (Sunday, 8/27)
3. Resolution 2017-73: Use of City Street for First United Methodist Church Annual Picnic (Sunday 9/10)
4. Resolution 2017-74: Use of City Street for Buskirk-Chumley Red Carpet Event (Sunday 9/17)
5. Resolution 2017-75: Use of City Street for Breast Cancer Awareness Walk (Saturday, 10/21)
6. Resolution 2017-76: Use of City Street for Jill Behrman 5K Color the Campus Run Walk (Saturday, 10/21)
7. Resolution 2017-77: Use of City Street for IU Fall Cycling Series Street Sprints (Saturday, 10/21)
8. Amend Resolution 2017-59: Use of City Streets for Lotus

Festival (9/28/17-10/1/17)

9. Amend Resolution 2017-64: Use of City Streets for Bloomingfoods Vendor Fair 2017 (Saturday, 9/9, Rain date 9/16)
10. Noise Permit Request for Cry Out in the Park (Sunday 9/3)
11. Approval of Payroll Register for 8/18/17 in the amount of $380,081.89.

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

NEW BUSINESS

Approve Request to Extend Temporary Closure of Fess Ave. from Indiana University for Mathers Museum Construction

Daniel Backler, with Planning and Transportation, presented the Request to Extend Temporary Closure of Fess Ave. from Indiana University for Mathers Museum construction. See meeting packet for further details.

Boatman asked if the extension was due to a delay with the start of the project.

Backler confirmed.

Boatman made a motion to approve the Request to Extend Temporary Closure of Fess Ave. from Indiana University for Mathers Museum Construction. Palazzo seconded. The motion passed. Closure extension approved.

Resolution 2017-78: Request to Encroach into Public Right of Way with Seating Deck at 110 N. Walnut St.

Frank Perrelle, with Opie Taylor's, presented Resolution 2017-78: Request to Encroach into Public Right of Way with Seating Deck at 110 N. Walnut St. See meeting packet for further details.

Backler added that the deck meets all required specifications.

Boatman asked if there are any other encroachments on that side of Walnut St.

Perrelle said Malibu Grill encroaches. However, all spacing requirements will be met. The slope in that area was factored into the design of the deck.

Discussion about what structures require encroachments ensued.

Palazzo made a motion to approve Resolution 2017-78: Request to Encroach into Public Right of Way with Seating Deck at 110 N. Walnut St. Boatman seconded. The motion passed. Resolution 2017-78 approved.

Approve Contract for Sare Rd. Multiuse Path and Intersection Improvements INDOT-LPA Project Coordination

Neil Kopper, with Planning and Transportation, presented the Contract for Sare Rd. Multiuse Path and Intersection Improvements INDOT-LPA Project Coordination. See meeting packet for further details.

Boatman made a motion to approve the Contract for Sare Rd. Multiuse Path and Intersection Improvements INDOT-LPA Project Coordination**.** Palazzo seconded. The motion passed. Contract approved.

Approve School Zone Enhancements INDOT-LPA Project Coordination Contract

Kopper presented the School Zone Enhancements INDOT-LPA Project Coordination Contract. See meeting packet for further details.

Boatman asked Kopper to provide an overview of the enhancements.

Kopper explained signs would be updated and become more enforceable. He also explained that school zone lengths would be limited to where children are crossing and times when they are present. These changes would be implemented for schools within City limits.

Palazzo made a motion to approve the School Zone Enhancements INDOT-LPA Project Coordination Contract. Boatman seconded. The motion passed. Contract approved.

Resolution 2017-79: Approve Special Purchase for Air Filtration System for All City Fire Stations

Jason Moore, with the Bloomington Fire Department, presented Resolution 2017-79: Approve Special Purchase for Air Filtration System for All City Fire Stations. See meeting packet for further details.

Palazzo asked why the price was so reasonable.

Moore explained most systems are more expensive because they require more power.

Boatman made a motion approve Resolution 2017-79: Approve Special Purchase for Air Filtration System for All City Fire Stations. Palazzo seconded. The motion passed. Resolution 2017-79 approved.

Approve Agreement with Fish Window Cleaning for Interior and Exterior Window Cleaning Services for the Morton, Walnut, and 4th St. Parking Garages

Smith presented the Agreement with Fish Window Cleaning for Interior and Exterior Window Cleaning Services for the Morton, Walnut, and 4th St. Parking Garages. See meeting packet for further details.

Boatman asked if the agreement is for a certain term.

Smith explained it is a one-time service.

Palazzo made a motion to approve the Agreement with Fish Window Cleaning for Interior and Exterior Window Cleaning Services for the Morton, Walnut, and 4th St. Parking Garages. Boatman seconded. The motion passed. Agreement approved.

Approve Consulting Contract with Jane St. John, LLC, for Economic and Sustainable Development Special Projects

Sean Starowitz with Economic and Sustainable Development, presented the Consulting Contract with Jane St. John, LLC, for Economic and Sustainable Development Special Projects. See meeting packet for further details.

Palazzo asked about the duration of the contract, as mentioned in "Exhibit A."

Starowitz explained the dates mentioned address the completion date of the project overall. They're hoping to have hired another sustainability coordinator before that time.

Palazzo asked Starowitz to clarify the third paragraph of the overview of "Exhibit A."

Starowitz explained this addresses the flexibility staff would need for implementation of the programs.

Discussion about the routing of the contract's approvals ensued.

Palazzo asked how this vendor was chosen.

Starowitz explained she has experience working with the City.

Cox Deckard asked if the City has used this consultant recently.

Starowitz said staff will follow-up with the Board at a subsequent meeting.

Cox Deckard asked when the work would start.

Starowitz said it would begin as soon as the contract is signed.

Palazzo asked if a vendor's contract would come to the Board when there is a conflict of interest.

Jackie Moore, with City Legal, explained the conflict has nothing to do with the fact that this consultant was selected. In this case, the consultant is the spouse of a City employee. The mayor would have to waive it, and has done so.

Cox Deckard asked if the City employee (the spouse) was involved in the decisions of the project.

Starowitz said he was not.

Cox Deckard asked what the consultant's hourly pay would be.

Boatman estimated $101 per hour.

Boatman asked if Alex Crowley will oversee the project.

Starowitz confirmed.

Boatman asked if the consultant's paychecks would appear on the claims register.

Starowitz confirmed.

Cox Deckard asked if the consultant will be working part-time.

Starowitz confirmed.

Discussion about the details of compensation ensued.

Boatman noted that the contract mentions the consultant will be paid $85 per hour, not to exceed $39,950.

Cox Deckard requested further clarification of "Article 4" regarding the compensation of Jane St. John, LLC, as the listed amounts differed.

Boatman requested further clarification regarding the scope of work extending beyond the expiration of the contract.

Cox Deckard made a motion to table the discussion for the Consulting Contract with Jane St. John, LLC, for Economic and Sustainable Development Special Projects. Palazzo seconded. The motion passed. Contract tabled.

STAFF REPORTS & OTHER BUSINESS

Smith provided the following announcements:

- The following businesses will receive Outdoor Seating Permits: Opie Taylors (110 N. Walnut St.), Swing-In Pizza (1280 N. College Ave., Suite 3), Michael's Uptown Café (102 E. Kirkwood Ave.), Relish (204 N. Morton St.), The Village Deli Inc. (409 E. Kirkwood Ave.), The Tap (101 N. College Ave.), and Scotty's Brewhouse (302 N. Walnut St.),

APPROVAL OF CLAIMS

Palazzo moved to approve the Claims Register for 7/14/17 – 8/25/17 in the amount of $376,630.77. Cox Deckard seconded the motion. The motion passed. Claims approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 6:45 p.m.

Accepted by:

_____

Kyla Cox Deckard, President

_____

Kelly Boatman, Vice-president

_____

Dana Palazzo, Secretary

Date: Attest to:

Board of Public Works
Staff Report

Project/Event: **East University Street Block Party**

Petitioner/Representative: East University Neighborhood

Staff Representative: Sean Starowitz

Meeting Date: September 5, 2017

The East University Neighborhood requests the Board's permission to close a public street to hold a neighborhood block party on Sunday, September 24, 2017 from 5:00 p.m. p.m. to 8:00 p.m.; rain date of Friday, September 29, 2017. The event hours are 5:30 p.m. to 7:30 p.m.

Pending Board approval this neighborhood gathering will temporarily close the 900 Block of East University Street between South Woodlawn Avenue and South Hawthorne Drive between the hours of 5:00 p.m. and 8:00 p.m. A noise permit is part of the resolution so music may be played during the event. The organizers expect up to 40 neighbors.

Recommendation and Supporting Justification: Staff supports the street closure for East University Neighborhood Block Party. The Maintenance of Traffic Plan (MOT) has been approved by Planning and Transportation Department.

Staff supports this event.

Recommend **X Approval** ☐ **Denial by** Sean Starowitz

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-81

EAST UNIVERSITY NEIGHBORHOOD BLOCK PARTY

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

WHEREAS, the East University Neighborhood (hereinafter referred to as "Neighborhood") is desirous of the closing the 900 block of E. University Street between S. Woodlawn Avenue and S. Hawthorne Drive to hold a block party; and

WHEREAS, the City of Bloomington encourages and values activities for residents to get to know their neighbors; and

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

1. The City of Bloomington Board of Public Works declares the 900 block of E. University Street between S. Woodlawn Avenue and S. Hawthorne Drive be temporarily closed to motor vehicle traffic and parking from 5:00 p.m. to 8:00 p.m., Sunday, September 24, 2017, (rain date September 29, 2017) for the purpose of staging a neighborhood block party to be held between 5:30 p.m. and 7:30 p.m..

2. The Neighborhood shall be responsible for posting "no parking" signs at least 24 hours in advance of the street closing. Temporary "no parking" signs may be obtained from the City of Bloomington Department of Public Works.

3. The Neighborhood shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. The Neighborhood agrees to obtain and place at its own expense Type 3 barricades and signage required by the Traffic Plan. The Neighborhood agrees to close the street not before 5:00 p.m. on Sunday, September 24, 2017, and to remove barricades and signage by 8:00 p.m. on Sunday, September 24, 2017. Rain date of Friday, September 29, 2017.

4. The Neighborhood shall be responsible for obtaining any and all required permits or licenses as well as being responsible for all legal and financial expenditures.

5. The Neighborhood shall be responsible for notifying the general public, public transit and public safety agencies of the street closing at least 48 hours in advance.

6. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the event.

7. The Neighborhood shall clean up the street both before and after the event. The clean-up shall include but not be limited to removal of any food or drink residue, picking up litter, sweeping any broken glass, and the placing, emptying and removal of trashcans/recycle bins. Clean-up after the event shall be completed by 8:00 p.m. on the day of the event.

8. _____, a duly authorized representative of the Neighborhood, represents that he/she has been fully empowered by proper action of the Neighborhood to bind the Neighborhood to the terms and conditions set forth in this Resolution and does so bind the Neighborhood by his/her signature set forth below.

ADOPTED THIS _____DAY OF _____, 2017.

BOARD OF PUBLIC WORKS

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice President

_____
Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION AND AGREED TO:

_____
Signature

_____
Printed Name
East University Neighborhood

_____
Date:

9-5-17
2014-13
9-20-13

SPECIAL EVENT APPLICATION

CITY OF BLOOMINGTON

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

Department of Public Works

812-349-3410

1. Applicant Information

Contact Name:	Charlie Matson		
Contact Phone:	(812) 331-0413	Mobile Phone:	(812) 325-4178
Title/Position:	Organizer of Event / Block Neighbor		
Organization:	University Street residents / neighbors		
Address:	919 E. University St.		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	matsonhoosier@yahoo.com		
Organization E-Mail and URL:	N/A		
Org Phone No:	N/A	Fax No:	

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

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

N A

NOISE PERMIT

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

CITY OF BLOOMINGTON

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	University St. Neighbors Potluck		
Location of Event:	Street in front of 919 E. University		
Date of Event:	9/24/17 Rain date 9/29/17	Time of Event:	Start: 5:30
Calendar Day of Week:	Sunday		End: 7:30
Description of Event:	annual neighborhood potluck / meet & greet for all residents of the 900–1000 block of University St.		
Source of Noise:	☐ Live Band ☐ Instrument ☐ Loudspeaker		Will Noise be Amplified? ☐ Yes ☒ No
Is this a Charity Event?	☐ Yes ☐ No	If Yes, to Benefit:	

Applicant Information

Name:	Charlie Matson		
Organization:	University St. Neighbors	Title:	Organizer of Event / Neighbor on Block
Physical Address:	919 E. University St.		
Email Address:	matsonhoosier@yahoo.com	Phone Number:	(812) 331-0413
Signature:	Charles C. Matson	Date:	8/23/17 8/23/17

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President	Kelly M. Boatman, Vice-President
Date	Dana Palazzo, Secretary

3. Event Information

Type of Event	☐ Metered Parking Space(s) ☐ Run/Walk ☐ Festival ☒ Block Party ☐ Parade ☐ Other (Explain below in Description of Event)			
Date(s) of Event:	September 24, 2017 (rain date September 29, 2017)			
Time of Event:	Date:	Start: 5:30p	Date:	End: 7:30p
Setup/Teardown time Needed	Date:	Start: 5:00p	Date:	End: 8:00p
Calendar Day of Week:	Sunday (rain date - Friday)			
Description of Event:	Annual Neighborhood potluck / meet & greet for all residents living in the 900-1000 block of University St. Neighbors on the street have traditionally gathered for a back-to-school potluck/picnic, and to welcome any new neighbors to the street.			
Expected Number of Participants:	30-40	Expected # of vehicles (Use of Parking Spaces to close): 0		

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

☒	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
☒	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
☒	A properly executed Maintenance of Traffic Plan • Determine if No Parking Signs will be required — parking ok - we don't need parked cars to move as cars belong to residents that will be at the potluck
☒	Noise Permit application — N/A — no amplified noise - but will apply anyway

IF YOUR EVENT IS A **RUN/WALK/PARADE,** YOU ARE REQUIRED TO SECURE AND ATTACHED THE

☑	Determine what type of Event
☑	Complete application with attachment ☑ Detailed Map ☑ Proof of notification to businesses/residents (copy of letter/flyer/other) ☐ Maintenance of Traffic Plan ☑ Noise Permit Application (if applicable) ~~N/A~~ ☐ Certificate of Liability Insurance NA ☐ Secured a Parade Permit from Bloomington Police Department (if applicable) NA ☐ Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) NA ☐ Waste and Recycling Plan (if applicable) NA
☐	Date Application will be heard by Board of Public Works 9-5-17
☐	Approved Parks Special Use Permit (if using a City Park) NA
☐	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection) NA

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development	8.25.17	SS
	Bloomington Police	8.25.17	S Oldham
	Bloomington Fire	8.28.17	J Johnson
	Planning & Transportation		
	Transit	8.25.17	I. Patton
	Public Works		
	Board of Public Works		

It's Time to Get Together!!

DETAILS

Join us for the Annual
University St. Block Potluck!

DATE: **Sunday, September 24th, 5:30-7:30pm**

WHERE: In the street in front of 919 E. University

YOU BRING: A side dish or dessert to share and your item to put on the grill

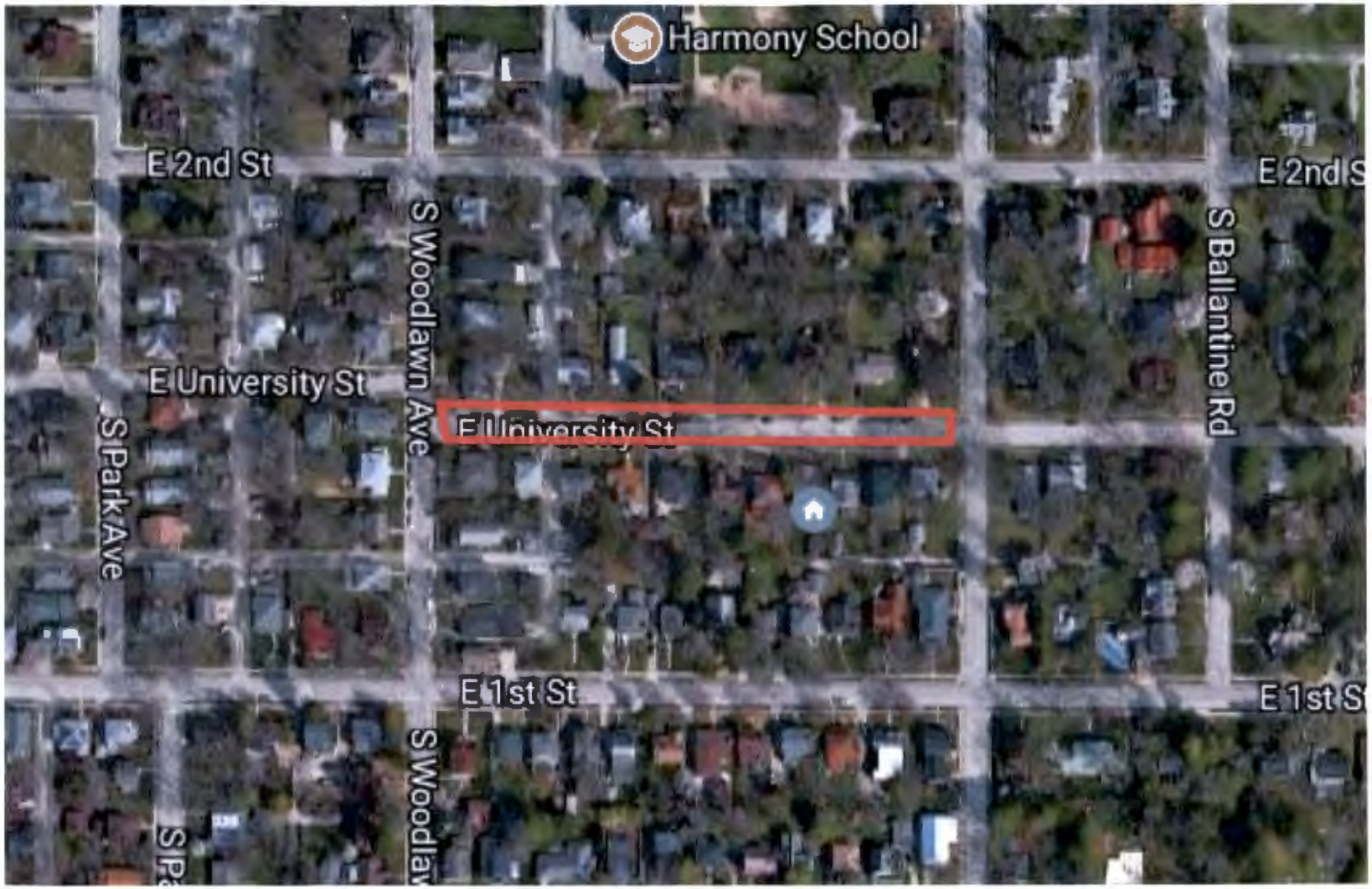
Chairs

Adult beverage if you choose

WE PROVIDE: The grills (and a grill master!), tables, water and lemonade, plates, napkins, silverware, cups, condiments, buns, coolers and ice

HOSTED BY: Kelly Boatman (kmboatman@gmail.com) and Charlie Matson (matsonhoosier@yahoo.com)

We will obtain permission from the City to close our block to traffic during the time of our event. The request will heard by the Board of Public Works (BPW) at their public meeting on either Sept 5th or 19th. If you have any questions or concerns, please contact Kelly Boatman 812-287-0031. Thanks!



Signs and Type3 traffic barriers will be in place at both ends of the block from 5pm-8pm.

Board of Public Works
Staff Report

Project/Event: Hamilton Family & Friends Picnic

Staff Representative: Christina Smith

Meeting Date: September 5, 2017

Event Date: Sunday September 10, 2017

Hamilton Family & Friends wish to hold a picnic on September 10th from 4:00 p.m. to 7:00 p.m. at Bryan Park. This event is open to the community, food and music will be provided.

Staff supports the noise permit request.

CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	Hamilton Friends and Family Picnic		
Location of Event:	Bryan Park		
Date of Event:	9.10.17	Time of Event:	Start: 4pm
Calendar Day of Week:	Sunday		End: 7pm
Description of Event:	A picnic open to the community, hosted by Mayor Hamilton. There will be free food and a live band.		
Source of Noise:	☒ Live Band ☐ Instrument ☐ Loudspeaker		Will Noise be Amplified? ☒ Yes ☐ No
Is this a Charity Event?	☐ Yes ☒ No	If Yes, to Benefit:	

Applicant Information

Name:	Morgan Wells		
Organization:	John Hamilton for Mayor	Title:	Intern
Physical Address:	8005 N old SR 37, Bloomington, IN 47408		
Email Address:	morwells@indiana.edu	Phone Number:	765-918-0648
Signature:	Morgan Wells	Date:	8.17.17

FOR CITY OF BLOOMINGTON USE ONLY

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

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

CITY OF BLOOMINGTON
parks and recreation

Mailing Address
Administrative Offices
401 N. Morton St. Suite 250
PO Box 848
Bloomington, IN 47402
Phone: (812) 349-3700
Fax: (812-349-3705
parks@bloomington.in.gov
www.bloomington.in.gov/parks

Allison-Jukebox Community Center
351 South Washington Street
Bloomington, IN 47401
(812) 349-3731

Banneker Community Center
930 West 7th Street
Bloomington, IN 47402
(812) 349-3735

Cascades Golf Course
3550 North Kinser Pike
Bloomington, IN 47402
(812) 349-3764

Frank Southern Ice Arena
1965 South Henderson Street
Bloomington, IN 47401
(812) 349-3740

Twin Lakes Recreation Center
1700 West Bloomfield Road
Bloomington, IN 47403
(812) 349-3720

Inclusive Recreation
(812) 349-3747

Maintenance, Landscaping & Cemetery Operations
(812) 349-3498

Urban Forestry
(812) 349-3716

Date: August 10, 2017

Dear Applicant:

We are pleased to inform you, the request for a Special Use Permit has been approved for the following event/facility/date:

Hamilton Friends and Family Picnic

Bryan Park to include Bryan North Shelter and Henderson Shelter

Sunday, September 10, 2017 – 2:00pm to 8:00pm (includes set-up & dismantle)

Special Notes:

Certificate of Insurance, site plan, agenda and payment will need to be submitted to this office not later then September 1, 2017. Tents and temporary structures must be securely weighted down on all sides. Staking of items is not permitted in the park. Contact Christina Smith with the Planning Department to determine if a noise permit is necessary.

Please adhere to the Bloomington Parks and Recreation's special use guidelines (attached) when conducting your event, specifically as it relates to items #6, 8, 10, 11, and 12 under Use, Security, Safety.

Attached is an invoice for your event permit. Payment is due at least ten (10) days prior to your event.

Please feel free to contact me should you have further questions.

Sincerely,

Kim Clapp

Kim Clapp
Office Manager

Encl. Permit Packet

Cc: Community Events Staff
Operations Staff
Board of Public Works
Bloomington Police Department

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/1/2017	Payroll				389,280.39
					389,280.39

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 **$ 389,280.39**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____

Board of Public Works
Staff Report

Project/Event: Request use of and closure of portions of South Washington Street and East 4th Street during construction of The Cityside Project

Staff Representative: Dan Backler

Petitioner/Representative: Gilliatte General Contractors/Tom Ritman

Date: September 5th, 2017

Report: Fifth-Third Bank, and its associated properties, occupy the area bound by 3rd and 4th Streets to the north and south and by Washington Street and the north-south alley between Washington Street and Walnut Street. The scope of this project includes renovations and an addition to the existing building as well as the construction of an additional building.
The intent of the request is to enclose the area with construction fencing. This area includes adjacent alleys and sidewalks along the north and east sides of the project during both the renovation and the construction of the new development to be known as "Cityside" while allowing access to the existing building. Pedestrian walk-arounds will be provided along 4th Street and along Washington Street. The project has received the approval of both the Plan Commission and the City Council. Completion of the project is expected to be August of 2018.

Recommendation and Supporting Justification: It is common to have a developing site fenced in for both safety purposes and to prevent vandalism. This project not only includes the on-site development but also the reconstruction of adjacent alleys as well as new sidewalks and street trees in the overall area. Due to the scope of the project, this seems to be the best possible way to secure the site. The existing sidewalk along the north side of 3rd will remain open. A memo of understanding has been prepared which has a hold harmless agreement as well as other conditions of approval.

Recommend ☒ **Approval** ☐ **Denial by** Dan Backler

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

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and Gilliatte General Contractors, Inc., outlines the binding conditions placed upon and agreed to by Gilliatte General Contractors, Inc., in exchange for use by Gilliatte General Contractors, Inc., its agents and subcontractors, of certain public right of way during the construction of the Cityside development in the area north of East 3rd Street, south of East 4th Street and west of South Washington Street, as depicted in Exhibits A and B, in Bloomington, Indiana (hereinafter the "Construction Site").

1. This MOU shall cover the time period from September 6, 2017, through August 1, 2018, inclusive.

2. Planning and Transportation shall allow Gilliatte General Contractors, Inc., to block and restrict from general public usage the Construction Site as depicted in Exhibits A and B, attached hereto and incorporated herein.

3. Gilliatte General Contractors, Inc., shall coordinate the placement of any and all construction notification and detour signage with Planning and Transportation including both vehicular and pedestrian signage.

4. Gilliatte General Contractors, Inc., shall install and maintain, to the satisfaction of Planning and Transportation, all signage associated with providing notice to the public of restrictions on right of way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by Planning and Transportation. In the event any pedestrian route must be modified to accommodate this Construction Site, Gilliatte General Contractors, Inc., shall install and maintain any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.

5. Gilliatte General Contractors, Inc., shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by Gilliatte General Contractors, Inc.

6. Gilliatte General Contractors, Inc., shall be responsible for repairing and restoring the adjoining right of way and all improvements to the reasonable satisfaction of the Department of Public Works as soon as

practicably possible. Gilliatte General Contractors, Inc., shall restore such right of way and improvements to as good a condition as they were in immediately prior to the commencement of the work described in this MOU. The City waives no right to make claims for any damages incurred as a result of work described in this MOU and performed by Gilliatte General Contractors, Inc., their employees, agents, contractors and subcontractors.

7. Gilliatte General Contractors, Inc., shall also be financially responsible to City of Bloomington Utilities for any damage done to any City of Bloomington Utilities facility. In the event damage occurs during this project, repairs shall either be performed by or approved by City of Bloomington Utilities.

8. The City shall have the right to avail itself of any legal action and remedy as necessary to maintain the free flow of traffic along the streets in the Construction Site area.

9. Nothing in this MOU shall be construed to prohibit the City of Bloomington from issuing any Stop Work Orders during construction on this project, in addition to any remedy or action spelled out in this MOU or available under law.

10. Should any part of this MOU be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the MOU is still served.

11. Gilliatte General Contractors, Inc., agrees to release, forever discharge, hold harmless and indemnify the City of Bloomington, Indiana, its departments, its Board of Public Works and its employees, officers and agents, its successors and assigns from any and all claims or causes of action that may arise from personal injury, property damage, and/or any other type of claim which my occur as a result of Gilliatte General Contractors, Inc.'s use of the described right of way, whether such claims may be brought by the City of Bloomington or by any third party.

12. Gilliatte General Contractors, Inc., shall coordinate with City Parking Operations the removal and replacement of parking meter posts from the metered parking spaces along the south side of East 4th Street as well as the west side of South Washington Street and directly adjacent to the Construction Site as depicted in Exhibits A and B. City Parking Operations shall remove the meter heads from the posts prior to the commencement of construction activity and shall replace the meter heads following Gilliatte General Contractors, Inc.'s replacement of the meter posts.

13. Gilliatte General Contractors, Inc., shall pay for any and all meter fees associated with the closure of the adjoining parking spaces at a rate of

twelve dollars ($12) per day per meter with an administrative fee of five dollars ($5). Gilliatte General Contractors, Inc., has requested a term of approximately eleven (11) months for its use of City right of way adjacent to the Construction Site. Meter fees under the terms of this MOU are Twenty-Two Thousand, Three Hundred Forty-Nine Dollars and Zero Cents ($22,349.00). Gilliatte General Contractors, Inc., shall incur meter fees of Eighty-Four Dollars and Zero Cents ($84.00) per day for each working day after August 1, 2018, that Gilliatte General Contractors, Inc., continues to use public right of way.

14. Prior to beginning work, Gilliatte General Contractors, Inc., shall provide Planning and Transportation with a phone contact list for their supervisory personnel and for their sub-contractors.

15. Gilliatte General Contractors, Inc., shall make its on-site supervisory personnel available for bi-weekly meetings with Planning and Transportation staff for progress updates.

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

City of Bloomington

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

Date: _____

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

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

Gilliatte General Contractors

By: _____
Thomas J. Ritman, President

Date: _____

City of Bloomington
Planning and Transportation Department

Certificate of Zoning Compliance

Application #:	C17-418	PROPOSED WORK IN FLOODPLAIN
Date:	August 28, 2017	☐ Yes ☒ No
Property Address:	200 S. Washington Street	FEMA MAP PANEL 18105C0141D Effective Date December 17, 2010
Zoning:	CD Downtown Core Overlay	
Proposed Use:	Mixed Use - Grading Permit	

The submitted plans have been reviewed for compliance with applicable provisions of Bloomington Municipal Code and conformance with the terms of any approvals which have been granted under authority of the Municipal Code. The Planning and Transportation Department finds the plans to be in compliance:

☐ - As submitted

☒ - With modifications or conditions as follows:

1. Project will comply with all current ADA (Americans with Disabilities Act) requirements and anything in the public right-of-way must comply with the proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-way (PROWAG).
2. Public improvements shall be in accordance with the current edition of the Indiana Department of Transportation Standards and Specifications.
3. All utility work shall be in accordance with the current City of Bloomington Utility Specifications.
4. An Erosion Control Plan complying with Bloomington Municipal Code 20.06.05.03 is required to be in place during the period of any earth disturbing activities, and until the site is stabilized.
5. This Approval is only for the City of Bloomington Planning and Transportation Department and does not constitute approval from any other required Public Agency/Entities.
6. All bonding must remain current until a written release of such bonding is given by a representative of the City of Bloomington Planning and Transportation Department.
7. An onsite pre-construction meeting shall be held prior to any earth disturbing activities to inspect the installation of all erosion control measures as per approved plan. Please contact Dan Backler at (812) 349-3423 to schedule an onsite inspection. Please make the request 48 hours in advance.
8. Any infrastructure in the public right-of-way that is damaged must be restored to previous or improved conditions and be in compliance with all applicable standards and regulations.
9. It is the responsibility of the permit holder to call at least 24 hours in advance for any and all inspections required by the City of Bloomington, failure to do so may result in the City of Bloomington not accepting future intended public improvements or the requirements of a warranty on any uninspected improvements. Inspections required include backfill utilities in the right-of-way, subgrade treatment, base and sub-base (proof roll), ramp and sidewalk forms, and final punch/acceptance. Please contact Dan Backler at 812-349-3423 to schedule the public improvement inspections for this site.
10. Approved per terms and conditions of Plan Commission Case #SP-16-17.
11. All required site improvements must be installed prior to issuance of an occupancy permit.
12. This is not a building permit, and permits no building construction. Separate permits are needed for building construction.
13. No signage is approved with this permit.
14. No work in the public right-of-way can commence until a ROW excavation permit is approved.

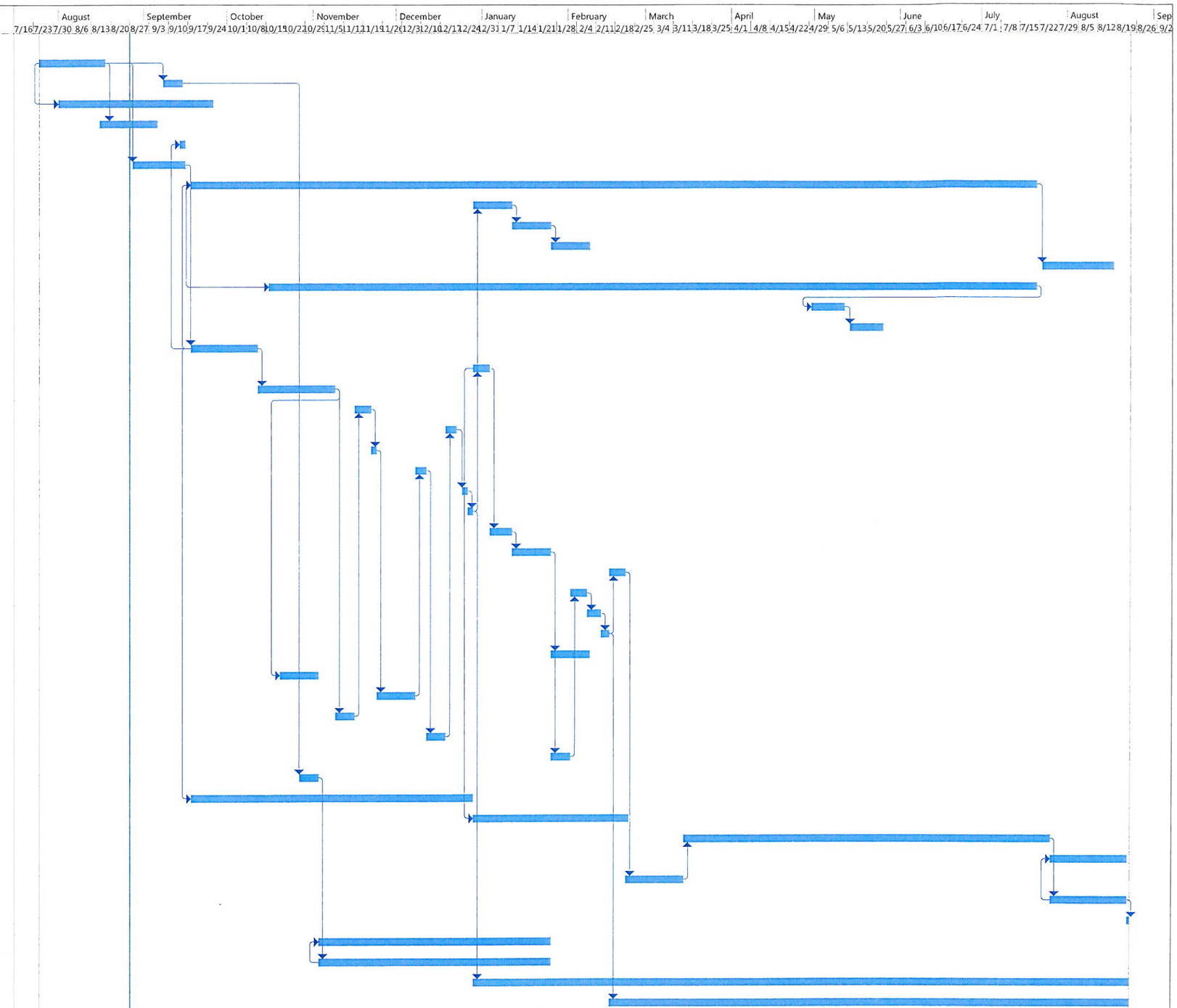
City of Bloomington
Planning and Transportation Department

This Certificate of Zoning Compliance pertains only to the plans dated 08/28/17, sealed by Stephen L. Smith, and the specific use proposed, exactly as submitted and reviewed. This Certificate does not constitute the issuance of any additional required permits nor exempt the property from compliance with any requirements of other governmental entities.

Jackie Scanlan, AICP
Senior Zoning Planner
City of Bloomington
Planning and Transportation Department

Neil Kopper, PE
Project Engineer
City of Bloomington
Planning and Transportation Department

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1						
2		PROJECT BIDDING	18 days	Tue 7/25/17	Thu 8/17/17	
3		SELECTIVE DEMO PERMIT 2NE	5 days	Fri 9/8/17	Thu 9/14/17	2FS+15 days
4		UTILITY RELOCATES W. ALLEY	40 days	Tue 8/1/17	Mon 9/25/17	2SS+5 days
5		SUBMIT FOR BLDG PERMITS	15 days	Wed 8/16/17	Tue 9/5/17	2FS-2 days
6		OHE RELOCATE SOUTH LOT	2 days	Thu 9/14/17	Fri 9/15/17	16SS-2 days
7		SHORING SHOP DRAWINGS	15 days	Mon 8/28/17	Fri 9/15/17	2FS+6 days
8		PHASE 1 SOUTH ROW USE	220 days	Mon 9/18/17	Fri 7/20/18	16SS
9		3RD ST. UTILITY ROW PH1	10 days	Fri 12/29/17	Thu 1/11/18	24
10		3RD ST. UTILITY ROW PH2	10 days	Fri 1/12/18	Thu 1/25/18	9
11		3RD ST. UTILITY ROW PH3	10 days	Fri 1/26/18	Thu 2/8/18	10
12		PHASE 2 SOUTH ROW. USE	20 days	Mon 7/23/18	Fri 8/17/18	8
13		PHAS1 1 NORTH ROW USE	200 days	Mon 10/16/1	Fri 7/20/18	8SS+20 days
14		4TH ST. UTILITY ROW PH1	10 days	Mon 4/30/18	Fri 5/11/18	13FS-60 days
15		4TH ST. UTILITY ROW PH2	10 days	Mon 5/14/18	Fri 5/25/18	14
16		SHORING EXC SOUTH LOT	18 days	Mon 9/18/17	Wed 10/11/17	
17		DEMO DRIVE THRU	4 days	Fri 12/29/17	Wed 1/3/18	24
18		CIP CONC GARAGE	20 days	Thu 10/12/17	Wed 11/8/17	16
19		STRUCT CONC 1 S	4 days	Thu 11/16/17	Tue 11/21/17	34
20		STRUCT CONC 2S	4 days	Tue 12/19/17	Fri 12/22/17	35
21		COMP SLAB PKG 1S	2 days	Wed 11/22/1	Thu 11/23/17	19
22		FIN SLAB PKG 1S	2 days	Fri 12/8/17	Mon 12/11/1	33
23		COMP SLAB 2S	2 days	Mon 12/25/1	Tue 12/26/17	20
24		FINISH SLAB 2S	2 days	Wed 12/27/1	Thu 12/28/17	23
25		DEEP FNDTNS N	6 days	Thu 1/4/18	Thu 1/11/18	17
26		GRADE BEAMS N	10 days	Fri 1/12/18	Thu 1/25/18	25
27		DRIVE THROUGH PAVING N	4 days	Fri 2/16/18	Wed 2/21/18	30
28		STRUCT CONC L2 N	4 days	Fri 2/2/18	Wed 2/7/18	36
29		COMP SLAB 2N	3 days	Thu 2/8/18	Mon 2/12/18	28
30		FINISH SLAB 2 N	3 days	Tue 2/13/18	Thu 2/15/18	29
31		BLOCK WALLS 1N	10 days	Fri 1/26/18	Thu 2/8/18	26
32		BLOCK WALLS GARAGE	10 days	Fri 10/20/17	Thu 11/2/17	18FS-14 days
33		BLOCK WALLS 1S	10 days	Fri 11/24/17	Thu 12/7/17	21
34		STEEL GARAGE	5 days	Thu 11/9/17	Wed 11/15/1	18
35		STEEL L1S	5 days	Tue 12/12/17	Mon 12/18/1	22
36		STEEL L1 N	5 days	Fri 1/26/18	Thu 2/1/18	26
37		STEEL L3 EXIST	5 days	Fri 10/27/17	Thu 11/2/17	3FS+30 days
38		BANK PKG. L1N	74 days	Mon 9/18/17	Thu 12/28/17	16SS
39		BANK PKG L1S	40 days	Fri 12/29/17	Thu 2/22/18	17SS
40		BNK PKG NEW DRIVE	95 days	Thu 3/15/18	Wed 7/25/18	42
41		BNK PKG L1S	20 days	Thu 7/26/18	Wed 8/22/18	43SS
42		DRIVE THRU PRELIM WORK	15 days	Thu 2/22/18	Wed 3/14/18	27
43		FINISHES DRIVE THRU	20 days	Thu 7/26/18	Wed 8/22/18	40
44		BNK PERM PKG.	1 day?	Thu 8/23/18	Thu 8/23/18	43
45		2ND FLOOR BLD OUT EXIST	60 days	Fri 11/3/17	Thu 1/25/18	46SS
46		3RD FLOOR EXOIST.	60 days	Fri 11/3/17	Thu 1/25/18	37
47		ABOVE PODIUM CONST S	170 days	Fri 12/29/17	Thu 8/23/18	24
48		ABOVE POD CONST N.	135 days	Fri 2/16/18	Thu 8/23/18	30



Project: CITY SIDE PRELIMINAR
Date: Sun 8/27/17

Task | Split | Milestone | Summary | Project Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | External Tasks | External Milestone | Deadline | Progress | Manual Progress

GILLIATTE
GENERAL CONTRACTORS, INC.

2515 Bloyd Avenue
Indianapolis, IN 46218
317.638.3355
gilliatte.com

NOTICE OF

CONSTRUCTION ACTIVITIES

PROJECT: CITYSIDE
ADDRESS: 200 S. WASHINGTON STREET
PROJECT SCHEDULE: SEPTEMBER 6, 2017 – AUGUST 1, 2018
WORK WITHIN PUBLIC RIGHTS-OF-WAY: 3RD STREET, 4TH STREET AND S. WASHINGTON STREET
SEE ATTACHED TRAFFIC FLOW PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: SEPTEMBER 5, 2017 AT 5:30 PM,

LOCATION: 401 N. MORTON STREET, SHOWERS BUILDING, CITY HALL COUNCIL CHAMBERS

REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN

THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION

Public comment regarding this request will be accepted at the meeting.

CONTRACTOR:
Gilliatte General Contractors
Tom Ritman
Email – Tritman@gilliatte.com
Phone: 317-638-3355

DEVELOPER/OWNER:
Cityside 123 LLC
Suzanne O'Connell
Email – Suzanne@tenthandcollege.com
Phone: 812-339-8777

7016 0910 0000 9537 2417

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City, State, ZIP+4® BLOOMINGTON 47404

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- Adult Signature Restricted Delivery $

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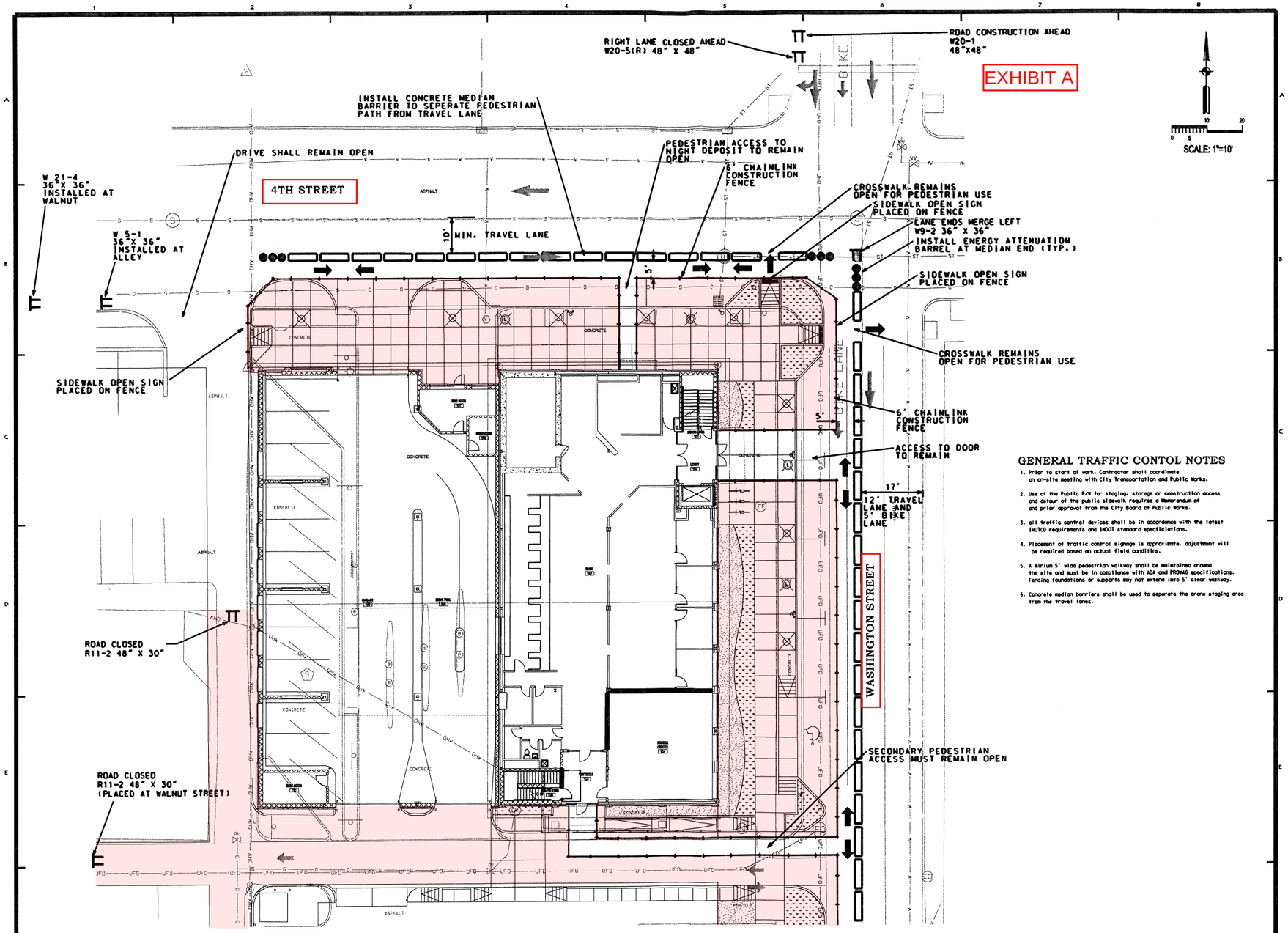


GENERAL TRAFFIC CONTOL NOTES

1. Prior to start of work, Contractor shall coordinate on on-site meeting with City Transportation and Public Works.
2. Use of the Public R/W for staging, storage or construction access and detour of the public sidewalk requires a Memorandum of and prior approval from the City Board of Public Works.
3. all traffic control devices shall be in accordance with the latest IMUTCD requirements and INDOT standard specifications.
4. Placement of traffic control signage is approximate, adjustment will be required based on actual field conditions.
5. A minium 5' wide pedestrian walkway shall be maintained around the site and must be in compliance with ADA and PROWAG specifications. Fencing foundations or supports may not extend into 5' clear walkway.
6. Concrete median barriers shall be used to seperate the crane staging area from the travel lanes.

AREA OF RIGHT-OF-WAY PROPOSED FOR USE OF AND WORK WITHIN

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

CIVIL CONSULTING ENGINEER:
SMITH BREHOB & ASSOCIATES, INC.

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

MECHANICAL - PLUMBING - ELECTRICAL CONSULTING ENGINEER:
BIAGI, CHANCE, CUMMINS, LONDON, TITZER, INC.

CITYSIDE 123, LLC.

CITYSIDE - NORTH BUILDING

BLOOMINGTON, IN

PROJECT NUMBER:
17009.01

DATE:
7/17/2017

8-14-17 ADDRESS CITY PLANNING COMMENTS

CERTIFICATION:

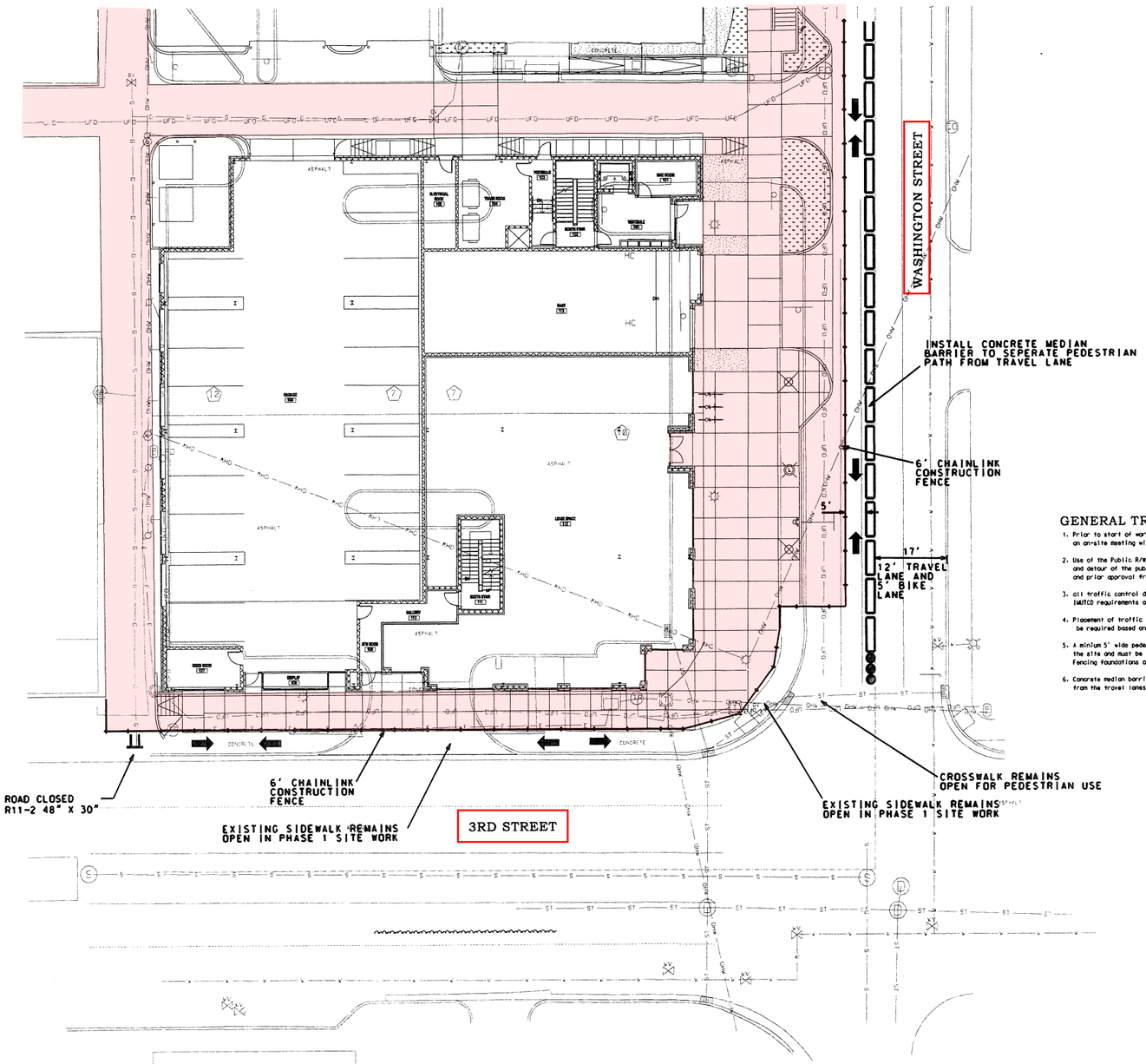
STEPHEN L. SMITH
REGISTERED
NO. PE00016196
STATE OF INDIANA
PROFESSIONAL ENGINEER

SHEET DESCRIPTION:
PHASE 1 PEDESTRIAN AND TRAFFIC MAINTENANCE PLAN

SHEET NUMBER:
C700N

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

EXHIBIT B



SCALE: 1"=10'

GENERAL TRAFFIC CONTOL NOTES

1. Prior to start of work, Contractor shall coordinate an on-site meeting with City Transportation and Public Works.
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www.studio3design.net
Phone: (317) 595.1000
Fax: (317) 572.1236
8604 Allisonville Road, Suite 330
Indianapolis, IN 46250

CIVIL CONSULTING ENGINEER:
SMITH BREHOB & ASSOCIATES, INC.

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

MECHANICAL - PLUMBING - ELECTRICAL CONSULTING ENGINEER:
BIAGI, CHANCE, CUMMINS, LONDON, TITZER, INC.

CITYSIDE 123, LLC.

CITYSIDE – SOUTH BUILDING

BLOOMINGTON, IN

PROJECT NUMBER:
17009.01

DATE:
7/17/2017

Revision Schedule	
No.	Description
A	8-14-17 ADDRESS CITY PLANNING COMMENTS

CERTIFICATION:

STEPHEN L. SMITH REGISTERED NO. P880018158 STATE OF INDIANA PROFESSIONAL ENGINEER

SHEET DESCRIPTION:
PHASE 1 PEDESTRIAN AND TRAFFIC MAINTENANCE PLAN

SHEET NUMBER:
C700S

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BPW South.sht 8/17/2017 11:01:30 AM

AREA OF RIGHT-OF-WAY PROPOSED FOR USE OF AND WORK WITHIN

Board of Public Works
Staff Report

Project/Event: Request of an Encroachment Agreement for existing structures and new wall at 701 S. Ballantine

Staff Representative: Dan Backler

Petitioner/Representative: Jennifer M. Schopf and Jonathan M. Fiedler, Property Owners

Date: September 5th, 2017

Report: The owners of the residence at 701 S. Ballantine propose the construction of a stone wall in the right-of-way adjacent to their property.

The right-of-way along Ballantine Road is sixty-six feet wide adjacent to this property. The right-of-way along University Street is fifty feet wide adjacent to this property. A small section of the home and a section of fence appear to have been inadvertently built in the right-of-way adjacent to the property. Furthermore, the property owners wish to build a wall in the style of the wall that appears to be original to the home. A resolution with the Board of Public Works is required for these encroachments.

Recommendation and Supporting Justification: The structures, both existing and proposed, do not block any line of sight or pedestrian walkways. The proposed wall meets all necessary requirements of the Unified Development Ordinance and has received a Certificate of Appropriateness. Staff finds the request to be acceptable and recommends approval of the resolution.

Recommend ☒ **Approval** ☐ **Denial by** Dan Backler

BOARD OF PUBLIC WORKS
RESOLUTION 2017- 82

Encroachment with Stone Walls and Existing Structures

WHEREAS, Jennifer M. Schopf and Jonathan M. Fiedler (hereinafter "Owners") own the real estate at 701 South Ballantine, which real estate is more particularly described in a deed recorded as Instrument Number 2016007301 in the Office of the Recorder of Monroe County (Hereinafter "Real Estate"); and

WHEREAS, the building on the Real Estate has remained in existence in its current location since construction; and

WHEREAS, a recent survey of the Real Estate identified that a portion (approximately seven feet, six inches (7'-6") in length) of the north exterior wall of the building on the Real Estate encroaches one foot, eight inches (1'-8"), AND a fence (approximately seventy-eight feet (78') in length) adjacent to the north side of the building on the Real Estate encroaches onto and over the public right of way along South Ballantine Road owned by the City of Bloomington ("City") as shown in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, a replacement stone wall with steps has been proposed to be built at this location as a landscaping feature and retaining wall and described as follows: A system of four (4) walls two feet (2') high and twenty-two and one half feet (22 ½') long, with steps at the center, as depicted in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the proposed wall and the existing structures do not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owners or their successor(s) in interest regarding the encroachment into the described right of way provided that:

1. Owners agree for themselves and their successor(s) in interest to release and forever discharge, hold harmless and indemnify the City of Bloomington, its departments, officers, agents, employees and assigns for any and all claims, actions, losses or injuries, including reasonable attorney's fees, that may arise as a result of Owners' use of the right of way. In case any claim or action is brought against the City of Bloomington or any of its officers or agents, for the failure, omission or neglect of the Owners or their successor(s) to perform any of the covenants of this Resolution, or for injury or damage caused by alleged negligence of Owners or their agents, subcontractors, employees or successor(s), the Owners or their successor(s) shall indemnify and hold harmless the City and its officers, agents and assigns from any and all losses, damages, costs (including attorney's fees) or judgments arising out of such claim or action.

2. Owners agree that no further structural encroachments may be made onto the right of way without first obtaining the Board of Public Works' approval for the additional encroachment.

3. Owners agree to maintain described encroachments and to keep them safe and attractive.

4. The Owners acknowledge that the Board may alter the terms and conditions of this Resolution to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.

5. If at any time it is determined that the street or sidewalk should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching improvements interfere with the planned public improvements, the City shall provide notice to Owners for removal of the encroachment(s). The City shall provide said notice to Owners as far in advance as possible of the date the City requires access to the right of way.

6. In the event the Owners sell the Real Estate during the term of this authorization, this authorization will continue under the original conditions and be binding on their successor(s). However, if current Owners or the new Owner(s) wishes to change the encroachment(s) in any way, they must first return to the Board of Public Works for permission to do so.

7. Notice shall be given by the City to Owners by United States Certified Mail or recognized national overnight delivery carrier.

8. Upon receipt of said notice and prior to the date set forth in the notice, the Owners or their successor(s) shall remove the encroachments described herein. This removal shall be performed at the Owners' expense and without compensation by the City.

9. This Resolution is not intended to relieve Owners or their successor(s) of any provisions of any applicable zoning or other ordinance or statute that may apply to the Real Estate.

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by the Owners; and (c) the return of a copy of the recorded Resolution, which must include the Recorder's file information, to the Department of Public Works.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS	**701 S. Ballantine, Owners**
By: _____ Kyla Cox Deckard, President	By: _____ Jennifer M. Schopf
By: _____ Kelly M. Boatman, Vice President	Date: _____
By: _____ Dana Palazzo, Secretary	By: _____ Jonathan M. Fiedler
Date: _____	Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Kelly M. Boatman, and Dana Palazzo, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2017.

My Commission Expires: _____

_____
Notary Public Signature

Resident of _____ County

_____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Jennifer M. Schopf and Jonathan M. Fiedler who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2017.

My Commission Expires: _____ _____
Notary Public Signature

Resident of _____ County _____
Printed Name

I affirm under the penalties for perjury that I have taken reasonable care to redact each Social Security Number in this document, unless required by law. Jacquelyn Moore

This instrument was prepared by Jacquelyn Moore, Attorney at Law, City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.

DULY ENTERED
FOR TAXATION

JUN 09 2016

Auditor Monroe County, Indiana

COPY

2016007301 WAR $18.00
06/09/2016 02:01:32P 2 PGS
Eric Schmitz
Monroe County Recorder IN
Recorded as Presented

WARRANTY DEED

THIS INDENTURE WITNESSETH That

Roger W. Herzel and Sharon H. Herzel, as husband and wife

(Grantors), of Monroe County, in the State of Indiana **CONVEYS AND WARRANTS** to

Jennifer M. Schopf and Jonathan M. Fiedler, As Joint Tenants With Full Right Of Survivorship

(Grantees), of Monroe County, in the State of Indiana, for the sum of $1.00 and other valuable consideration, the following described real estate in Monroe County, Indiana:

Lot Number Twelve (12) in Outlook Addition to the City of Bloomington, Indiana, as shown by the plat thereof, recorded in Plat Book No. 3, at page 26 (now Plat Cabinet B, Envelope 5), in the office of the Recorder of Monroe County, Indiana; **EXCEPT** Ten (10) feet off the entire South side thereof.

ALSO, Six (6) feet of even width along the entire East side of the above-described real estate, which Six (6) foot strip was formerly part of an alley, but which was vacated from public use by an order from the Monroe Circuit Court dated October 7, 1953, found in the office of the Clerk of Monroe County, Indiana, in Civil Order Book A47, at pages 478-479.

Tax ID No.: 53-08-04-115-013.000-009

The address of the real estate described herein is 701 S. Ballantine Road, Bloomington, IN 47401.

Subject to Taxes for the year 2015 due and payable 2016 and thereafter, and, subject to Covenants, Conditions, Restrictions, and Easements of record.

IN WITNESS WHEREOF, Grantors have executed this Deed this 2 day of June, 2016.

Roger W. Herzel

Sharon H. Herzel

STATE OF ORNE, FRANCE

County OF ARGENTAN

Before me, the undersigned, a Notary Public in and for said county and state, do hereby certify that Roger W. Herzel and Sharon H. Herzel personally appeared before me this day and acknowledged the due execution of the foregoing Instrument.

Witness my hand and official seal, this the 2 of June, 2016.

Me Anne-Marie SÉJOURNÉ, Notaire à VIMOUTIERS (Orne)
Notary Public

~~My Commission Expires:~~

(SEAL)

Prepared By: Vincent S. Taylor, Attorney At Law
I affirm under penalties of perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Name: John Bethell

Send Tax Statements to: 701 S. Ballantine Rd., Bloomington, IN 47401

53-55852

SCP Anne-Marie SÉJOURNÉ
NOTAIRE
B.P. 23
61120 VIMOUTIERS

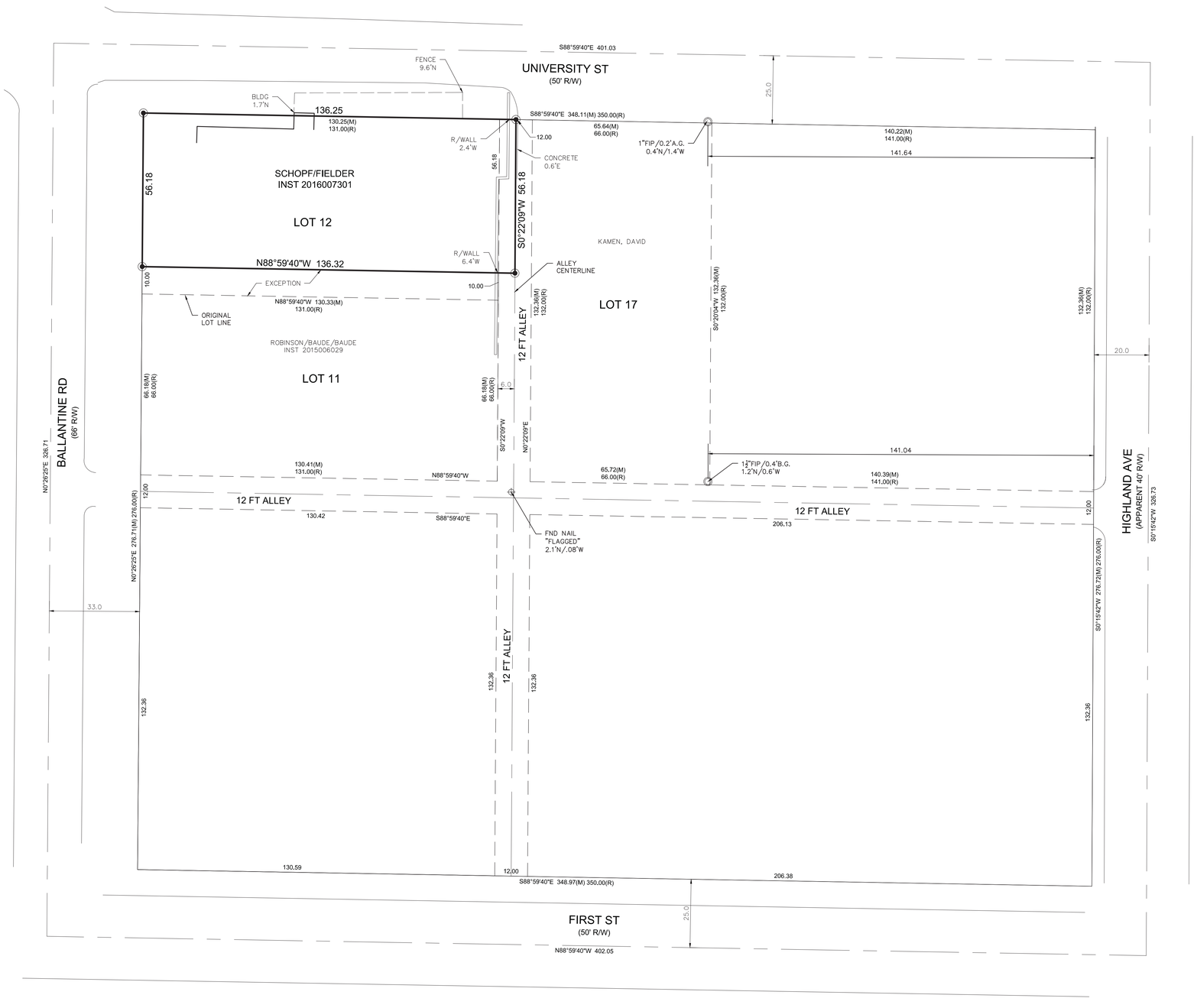


EXHIBIT A

LEGAL DESCRIPTION
LOT NUMBER 12 IN OUTLOOK ADDITION TO THE CITY OF BLOOMINGTON, INDIANA, AS SHOWN BY THE PLAT THEREOF, RECORDED IN PLAT BOOK NO. 3, AT PAGE 26 (NOW PLAT CABINET B, ENVELOPE 5). IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA; EXCEPT 10 FEET OFF THE ENTIRE SOUTH SIDE THEREOF.

ALSO, 6 FEET OF EVEN WIDTH ALONG THE ENTIRE EAST SIDE OF THE ABOVE-DESCRIBED REAL ESTATE, WHICH 6 FOOT STRIP WAS FORMERLY PART OF AN ALLEY, BUT WHICH WAS VACATED FROM PUBLIC USE BY AN ORDER FROM THE MONROE CIRCUIT COURT DATED OCTOBER 7, 1953, FOUND IN THE OFFICE OF THE CLERK OF MONROE COUNTY, INDIANA, IN CIVIL ORDER BOOK A47, AT PAGES 478-479.

GENERAL NOTES

1) ALL MONUMENTS FOUND IN PERFORMANCE OF THIS SURVEY WERE FOUND FLUSH WITH THE EXISTING GROUND UNLESS OTHERWISE NOTED, AND THE AGE AND ORIGIN OF SAID FOUND MONUMENTS ARE UNKNOWN UNLESS OTHERWISE NOTED.

2) ALL DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE LABELED.

3) REFERENCE IS MADE TO THE FOLLOWING SURVEYS OR PLATS.

OUTLOOK ADDITION

SURVEYOR'S REPORT
CLIENT: JENNIFER SCHOPF
JOB NUMBER: 5552
TYPE OF SURVEY: RETRACEMENT SURVEY
CLASS OF SURVEY: SUBURBAN SURVEY (865 IAC 1-12)
FIELD WORK COMPLETED: AUGUST 11, 2017
LOCATION OF SURVEY: 701 S BALLANTINE RD, BLOOMINGTON, INDIANA

IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12 (RULE 12) OF THE INDIANA ADMINISTRATIVE CODE (IAC), THE FOLLOWING OBSERVATIONS AND OPINIONS ARE SUBMITTED REGARDING THE UNCERTAINTY IN THE POSITION OF THE LINES AND CORNERS ESTABLISHED AND/OR REESTABLISHED ON THIS SURVEY AS A RESULT OF:

1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS;
2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S) USED AND/OR THE ADJOINER'S DESCRIPTIONS; AND
3) OCCUPATION OR POSSESSION LINES.
4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY)

NOTE: THERE MAY EXIST UNWRITTEN RIGHTS ASSOCIATED WITH THESE UNCERTAINTIES.

1) AVAILABILITY AND CONDITION OF REFERENCE MONUMENTS
MONUMENTS USED IN PERFORMANCE OF THIS SURVEY ARE LABELED HEREON. UP TO 2.1 FEET OF UNCERTAINTY.
2) CLARITY AND/OR AMBIGUITY OF THE RECORD DESCRIPTION(S)
NONE
3) OCCUPATION OR POSSESSION LINES
POSSESSION LINES AT THE TIME OF THE SURVEY ARE LABELED HEREON. UP TO 9.6 FEET OF UNCERTAINTY.
4) MEASUREMENTS (RELATIVE POSITIONAL ACCURACY)
SUBURBAN SURVEY (+/- 0.13 FOOT PLUS 100 PARTS PER MILLION) AS DEFINED IN 865 IAC 1-12-8, EFFECTIVE MAY 4, 2006.
THEORY OF LOCATION
THE SUBJECT BLOCK WAS CREATED BY ASBUILT CURB LINES AND ASPHALT. THE INTERIOR LINES WERE THEN PRORATED. THE CREATED MATCHED WELL WITH THE LIMITED AMOUNT OF FOUND MONUMENTATION.
SURVEYOR'S CERTIFICATE
THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

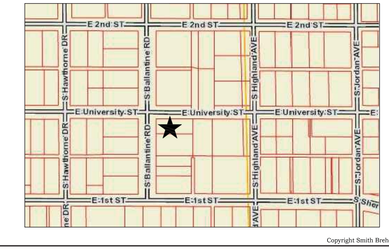
DATED AUGUST 17, 2017

TODD M. BORGMAN
REGISTERED LAND SURVEYOR NO. 21200021
STATE OF INDIANA

TODD M. BORGMAN REGISTERED No. LS21200021 STATE OF INDIANA LAND SURVEYOR

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

BASIS OF BEARINGS:
ASSUMED



LEGEND

	RR SPIKE	M	MEASURED
	STONE	P	PLAT'TED
		R	RECORD
	REBAR	FRB	FOUND REBAR
		SRB	SET REBAR
	IRON PIPE	FIP	FOUND IRON PIPE
		FRS	FOUND RAILROAD SPIKE
		FMAG	FOUND MAG NAIL
	MAG NAIL	SMAG	SET MAG NAIL
		B/C	BUILDING CORNER
		FND	FOUND
		P.D.O.	POSSIBLE DEED OVERLAP
		P.D.G.	POSSIBLE DEED GAP
		B.G.	BELOW GRADE
		A.G.	ABOVE GRADE

Smith Brehob & Associates, Inc.
453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 335-1653
Web: http://smithbrehob.com

N
0 20 40
SCALE: 1" = 20'

JOB TITLE
BOUNDARY SURVEY
701 S BALLANTINE
BLOOMINGTON, INDIANA
SEC 4-T8N-R1W

REVISIONS	BY	DATE

FIELD	DRAFTED	CHECKED
SPP	TMB	TMB

JOB NUMBER
5552
SHEET
1 OF 1
DATE
8/17/17
BOUNDARY SURVEY

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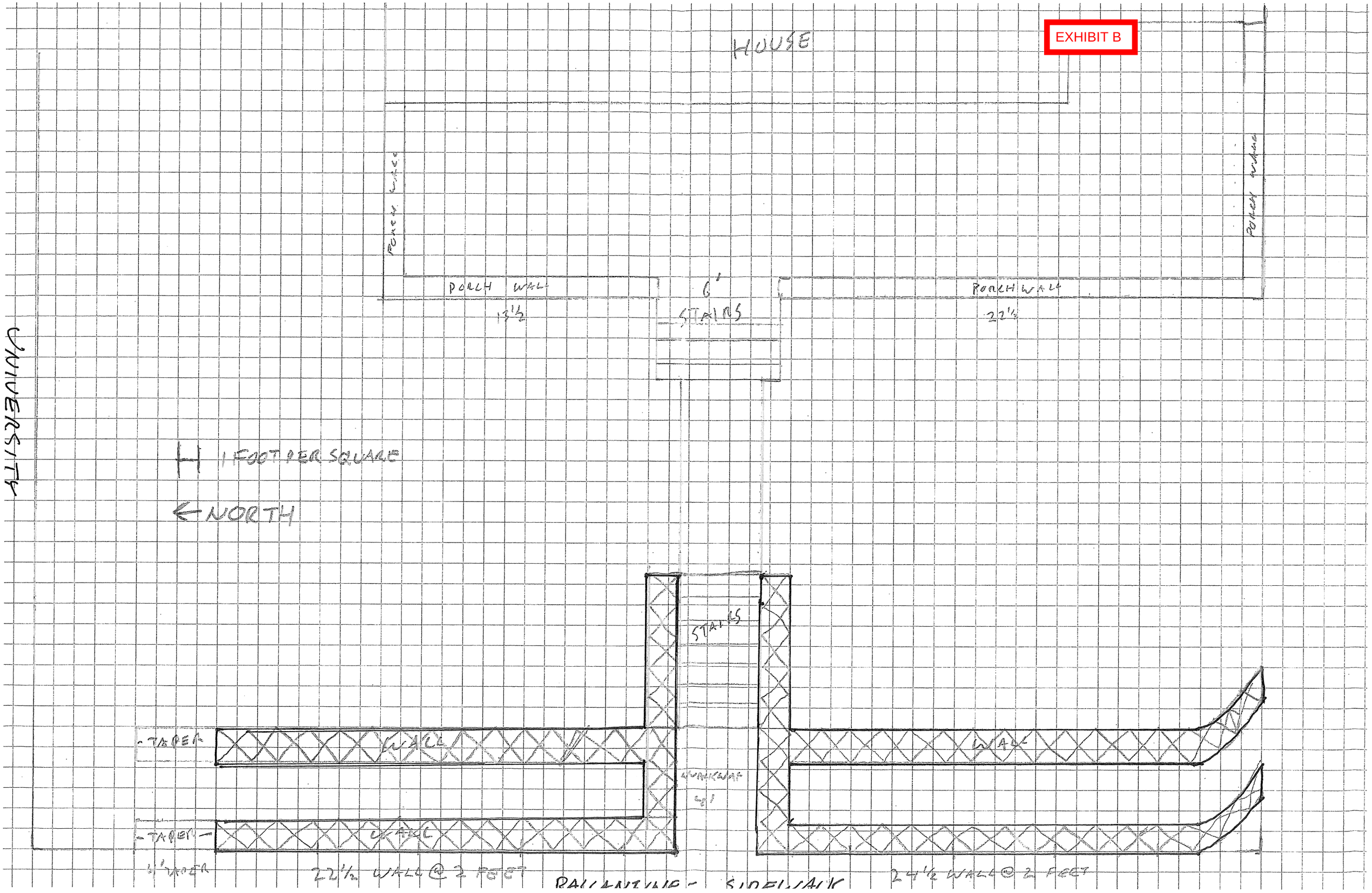
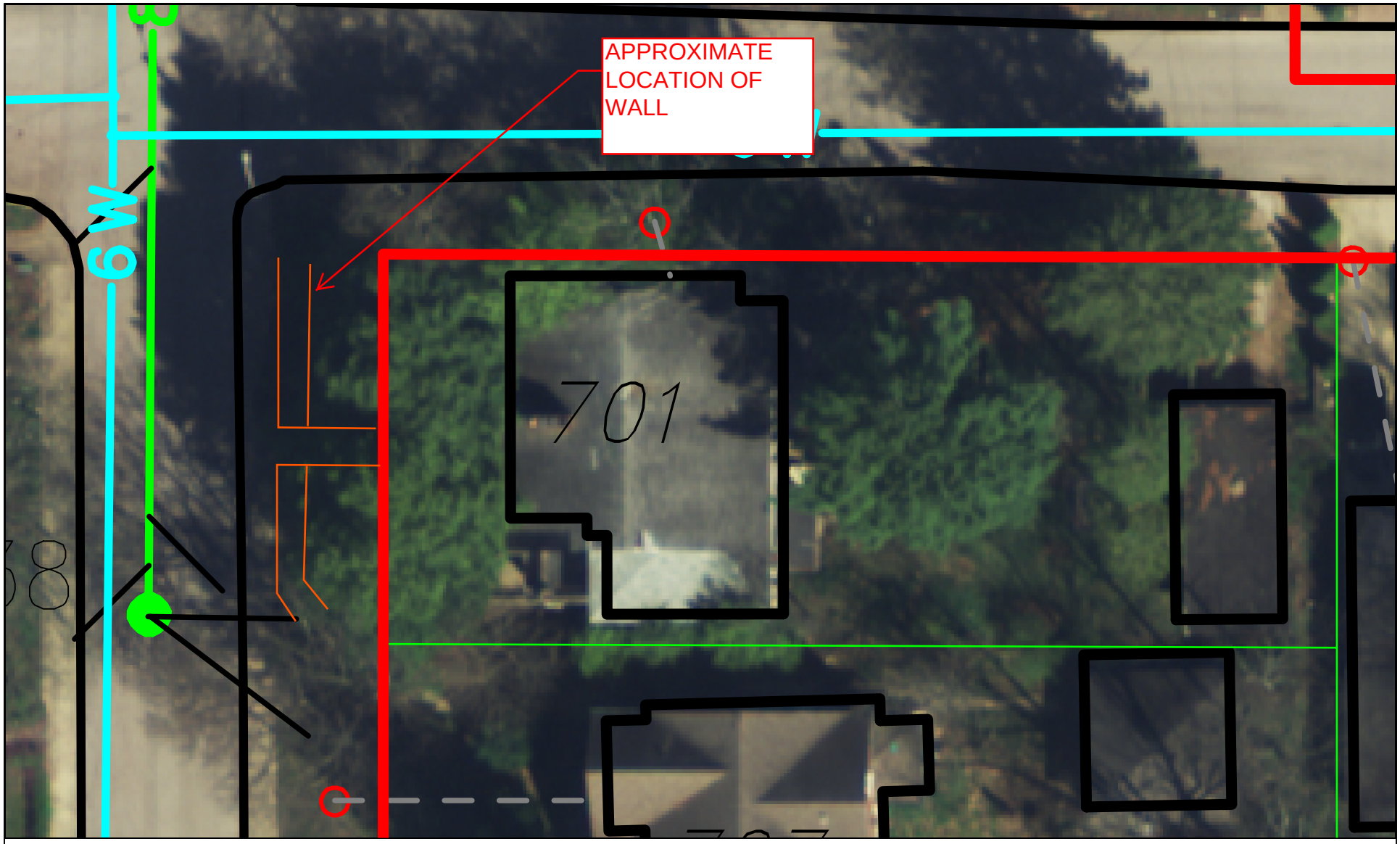
EXHIBIT B



UNIVERSITY

CURRENT CONDITIONS

ARTIST'S RENDERING



By: backlerd
30 Aug 17

20 0 20 40 60 80

For reference only; map information NOT warranted.

N

City of Bloomington
Planning & Transportation

Scale: 1" = 20'

Board of Public Works
Staff Report

Project/Event: Approval of Agreement for Consulting Services with Bynum Fanyo & Associates, Inc. for the Kinser Pike Sidewalk Improvement Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 09/05/2017

Report: This project will improve the existing sidewalk on the west side of Kinser Pike from Gourley Pike to the Colonial Crest Apartment driveway. Improvements will include removal of existing stairs, installation of curb ramps, and other modifications to improve accessibility. Design will start in 2017 and construction is expected in 2018. No right of way acquisition is anticipated for this project.

Bynum Fanyo was selected from the City's on-call design list to complete preliminary engineering services for this project. The total compensation for these services is set at a not-to-exceed amount of $15,220

Recommendation and Supporting Justification: Staff recommends that the Board approve the Agreement for Consulting Services with Bynum Fanyo & Associates, Inc. for the Kinser Pike Sidewalk Improvement Project.

Recommend ☒ **Approval** ☐ **Denial by** Neil Kopper

Project Approvals Timeline		
Approval Type	Status	Date
Funding Approval	N/A	--
Design Services Contract	**Current Item**	**09/05/2017**
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	2017 or 2018

PROJECT NAME: Kinser Pike Sidewalk Improvements

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Department of Planning and Transportation through the Board of Public Works (hereinafter referred to as "Board"), and Bynum Fanyo & Associates Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide ADA accessible sidewalks on the west side of Kinser Pike from Gourley Pike to the Colonial Crest bus stop utilizing the existing sidewalk as much as possible; and

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

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

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Consultant's profession in the

location and at the time of the rendering of the services. The City Transportation and Traffic Engineer shall be the sole judge of the adequacy of Consultant's work in meeting such standards. However, the City Transportation and Traffic Engineer shall not unreasonably withhold his approval as to the adequacy of such performance.

Article 3. <u>Responsibilities of the Board</u>: 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, 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. <u>Compensation</u>: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Fifteen Thousand Two Hundred Twenty Dollars ($15,220.00).** This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. **Timing and Format for Billing:**

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

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

2. **Billing Records:**

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

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

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

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

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

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

Article 8. Identity of Consultant: Consultant acknowledges that one of the primary reasons for its selection by the Board to perform the duties described in this Agreement is the qualification

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

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

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

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

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

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

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

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of $1,000,000 for each occurrence, and $2,000,000 in the aggregate.

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision

to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Consultant:

Bynum Fanyo & Associates, Inc.
528 N. Walnut Street
Bloomington, Indiana 47404

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

Article 24. Intent to be Bound: The Board and the Consultant each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of

a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

Article 27. No Collusion: 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 prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit 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	Bynum Fanyo & Associates, Inc.
By: _____ Kyla Cox Deckard, President	_____ Jeffrey S. Fanyo P.E. CFM
By: _____ Kelly M. Boatman, Vice President	
By: _____ Dana Palazzo, Secretary	
By: _____ Philippa M. Guthrie, Corporation Counsel	

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 8.30.17

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Bynum Fanyo and Associates to complete the design of improvements to construct ADA accessible sidewalks on the west side of Kinser Pike from Gourley Pike to the Colonial Crest bus stop utilizing the existing sidewalk as much as possible. Improvements are expected to include removal of existing stairs, reconfiguration of a water detention pond outlet structure to accommodate relocation of the sidewalk, removal of a deceleration lane at Amaryllis Drive, connecting the sidewalk to the bus shelter, and other accessibility improvements as required. The northern end of this project will include an east-west curb ramp in the northwest corner of the Gourley Pike intersection and the southern end of the project will connect to the existing bus shelter and provide an east-west pedestrian crossing across Kinser Pike at Colonial Crest. This project is to be prepared on behalf of the City of Bloomington through its Board of Public Works.

The project includes services for design, construction plans and specifications in accordance with Indiana Department of Transportation (INDOT) specifications and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG). The estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Key Personnel of Consultant are identified in Exhibit D. Tasks to be performed by Consultant are identified by bullets (♦), the responsibilities of Board are designated by statements beginning with "Board".

SCOPE OF SERVICES

The work elements are grouped into the following categories:

- Preliminary Engineering Tasks
- Design Tasks
- Right of Way Engineering
- Bidding Support Tasks
- Construction Phase Services
- Project Management Tasks

PRELIMINARY ENGINEERING TASKS

Survey, R/W and Property Research

- ♦ Collect relevant property information including plat mapping and last deeds of record.
- ♦ Prepare a topographical survey of the project including existing utilities.
- ♦ Identify apparent existing right-of-way on the topographic mapping.
- ♦ Depict existing (apparent) right-of-way on the project plans.

- Monument right-of-way acquisitions upon project completion.

Site Reconnaissance

- *Conduct site walkthrough of project area. Review the topographic survey information.*
- Obtain a photographic record to assist in the design and to minimize short trips to the site.
- Inventory Signs and other miscellaneous features that will be impacted by the project.

City Coordination

- Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water problems.
- Contact City ITS for information on desired fiber optic work or existing fiber optic facilities in project area.

  Board: As a reference, provide GIS mapping of the project area as available. Include edges of pavement, contours, elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and aerial photography.

Utility Coordination

- In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning.
- Make recommendation of where Subsurface Utility Engineering (SUE) should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time.*
- Minimize the impacts to utilities while still meeting City's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- *Send Utilities a copy of the Preliminary Plans (50%), and invite utilities to a Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.*
- Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to City with recommendation. Add relocation plans to the Road Plans if received in time.

Obtain / Review As-Built Records and Miscellaneous Data

- Review as-built and other past-project documentation that is made available by Board. Copy documents useful to the project and return originals to Board.

DESIGN TASKS

Plans

- Prepare Construction Plans - Typical plan set to include:
  - Title Sheet – Owner, Project Title, Location Map, Sheet Index
  - General Notes and Utility Information
  - Typical Pavement Details and Sections
  - Details for proposed sidewalk and drives
  - Cross Sections as needed at drives
  - Miscellaneous items and pavement quantities
  - Pavement marking details
- Prepare Plans at an accepted scale to facilitate filing and handling of plans.

Milestone Submittals

- Prepare draft plans in .pdf format for submittal to City;
- Submit plans for Board and Utilities' review at the Preliminary (50%) Plan stage;
- Submit Plans and Specifications for review and comment at the Draft Final (95%) stage;
- Obtain review comments, revise drawings, and publish stamped plans and specifications;
- Complete bid document package;
- Submit final CAD files to the City.

Title and General Information Sheets

- Prepare a Title Sheet and General Information Sheet(s) with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Typical Cross Section and Construction Details

- Prepare typical construction details to describe the sidewalk and grading features.

Maintenance of Traffic Coordination and Design

- Through coordination with City representatives, determine maintenance of traffic scheme for the project in accordance with the Indiana Manual for Uniform Traffic Control Devices and provide details or notes in plans.

Plan and Profile Sheets

- Prepare Plan and Profile sheets.

Cross Sections

- Provide Cross Sections as needed to meet requirements.

Specifications / Special Provisions

- Refer to INDOT Standard Specifications (current version) for Materials, Construction Requirements, and Basis for Payment. Write unique Special Provisions for items not covered by City standards or INDOT specifications as needed.

Public/ Stakeholder Meetings

- Attend public meetings as required.

Owner Coordination Meetings

- Attend a plan review / coordination meeting for project area with Board at Preliminary Design (50%), and Draft Final Plans (95%). The meeting for the 50% plans would include a team walkthrough (field check) if desired by client or appropriate due to design issues.
- Attend up to 2 additional coordination meetings with DPW or other City staff during the project.

RIGHT OF WAY ENGINEERING TASKS

- It is assumed that no right of way acquisition will be required with this project and that any work required outside of public right of way will be completed through right of entry.

BIDDING SUPPORT TASKS

- Prepare cost estimate for use in Bid evaluation;
- Prepare plans on reproducible stock and on compact disk in PDF format for Board's use in preparing additional bid sets. Submit electronic file in MS WORD containing a complete set of project technical specifications.
- Respond to questions from bidders if requested by Board. Prepare items for addenda, if needed.

CONSTRUCTION PHASE TASKS

- Assist in the resolution of field issues and interpretations of the Plans and Specifications as requested by Board. Provide at least an initial response to questions within one day.

PROJECT MANAGEMENT TASKS

- Establish phased budget to monitor project performance.
- Manage sub-consultants if required. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process Subconsultant invoices and other data.
- Prepare Invoices to Board to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to Board.

ASSUMPTIONS:

Environmental Hazards
Per previous visits, no known environmental hazard or sensitive areas are expected to exist on the project sites. If field investigations reveal or develop a suspicion of such a condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work, if required, has not been included.

Land Rights / Rights of Entry
It is assumed that the study area will be accessible to Bynum Fanyo given a reasonable effort to notify property owners of the nature and timing of the work.

Right of Way Acquisition
Per guidance by the Board's representatives, it is understood that right of way will not be required for this project and those services are not specifically mentioned in the Scope of Services.

EXHIBIT B
COMPENSATION

This project is to be conducted using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. The agreed Maximum Cost is **$15,220.00**. In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

P.E. / Project Manager	$150.00/hour
Senior Project Engineer	$120.00/hour
Project Engineer	$ 90.00/hour
CADD Technician	$ 65.00/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%

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

TOTAL LUMP SUM	**$14,260.00**
Survey & Document Preparation	$ 4,240.00
Design & Plan Preparation	$ 9,060.00
Bidding Support	$ 960.00

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

TOTAL COST PLUS	**$ 960.00**
Construction Support	$ 960.00
TOTAL MAXIMUM COST	**$15,220.00**

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	September 5, 2017	
Preliminary plans for review	October 06, 2017	
Preliminary (50% Design) Plans	October 13, 2017	
Field Check and Utility Coordination Meeting	October 18, 2017	
Preliminary Stakeholder Meetings Complete	October 23, 2017	
Draft Final (95% Design) Plans and Specifications and Preliminary Cost Estimate	October 30, 2017	
Stakeholders / Public Meeting Complete	November 2, 2017	
Final Plans (100% Design) – Ready for Bidding	November 10, 2017	
Bid Advertising/Bid Opening/Construction	December 12, 2017	Scheduled by City
Construction	April – June 2018	

EXHIBIT D
KEY PERSONNEL

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

Position / Responsibility	**Name**
Civil Engineer/Project Manager	Jeffrey S. Fanyo, P.E. CFM
Senior Project Engineer	Rick Coppock

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the _____ of _____.
(job title) (company name)

2. The company named herein that employs the undersigned:
- has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
- is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

_____
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 _____, 2017.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____

EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated this _____ day of _____, 20_____.

_____
(Name of Organization)

By: _____

_____
(Name and Title of Person Signing)

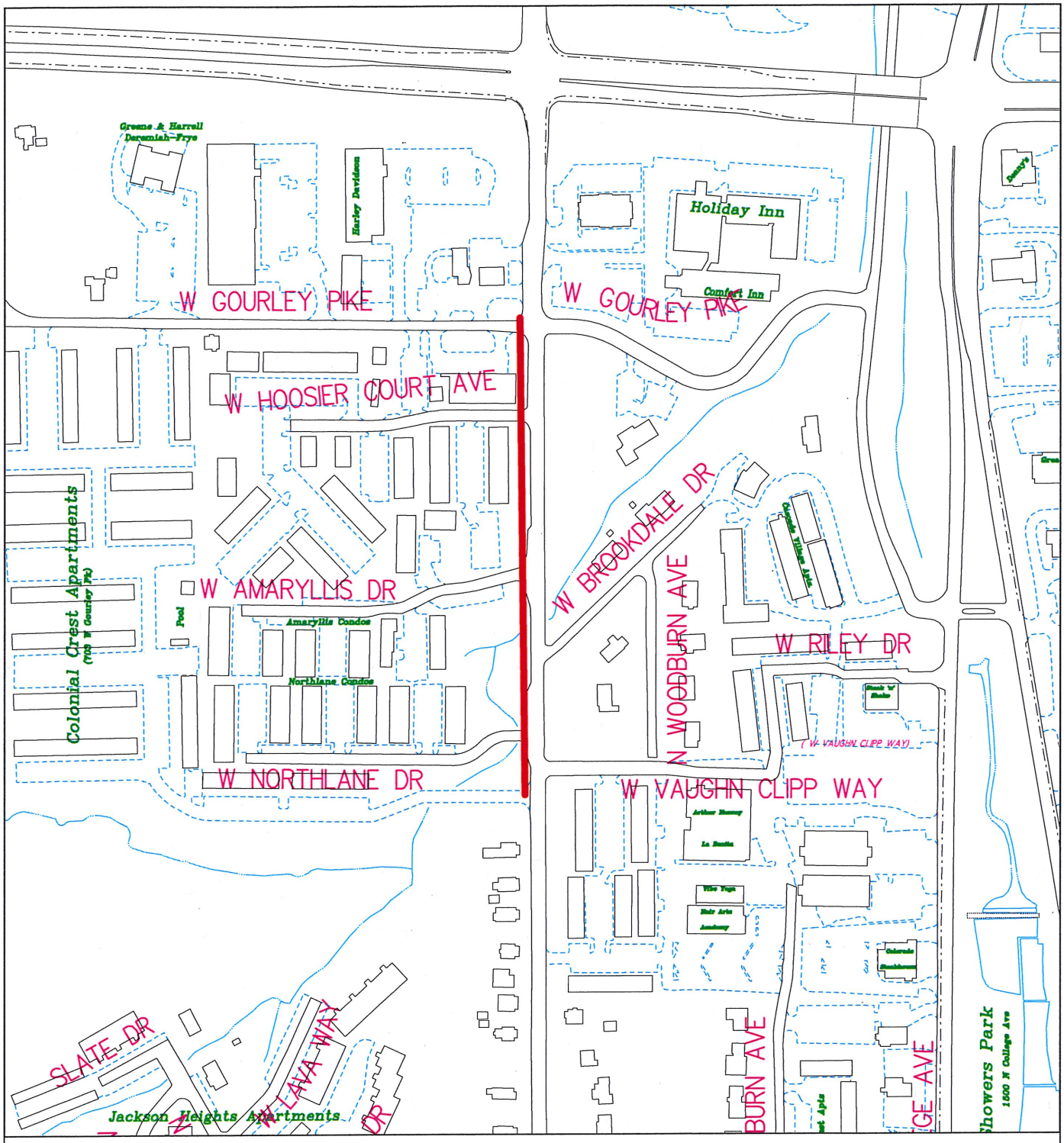
STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 2017.

_____
Notary Public

_____
Printed name

My Commission Expires:_____
County of Residence:_____



Kinser Pike Sidewalk Improvement Limits

City of Bloomington
Planning & Transportation

By: koppern
30 Aug 17

300 0 300 600 900

N

Scale: 1" = 300'

For reference only; map information NOT warranted.

Board of Public Works
Staff Report

Project/Event:	Approval of Contract Amendment 2 for Preliminary Engineering Services with The Etica Group, Inc. for the Mitchell Street and Walnut Street Sidewalk Projects
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Neil Kopper, Project Engineer
Date:	09/05/2017

Report: This project will install new sidewalk on the east side of Mitchell Street from Circle Drive to Maxwell Drive and on the west side of Walnut Street from approximately 650 feet south of Burks Drive to approximately 1000 feet north of Burks Drive. No right of way acquisition is anticipated for these projects. These projects are not yet funded for construction.

The Etica Group, Inc. is currently under contract to design these projects with an existing total contract amount of $60,000. This amendment will add utility coordination services necessary for the Mitchell Street sidewalk. The fee for these additional services is $8,578. The new total contract amount for these two projects will be $68,578.

Recommendation and Supporting Justification: Staff recommends that the Board approve Contract Amendment 2 for Consulting Services with Parsons Cunningham and Shartle Engineers, Inc. for the Mitchell Street and Walnut Street Sidewalk Projects.

Recommend ☒ **Approval** ☐ **Denial by** Neil Kopper

PROJECT NAME: **Mitchell Street Sidewalk (from Circle Drive to Maxwell Drive) & Walnut Street Sidewalk (from 650' S to 1000' N of Burks Drive) Design**

AMENDMENT #2 TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
THE ETICA GROUP, INC.
(formerly known as PARSONS CUNNINGHAM AND SHARTLE ENGINEERS, INC.)

This Amendment #2 is an Amendment to the original Agreement dated November 1, 2016, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Parsons Cunningham and Shartle Engineers, Inc.,

Pursuant to an Asset Purchase Agreement dated April 12, 2017, Parsons Cunningham and Shartle Engineers, Inc., sold substantially all of its assets to The Etica Group, Inc., and desired to assign and transfer this Agreement to The Etica Group, Inc.,

On May 8, 2017, Amendment #1, which assigned and transferred this Agreement to The Etica Group, Inc., and which did not result in any increase in Project cost was approved by the Board of Public Works,

This Amendment #2 supplements the Agreements for Consulting Services regarding this Project as follows:

1. Scope of Services: Article 4 of the original Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works ("Board") and Parsons Cunningham and Shartle Engineers, Inc., ("Consultant") states: "Additional services not set forth in Exhibit A . . . must be authorized in writing by the Board . . . ." The Board and The Etica Group, Inc., believe it is in the best interest of the project to add certain services to the Scope of Services specified in Exhibit A to the Agreement ("Additional Services"). These Additional Services are specified in Exhibit G, which is attached to this Addendum and incorporated herein.

2. Compensation: The Additional Services will increase the cost of the Project by an amount not to exceed Eight Thousand Five Hundred Seventy-Eight Dollars ($8,578.00). The total compensation paid by the Board for this Project shall not exceed Sixty-Eight Thousand Five Hundred Seventy-Eight Dollars ($68,578.00).

3. In all other respects, the Agreement shall remain in effect as originally written.

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

Owner
CITY OF BLOOMINGTON
Board of Public Works

By: _____
Kyla Cox Deckard, President

Date: _____

By: _____
Kelly M. Boatman, Vice President

Date: _____

By _____
Dana Palazzo, Secretary

Date: _____

By: _____
Terri Porter, Director
Dept. of Planning & Transportation

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

Consultant
THE ETICA GROUP, INC.

By: _____
Jessica Nickloy, CEO and President

Date: _____

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 8.30.17

EXHIBIT

G

the etica group | PCS ENGINEERS joins the etica group

FEE JUSTIFICATION

CLIENT: City of Bloomington
PROJECT: Mitchell Street Sidewalk Improvements Utility Coordination
Des No.:
DATE: 8/16/2017

Prepared by: JMN
Reviewed by:

UTILITY COORDINATION							
Task	Task Budget	Principal	Project Manager	Project Engineer	Inspector Tech	RPR	CAD Technician
1 Project/Utility Meetings and On-going Coordination with Designer	$1,518		11				
2 Initial Notice of Improvement Project Letter	$856		2	5			
3 Verification of Existing Facilities Letter	$856		2	5			
4 Quality Level B SUE Investigation	$1,670	(See Attached Quote)					
5 Work Plan Development and Certification (if needed)	$3,562		9	20			
Total Hours		0	24	30	0	0	0
Hourly Rate		$174.48	$138.00	$116.00	$92.20	$103.54	$80.41
Labor Total	$8,462	$0	$3,312	$3,480	$0	$0	$0

DIRECT EXPENSES					
Item	Task Budget	Quantity	Unit	Cost/ Unit	
Mileage	$41	108	Mile	$0.38	1 trip @ 54 miles (1-way)
Postage	$75	15	Each	$5.00	5 utilities w/3 mailings to each
Expense Total	$116				
TOTAL FEE	**$8,578**				

PCS ENGINEERS
joins the etica group

FEE JUSTIFICATION

CLIENT: City of Bloomington
PROJECT: Mitchell Street Sidewalk Improvements Utility Coordination
Des No.:
DATE: 8/16/2017

Prepared by: JMN
Reviewed by:

SCOPE

Brief Description of Project:

This scope of work involves Utility Coordination, as required, for the Mitchell Street sidewalk improvement project in Bloomington, IN. This scope assumes that all coordination will take place using 105 IAC Article 13 as a guideline, but may not conform completely. This scope also assumes that a maximum of 5 separate utilities are located within the project impact area.

Specific Scope as follows:

1 This item assumes 1 (8 hour travel and duration) on-site utility coordination and/or project field check meetings will be attended; and an average of 1 hours per month of on-going coordination will be required during active project development. Assumes 3 months of active coordination.

2 Etica Group will research existing records to confirm the names of utility companies with facilities in or near the project limits. Initial notice letters will be prepared and sent to all utilities in the area. All utility replies will be documented upon receipt.

3 Preliminary project plans sheets will be sent to each utility with a letter requiring verification of all facilities. All utility replies will be documented upon receipt and all facility and/or location corrections will be communicated to designer.

4 This item includes the use of Quality Level B SUE services by Blood Hound, LLC as described in the attached estimate. Scope of work for SUE work will be in accordance with Blood Hound estimate number 35050 (attached). This item will only be included if SUE QL-B is required.

5 Upon the determination of construction funding by the City of Bloomington, Etica Group will coordinate preparation of Work Plans from all utilities. This item assumes the relocation of one utility. This item includes Post Letting coordination with the relocating utility. This item will only be used upon written approval by the City of Bloomington if a utility relocation is required.

DELIVERABLE

Etica Group will coordinate all utility work plans with facility owners and the City of Bloomington. The intent is for The Etica Group to provide services for Items 1 through 4 above immediately. Item #5 will only be provided after construction funding has been identified and the City of Bloomington provides written agreement that a utility relocation is required.

SCHEDULE

Assumes 4 months of active utility coordination. 3 months prior to the identification of construction funding and one month after construction funding has been identified.

Blood Hound
750 Patricks Place
Brownsburg, IN 46112

ESTIMATE

Created Date	8/11/2017
Estimate Number	35050
Region	CIN

Customer	Etica Group	Name	John Nail
Billing Phone	317-837-9900	Phone	(317) 837-9900
Billing Address	1924 South Dan Jones Road Avon, IN 46123	Email	jnail@eticagroup.com
Job Site Location	Bloomington Mitchell St, Mitchell and Maxwell St, Bloomington, Indiana, 47401		

Product	Quantity	Sales Price	Total Price
SUE Designating (hourly)	8.00	$180.00	$1,440.00
SUE Mobilization (Designating)	2.00	$115.00	$230.00
	Grand Total		$1,670.00

Scope of Work

Customer SOW	Sidewalk and curb reconstruction
BHUG SOW	Customer has requested an estimate based on the following scope of work:

- This project is labeled as the Bloomington Mitchell St SUE Project.
- Client has provided an outlined image to provide a rough area in which to get rough numbers.
- Client is requesting horizontal designations for public and private utilities.
- Technician is to provide approximate digital depths every 50 ft and at break points.
- Client is requesting QL-B work for the project.
- For QL-B, Blood Hound will locate ALL public and Private Utilities in the RoW.
  - This DOES NOT include any Sewers or Laterals. A Lateral Launch Camera Unit would be needed and that service has not been requested for this project.
- The Project Limits are as follows:
  - Locate along Mitchell Street from Maxwell to Circle Drive.
  - Approximate length is 700 LFT.
- No prints or images were provided.
- Estimate DOES NOT include the use of Robotic or Push/Pull Cameras for locating any sewer lines.
- Estimate does NOT include any surveying in of the lines located. Client will be responsible for any surveying.

Blood Hound will use electromagnetic (EM) and ground-penetrating-radar (GPR) equipment to locate private underground utilities at site indicated by client. All findings will be marked according to APWA standard. Customer is responsible for calling 811 for locates of any public utilities. If the scope of work should change or is different than that listed on estimate, please call our office for a revised estimate.
Unless expressly noted, Vacuum Excavation estimates do not include any of the following services: Permitting, Traffic Control, Restoration, Special Restoration, Special Backfill or Waste Disposal. If you need any of those services please call our office for a revised estimate.
Blood Hound is not responsible for the condition of the pipes or structures before or after jetting/clearing service is performed. Unsatisfactory conditions could be present within the structure and any services may bring those deficiencies to light.
In the event of inclement weather, if the client still requests for crew to arrive on site, then the client will be responsible for minimum charges even if no work is performed.

Blood Hound
750 Patricks Place
Brownsburg, IN 46112

ESTIMATE

Created Date	8/11/2017
Estimate Number	35050
Region	CIN

****Payment is due at the time of service, unless you already have an account with us. If you do have an account with us, payment terms are Net 30 days, unless otherwise stated in a pre-approved contract. To learn more, please call the office at 888-858-9830.**

****PRICE MAY VARY BASED ON ACTUAL TIME ON SITE. The above pricing is based only on the information supplied by the customer. If a site walkthrough has not been conducted, this may affect the price.**

WE LOOK FORWARD TO WORKING WITH YOU!

Equipment Report

Equipment Operations and Limitations

Corporate Location:
750 Patrick's Place
Brownsburg, IN 46112

Office # 888-858-9830
Fax # 888-858-9829

http://www.BHUG.com

Equipment Description –

Blood Hound uses a variety of equipment to identify and locate subsurface structures, such as direct connect and inductive utility location transmitters and receivers with multi-frequency broadcasts and reception capabilities, ground penetrating radar, sewer cameras (both robotic and fiber optic push/pull), and other equipment, to locate the lateral position of buried structures, as well as to provide estimates on the depths of subsurface structures.

Traditional EM equipment is used as the primary tool to determine the location of all conductive subsurface structures, as well as any utilities that have locating wires (i.e. gas lines) buried with the non-conductive utility to facilitate location. This equipment operates using frequencies ranging from 512 Hz up to and including 480 kHz. The frequency that is selected is dependent on the type of utility to be located, operator preference, estimated depth of the target utility, and distance for which the target utility must be marked. Frequencies are often changed during operations to improve the quality of the signal, decrease interference, and/or increase the range for the transmitted signal.

EM locating operates by conducting an AC electric current through the target utility at a specific frequency. This causes the target utility to radiate a radio signal at the desired frequency. This radiated radio signal is then detected using the receiver, which is tuned to detect radio fields at the desired frequency. By measuring peak or null signal measurements, the lateral line location can be determined.

Blood Hound uses a variety of Ground Penetrating Radar (GPR) units from multiple manufacturers. Blood Hound employs antenna frequencies ranging from 250 MHz up to 1.6 GHz, depending on the specific needs of the survey. Data can be analyzed in real-time, or collected for post-processing analysis, including the development of subsurface response maps.

The most commonly used antennae operate in a frequency range of 250 to 350 MHz,, which provides the greatest balance of resolution and effective depth penetration. Frequency ranges higher than this provide greater resolution and better penetration through more conductive or signal absorbing materials (i.e. clay soils, concrete, etc). However, this increased resolution comes at the cost of significantly reduced depth penetration.

GPR operates by radiating a radio band frequency into the soil from the transmitter contained within the antenna assembly. This signal is reflected to the receiver contained in the antenna unit, and this received signal is then converted into visual patterns based on the intensity of the reflected signal. The depth of the target reflection pattern is determined based on the time elapsed from the transmission until the reception of the reflected signal, and is then projected by making assumptions regarding the transmission rate of the signal through the medium. If the signal velocity assumptions are not accurate, then the depth estimates will not be accurate.

Blood Hound also performs Electromagnetic soil conductivity analysis (EM Induction Survey). This method uses a Fisher TW-6 "Split Box" locator mounted on an inductive sweep bar. The bar places the transmitter and receiver four feet apart, with the inductive transmitted field oriented in an opposing orientation from the receiving antenna. This opposing orientation allows for the receiver to not register the presence of the transmitting field. When the transmitting field encounters a conductive object (metal), the field is bent, which results in the detection of the field by the receiving antenna. This equipment allows for the detection of conductive objects, and is not limited to the detection of ferrous metals as is the case with many magnetometers.

Factors Effecting Performance of Equipment –

There are several factors that can impact the effectiveness of the EM Locating equipment:

- **Target Utility Composition** – EM locating is only effective if the target utility is composed of continuous conductive material. Plastic, concrete, clay, or other non-conductive materials cannot be located using EM locating techniques. In addition, some metals are not highly conductive, which makes locating using EM techniques difficult. For example, cast iron is a poor conductor and cast iron lines can often be difficult to locate using standard EM techniques. Additionally, many pipes are composed of individual sections which may be gasketed . This can impede the current at each pipe joint.
- **Shielding of Target Utility**– Since EM locating uses an electronic signal, unshielded lines that are directly buried in the soil (i.e. water lines) can be difficult to locate for significant distances. This is due to the continuous loss of transmitted signal directly to the ground. As the signal travels along the utility, a significant portion of the signal is lost to ground, resulting is decreased signal quality. The greater the distance between the transmitter and the location point on an unshielded line, the more degraded the signal will be.
- **Conductive Pathway to Ground** – Locating is accomplished by creating a complete circuit, and the transmitted signal must be able to return to the ground in some form. An open circuit is generally much more difficult to locate since the circuit is not complete, and the emitted signal cannot return to ground. Thus, the signal may not travel along the desired pathway. Additionally, soil conditions can affect the pathway to ground. For example, in highly conductive soils, a signal can inductively find a pathway to ground even in an open circuit.
- **Depth** – The signal induced onto the target path must have sufficient strength to be detectable at the surface. Utility lines deeper than 15 feet are often difficult to locate due to the inability of the radio frequency being radiated from the target line to effectively radiate through the soil to the receiver at the surface. Similarly, shielding between the target utility and the receiver can affect the signal reception and create a loss of signal.

Equipment Report

Equipment Operations and Limitations

Corporate Location:
750 Patrick's Place
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Similarly there are several factors that can impact the effectiveness of GPR surveys:

- **Subsurface Material / Soil Composition** – Soil composition and subsurface material is the most important factor impacting the effectiveness of GPR. The more conductive the subsurface material, the less effective the GPR survey will be. GPR works best in sandy soils, and is least effective in heavy clay soils or where the subsurface material contains a large volume of highly conductive backfilled debris or material (i.e. metal scraps or slag sand). Midwestern soils generally have a high clay content and create significant challenges to completing an effective GPR survey. As a general rule, the smaller the particulate matter that the subsurface material is composed of, the greater the inhibiting effect on the GPR signal.
- **Composition of the Subsurface Target** – The inherent electrostatic reflectivity of a target will impact the effective identification of the target. Lightweight subsurface material, such as PVC, are generally more transparent to radio waves and will reflect a substantially smaller percentage of the radiated signal. This will result in a smaller and more minor reflection signature, making effective interpretation more difficult. Some materials are completely transparent to radio waves and can only be identified if a reflective material (i.e. water) is contained within the target pipe.
- **Moisture Content of the Subsurface Material** – Water, when combined with dissolved ions (salt) has an inhibiting effect on GPR signals, and signals can often not effectively penetrate saturated soil material, when the soil is slightly conductive. The addition of more water increases the conductivity of the soil and more significantly inhibits the effective signal penetration.
- **Depth** – The GPR signals have a finite effective penetration depth. The deeper the target, the less likely it will be effectively identified. As the signal penetrates the subsurface material it loses strength as the depth increases. Effective signal penetration can be defined as the depth at which the reflected signal no longer has sufficient power to reach the receiver antenna of the GPR. In other words, the effective survey depth is the depth at which the penetrating signal reaches a maximum of 50% of its emitted strength, although it should be noted that at this range only a 100% reflective target (i.e. metal) would have the potential to be detectable.
- **Target Size** – The smaller the diameter of the target structure, the lower the probability of successful identification of the target during a GPR survey. The smaller the target, the less of a signal that will be reflected, decreasing the probability of a positive identification of the subsurface target. As a general (but not absolute) rule of thumb, for every 1 foot of depth you must have 1 inch in diameter in order to be observable. For example, a 3" diameter pipe must be less than 3 feet below grade in order to be observable during a GPR survey.

EM Inductive Surveys can also be impacted by environmental factors.

- **Surface and Subsurface Material / Soil Composition** – Highly conductive soils can prevent the identification of other conductive structures with this methodology. The presence of surface metal, including vehicles, fences, and debris, can swamp other readings and prevent the identification of subsurface targets. In addition, the presence of rebar reinforcement within concrete can have a similar effect and prevent identification of other structures.
- **Target Size** – Small metallic targets may not be detected, since the mass of the target object must be large enough to impact the shape of the transmission field. Small objects may not have sufficient mass to cause a field distortion significant enough to be detected.
- **Target Depth** – Deeper targets may not sufficiently distort the transmitted signal to allow for detection by the receiver. However, large high-mass targets are more likely to be detectable at significantly deeper depths, than lower mass targets.

Summary of Equipment and Survey Effectiveness –

EM locating is generally very effective in locating most subsurface utility lines. Electric, Telephone, and Cable TV can almost always be located using standard EM locating techniques. Also, many water lines can also be located. However, due to the continuous contact with the soil, and the common use of cast and ductile iron in water line construction, water lines can often prove difficult to locate. Additionally, water lines constructed of plastic are becoming more common and cannot be located using standard locating methodologies. Sewer lines (storm and sanitary) are very rarely locatable with standard techniques, unless a conductive tool can be introduced into the line (i.e. locating a sanitary lateral by running a rod containing metal through the line from a clean-out access point). All Blood Hound technicians carry a Jameson rodder for this specific purpose.

GPR surveys are an effective way of locating and identifying subsurface obstructions prior to drilling or excavating activity. However, these surveys cannot and will not identify all subsurface utilities or other obstructions, in all circumstances. Midwestern soils in particular, present significant challenges to an effective GPR survey, and should not be relied upon as the only means of protecting underground utilities. EM Induction surveys provide another level of investigation, which when combined with traditional EM locating and GPR provide the most complete non-destructive process available for the protection of subsurface utilities and other structures. When Vacuum Excavation is employed, the possibility of a damaged utility is further minimized.

In general, private utility locating surveys conducted by Blood Hound technicians are highly accurate and effective. However, there are numerous factors that can result in a line being mis-marked or left unmarked by our technicians, that are beyond the control of Blood Hound or its technicians. This includes, but is not limited to, a lack of adequate prints or available site knowledge, a lack of access to utilities (i.e. cleanouts, interior communications rooms, vaults, etc), a lack of visual indications of the utility's presence, a disruption of a conductive pathway (i.e. repair in a metal water line made with plastic), and commonly bonded lines creating undesired signal conduction pathways. While Blood Hound provides its employees with extensive training on ways to mitigate these and other issues, there are unfortunately occasions where these factors cannot be effectively eliminated.

Council Sidewalk Committee – Requested Project

Pedestrian Way on Mitchell from Maxwell Lane to Circle Drive

2011

By: shermand

2 Nov 11

File: LPmtc

200 0 200 400 600

N

City of Bloomington

Clerk & Council

Scale: 1" = 200'

For reference only; map information NOT warranted.

PROJECT NAME: **Mitchell Street Sidewalk (from Circle Drive to Maxwell Drive) & Walnut Street Sidewalk (from 650' S to 1000' N of Burks Drive) Design**

AMENDMENT #1 TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
PARSONS CUNNINGHAM AND SHARTLE ENGINEERS, INC.
(now known as THE ETICA GROUP, INC.)

This Amendment #1 is an Amendment to the Agreement dated November 1, 2016, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Parsons Cunningham and Shartle Engineers, Inc.,

The City of Bloomington Planning and Transportation Department was informed that pursuant to an Asset Purchase Agreement dated April 12, 2017, Parsons Cunningham and Shartle Engineers, Inc., agreed to sell substantially all of its assets to The Etica Group, Inc., and thereby desires to assign and transfer this Agreement to The Etica Group, Inc.,

Upon the Board's consent to this transfer, The Etica Group, Inc., intends to continue to perform and complete the obligations under the Agreement,

WITNESSETH:

WHEREAS, the Board hereby consents to the assignment and transfer of this Agreement to The Etica Group, Inc., (hereinafter referred to as "Consultant"); and

WHEREAS, Consultant is willing and able to provide these services; and

WHEREAS, upon execution of this Amendment #1 and in addition to the provisions below, each reference to Consultant in the terms of the original Agreement shall refer to The Etica Group, Inc.;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree to the following:

I. Revise **Article 6. <u>Schedule</u>**: Delete **Exhibit C, Estimated Project Schedule** and replace with Exhibit C provided below.

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

MILESTONE	DATE	COMMENTS
Notice to Proceed	December 22, 2016	
Topographic Survey & R/W Determination Complete	March 31, 2017	
Preliminary (30%) Plans for Review	May 19, 2017	
Owner Review Complete	June 2, 2017	
Field Check (if desired)	June, 2017	
Final Plans and Specifications for Review	July 28, 2017	
Owner Review Complete	August 11, 2017	
Final Plans – Ready for Bidding	August 25, 2017	
Bid Advertising/Bid Opening	September, 2017	Scheduled by City
Construction	March – May 2018	Scheduled by City

II. Revise **Article 8. Identity of Consultant**: Delete the principal personnel identified in **Exhibit D** and replace them with:

Position / Responsibility	**Name**
Project Manager	Johnathon Nail, P.E.
Land Surveyor	Grant Niemeyer, P.S.
Design Engineer	Atif Baloch, E.I.

III. Revise **Article 14. Insurance**: Consultant shall provide insurance certificates required by this Article.

IV. Revise **Article 23. Notices**: Delete the name currently provided for Consultant and replace it with :

Consultant:

The Etica Group, Inc.
Attn: Paula Groff
1924 South Dan Jones Road
Avon, IN 46123

V. Revise **Article 26. Verification of New Employee Employment Status**: Consultant shall execute and have notarized a replacement Exhibit E. The Affidavit Regarding E-Verify is attached hereto.

VI. Revise **Article 27. No Collusion**: Consultant shall execute and have notarized a replacement Exhibit F. The Non-Collusion Affidavit is attached hereto.

VII. Consultant shall not proceed with any services listed in the original Agreement without prior written authorization by the Board.

VIII. In all other respects, the Agreement shall remain in effect as originally written.

IN **WITNESS WHEREOF**, the parties have caused this Amendment #1 to be executed the day and year, last written below:

Owner
CITY OF BLOOMINGTON

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

Date: 5/16/17

By: _____
Terri Porter, Director
Dept. of Planning & Transportation

Date: May 12, 2017

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: 5-18-17

Consultant
THE ETICA GROUP, INC.

By: _____
Jessica Nickloy, CEO and President

Date: 6/16/17

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 5.8.17

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 5/9/17
FUND/ACCT: 454-02-431

EXHIBIT E

AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

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

1. The undersigned is the President (job title) of The Etica Group, Inc. (company name)

2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Jessica Nickloy
Signature

Jessica Nickloy
Printed name

ERIN E GUT
Hendricks County
NOTARY PUBLIC
Comm. # 640742
NOTARY SEAL
My Commission Expires 12-26-2020
STATE OF INDIANA

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Before me, a Notary Public in and for said County and State, personally appeared Jessica Nickloy and acknowledged the execution of the foregoing this 16th day of June, 20 17.

Erin E. Gut
Notary Public

Erin E. Gut
Printed name

My Commission Expires: 12/26/2020
County of Residence: Hendricks

EXHIBIT F

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

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 16th day of June, 2017.

the Ethica Group Inc
(Name of Organization)

By: Jessica Nickday
Jessica Nickday President/CEO
(Name and Title of Person Signing)

ERIN E GUT
Hendricks County
NOTARY PUBLIC
Comm. # 640742
NOTARY SEAL
My Commission Expires 12-26-2020
STATE OF INDIANA

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Subscribed and sworn to before me this 16th day of June, 2017.

My Commission Expires:
12/26/2020

Erin E. Gut
Notary Public Signature

Resident of Hendricks County

Erin E. Gut
Printed Name

PROJECT NAME: Mitchell Street Sidewalk (from Circle Drive to Maxwell Drive) & Walnut Street Sidewalk (from 650' S to 1000' N of Burks Drive) Design

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 1st day of November, 2016, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Parsons Cunningham and Shartle Engineers, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide sidewalks on the east side of Mitchell Street from Circle Drive to Maxwell Drive and on the west side of Walnut Street from 650 feet south of Burks Drive to 1,000 feet north of Burks Drive; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of a topographic survey including utilities, coordination with utilities, determination of existing rights-of-way, and the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

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

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Sixty Thousand Dollars ($60,000.00).** 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 assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such work being performed, or expenses incurred. The Board shall not make payment for any unauthorized work or expenses. Claims for additional work or expenses must be submitted within thirty (30) days of the completion of the work or expenditure, and must be accompanied by a statement of itemized costs.

1. **Timing and Format for Billing:**

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

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

2. **Billing Records:**

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

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

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

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

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

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

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

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

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

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

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

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

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

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

c. Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum combined single limit of $1,000,000 for each occurrence, and $2,000,000 in the aggregate.

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this

Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Consultant:

PCS Engineers
Attn: Jeffrey Mahan PE
1924 South Dan Jones Road
Avon, IN 46123

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

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

Article 25. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

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

Article 26. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any

person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner	Consultant
City of Bloomington Board of Public Works	Parsons Cunningham and Shartle Engineers, Inc.
By: _____ Kyla Cox Deckard President	_____ Cheryl A. Cunningham PE President
By: _____ John Hamilton, Mayor	

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 10.24.16

CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: 10/25/16
FUND/ACCT: 454-02 431

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

Project Description:
The Project will provide sidewalks in the City of Bloomington in the following locations:

- Along the east side of Mitchell Street from Circle Drive to Maxwell Drive, a corridor length of approximately 700 feet.
- Along the west side of Walnut Street from approximately 650 feet south of Burks Drive to approximately 1,000 feet north of Burks Drive, a corridor length of approximately 1,650 feet. Existing sidewalks within the corridor will be reviewed and retained (and repaired as needed) if adequate.

I. TOPOGRAPHIC SURVEY

The field survey will be conducted to a level detailed enough to provide adequate information to complete the final design plans for the project. The limits of the survey shall be as follows:

Mitchell Street

- Starting at the intersection with Circle Drive, survey will extend north to the intersection with Maxwell Lane, for a total survey length of approximately 750 lineal feet.
- Survey coverage will also include the following:
    - Entire intersection of Mitchell Street and Maxwell Lane (all four quadrants), assuming 75 feet along each leg.
    - Along Mitchell Street survey coverage will extend 60 feet east of the roadway including any building faces, and 10 feet west of the roadway to locate driveways and drainage features.
    - Location of existing sidewalk and ramp at Circle Drive.
    - Topographic coverage of public right-of-way (with no roadway) running east from Mitchell Street, including existing driveway and yard, up to the existing small pedestrian bridge at 921½ South Mitchell Street.

Walnut Street

- Starting at the south edge of the parking lot at the National Guard (approximately 650 feet south of Burks Drive), survey only the west side of Walnut Street from roadway crown to 100 feet west. Survey will extend north to the north edge of the "Spring Real Estate" parcel, approximately 1,050 feet north of Burks Drive, for a total survey length of approximately 1700 lineal feet.
- Survey coverage will also include the following:
    - Location of existing sidewalk along the National Guard building
    - Location of existing sidewalk and trees along the Bloomington Utilities parcel
    - Location of existing sidewalk and ramps along the "Spring Real Estate" parcel
    - Location, size, and type of any structures and pipes within the limits
    - Location, size, and type of existing culverts under Walnut Street along the corridor, including the culvert and ditch just south of Burks Drive

Specific Scope Details & Assumptions:

- Horizontal control will be based on Indiana State Plane Coordinates (NAD 83).
- Vertical control will be based on NAVD 1988 datum. A GPS observation will be used to establish site datum. All other elevations will be relative to the GPS observed elevation.
- PCS Engineers will have the existing utilities field marked, providing above ground evidence of the location of the utility. PCS Engineers does not guarantee the accuracy of the observed, marked utilities. The utilities will be identified by Indiana 811 and located per this survey showing horizontal location only. The depth, size, or any other features will not be noted, unless provided by the utilities.
- Collect general topography within the specified survey corridor, including above ground utilities, marked below-ground utilities (horizontal locations only), wells, septic systems, sanitary sewer structures, storm sewer structures, and all existing topographic information, such as culverts, trees, fences, drives, ditches, pavement, shoulders, guardrail, toes of slopes, tops of banks, flow lines, edge of water, etc.
- Detail all observed storm and sanitary structures within the survey corridor. Measurements, sketches and photographs will be collected. Does NOT include structures considered to be confined space entry.
- Process field data and plot all topographic features in AutoCAD format.
- Prepare a field survey book, including scans of sketch and photos taken.
- Survey Notices will be provided to property owners along the corridor.
- *Walnut Street only:* Provide an existing right-of-way determination. Three parcels are anticipated (National Guard, Bloomington Utilities, and Spring Real Estate). Includes title reports (T&E) (National Guard, Spring Real Estate).
- *Mitchell Street only:* Provide an existing right-of-way determination based upon latest documented deed / plat. No title search is anticipated.
- Plot the property owners and boundaries along the subject corridor.
- The following items are NOT included in the survey scope:
    - Locate Section Corners and/or subdivision monuments
    - Prepare a Route Survey Plat and Report

II. PATH DESIGN

Develop separate construction plans and documents for each location, in general accordance with City of Bloomington standards.

Specific Scope Details & Assumptions:

- Attend coordination meetings with Owner, if requested. Scope includes up to two (2) meetings during project development, one of which may be a Field Check meeting.
- Prepare Preliminary Plans (approximately 30% complete) and conceptual construction cost estimate for Owner review.
- Prepare Final Plans (100% complete) and construction documents for Owner review.
- Provide Bidding & Construction phase services as requested, including pre-bid Q&A and addenda, pre-construction meeting attendance, submittal reviews, etc.
- Scope assumes the following:

- No Public Hearing is required.
- No permitting requirements are anticipated for this work.
- No additional right-of-way is anticipated to be needed.
- Lighting and landscaping design is not required.
- Traffic will be maintained on the existing roadways. No long-term roadway closures, lane closures, or detours are anticipated.
- Any hydraulic analysis of existing City infrastructure will be provided by Owner.
- Local funding to be used for construction.
- Mitchell Street to retain a minimum pavement width of 20 feet.
- Intersection of Mitchell Street and Maxwell Lane to be reviewed for possible pedestrian enhancing features (radius reductions, curb "bump outs", etc.).

Plan elements shall include the following:

- Title Sheet
- Index Sheet
- Typical Cross Sections
- Plan & Profile Sheets
- Construction Details
- Traffic Maintenance Details
- Summary Tables
- Cross Sections

Bid documents will be prepared by the City. Construction Documents provided by Consultant shall include the following:

- Bid quantity summary & Engineer's estimate of probable costs
- Project technical specifications/special provisions
- Final Construction Plans (electronic & three full-size sets)
- CAD files of proposed design in AutoCAD format

EXHIBIT B
COMPENSATION

This project is to be conducted on an Hourly basis with an agreed Maximum Cost of **$60,000.00.** In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

Project Manager	$ 151.00/hour
Senior Project Engineer	$ 115.56/hour
Project Engineer	$ 108.61/hour
Project Surveyor	$ 99.47/hour
Survey Crew Chief	$ 96.66/hour
CAD Technician	$ 80.41/hour
Administrative Assistant	$ 81.86/hour
Survey Technician	$ 82.16/hour

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

	Total	Walnut	Mitchell
Survey & Document Preparation	$ 15,800.00	$ 8,950.00	$ 6,850.00
Design & Plan Preparation	$ 40,400.00	$ 21,900.00	$ 18,500.00
Bidding and Construction Support	$ 3,800.00	$ 1,900.00	$ 1,900.00

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	August 24, 2016	
Topographic Survey & R/W Determination complete	October 24, 2016	
Preliminary (30%) plans for review	November 21, 2016	
Owner review complete	December 9, 2016	
Field Check (if desired)	December 2016	
Final Plans and Specifications for review	January 30, 2017	
Owner review complete	February 15, 2017	
Final Plans – Ready for Bidding	March 1, 2017	
Bid Advertising/Bid Opening	March 2017 or later	Scheduled by City
Construction	May – July 2017	Scheduled by City

EXHIBIT D
KEY PERSONNEL

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

Position / Responsibility	Name
Project Manager	Jeffrey Mahan, PE
Land Surveyor	Grant Niemeyer, PS
Design Engineer	Cody Niles, EI

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF ~~Indiana~~ Hendricks)

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

1. The undersigned is the President (job title) of Parsons Cunningham & Shartle Engineers, Inc. (company name)

2. The company named herein that employs the undersigned:
   - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
   - is a subcontractor on a contract to provide services to the City of Bloomington.

3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).

4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Cheryl A. Cunningham
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

ERIN E GUT
Hendricks County
NOTARY PUBLIC
Comm. # 640742
NOTARY SEAL
My Commission Expires 12-26-2020
STATE OF INDIANA

Before me, a Notary Public in and for said County and State, personally appeared Cheryl Cunningham and acknowledged the execution of the foregoing this 8th day of December, 2016.

Erin Gut
Notary Public
Erin Gut
Printed name

My Commission Expires: 12/26/2020
County of Residence: Hendricks

EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

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 8th day of December, 20 16.

Parsons Cunningham & Shartle Engineers, Inc.
(Name of Organization)

By: [signature]

[signature]
(Name and Title of Person Signing)

ERIN E GUT
Hendricks County
NOTARY PUBLIC
Comm. # 640742
NOTARY SEAL
My Commission Expires 12-26-2020
STATE OF INDIANA

STATE OF INDIANA)
) SS:
COUNTY OF Hendricks)

Subscribed and sworn to before me this 8th day of December, 2016.

[signature]
Notary Public

Erin Gut
Printed name

My Commission Expires: 12/26/2020
County of Residence: Hendricks

Board of Public Works Claim Register

Invoice Date Range 08/29/17 - 09/08/17

Vendor	Invoice Description	Invoice Date	Payment Date	Amount
Fund **101 - General Fund (S0101)**				
Department **01 - Animal Shelter**				
Program **010000 - Main**				
Account **43430 - Animal Adoption Fees**				
Chris Giles	01-Giles-refund adoption fee-canine	08/29/2017	09/08/2017	75.00
Jayde Martin	01-Martin-refund adoption fee-canine	08/29/2017	09/08/2017	40.00
Debra Rugenstein	01-Rugenstein-refund adoption fee-canine	08/29/2017	09/08/2017	75.00
		Account **43430 - Animal Adoption Fees** Totals	3	$190.00
Account **52210 - Institutional Supplies**				
313 - Fastenal Company	01-trash liners	08/29/2017	09/08/2017	101.94
313 - Fastenal Company	01-scrub pads, trash bags, folding chair leg tips	08/29/2017	09/08/2017	155.64
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy/kitten/feline food-8/18/17	08/29/2017	09/08/2017	314.86
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/canine/kitten/feline food-8/14/17	08/29/2017	09/08/2017	224.22
4633 - Midwest Veterinary Supply, INC	01-sanitizer-8/10/17	08/29/2017	09/08/2017	136.00
4633 - Midwest Veterinary Supply, INC	01-fluids-8/10/17	08/29/2017	09/08/2017	87.12
4666 - Zoetis, INC	01-feline vaccines, sedatives	08/29/2017	09/08/2017	507.41
4666 - Zoetis, INC	01-canine vaccines	08/29/2017	09/08/2017	249.00
4666 - Zoetis, INC	01-Bordetella vaccine	08/29/2017	09/08/2017	320.00
		Account **52210 - Institutional Supplies** Totals	9	$2,096.19
Account **52340 - Other Repairs and Maintenance**				
53005 - Menards, INC	01-washer replacement	08/29/2017	09/08/2017	299.00
		Account **52340 - Other Repairs and Maintenance** Totals	1	$299.00
Account **53130 - Medical**				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-neuter surgery, bloodwork-8/8/17	08/29/2017	09/08/2017	292.70
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, bacteria culture-8/9/17	08/29/2017	09/08/2017	325.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit-8/16/17	08/29/2017	09/08/2017	52.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit-8/17/17	08/29/2017	09/08/2017	418.11
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgery, biopsy-8/15/17	08/29/2017	09/08/2017	604.95
		Account **53130 - Medical** Totals	5	$1,693.26
Account **53220 - Postage**				
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/15/17	08/29/2017	09/08/2017	20.36
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/21/17	08/29/2017	09/08/2017	20.40
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/24/17	08/29/2017	09/08/2017	20.40
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/24/17	08/29/2017	09/08/2017	20.40
4487 - PMB East, INC (PakMail)	01-BOH shipping-8/23/17	08/29/2017	09/08/2017	20.40

		Account **53220 - Postage** Totals	5	$101.96
Account **53310 - Printing**				
818 - Everywhere Signs, LLC	01-vehicle magnet signs	08/29/2017	09/08/2017	90.00
		Account **53310 - Printing** Totals	1	$90.00
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-summary electric bill-bill date081517	08/29/2017	09/08/2017	1,357.27
		Account **53510 - Electrical Services** Totals	1	$1,357.27
Account **53610 - Building Repairs**				
321 - Harrell Fish, INC	19-ACC-thermostat lost connection to WIFI BC 2015-01	08/29/2017	09/08/2017	144.00
		Account **53610 - Building Repairs** Totals	1	$144.00
Account **53910 - Dues and Subscriptions**				
205 - City Of Bloomington	01-PC reimb.-Pridefest vendor booth	08/29/2017	09/08/2017	50.00
		Account **53910 - Dues and Subscriptions** Totals	1	$50.00
Account **53990 - Other Services and Charges**				
4963 - David A Blais	01-microscope repair	08/29/2017	09/08/2017	103.00
205 - City Of Bloomington	01-ACO van washed-8/03/17	08/29/2017	09/08/2017	9.00
231 - Indiana University Health Bloomington, INC	01-J. Gibson-hearing test-8/2/17	08/29/2017	09/08/2017	29.00
		Account **53990 - Other Services and Charges** Totals	3	$141.00
		Program **010000 - Main** Totals	30	$6,162.68
		Department **01 - Animal Shelter** Totals	30	$6,162.68
Department **02 - Public Works**				
Program **020000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
19278 - Milestone Contractors, LP	20-Landmark-surface-19.99 tons-6/20/17	08/29/2017	09/08/2017	829.99
		Account **52330 - Street , Alley, and Sewer Material** Totals	1	$829.99
Account **53170 - Mgt. Fee, Consultants, and Workshops**				
5938 - Kessler Consulting, INC	02-consulting services, July 2017, Sanitation modernization	08/29/2017	09/08/2017	555.00
		Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	1	$555.00
Account **53650 - Other Repairs**				
818 - Everywhere Signs, LLC	02-sign for Animal Island	08/29/2017	09/08/2017	80.00
		Account **53650 - Other Repairs** Totals	1	$80.00
		Program **020000 - Main** Totals	3	$1,464.99
		Department **02 - Public Works** Totals	3	$1,464.99
Department **04 - Economic & Sustainable Dev**				
Program **040000 - Main**				
Account **53320 - Advertising**				
818 - Everywhere Signs, LLC	04 - Signs for Dimension Mill	08/29/2017	09/08/2017	82.00
		Account **53320 - Advertising** Totals	1	$82.00
Account **53910 - Dues and Subscriptions**				
3560 - First Financial Bank / Credit Cards	04 Hootsuite 2017	08/29/2017	09/08/2017	5.99
		Account **53910 - Dues and Subscriptions** Totals	1	$5.99
Account **53970 - Mayor's Promotion of Business**				
5814 - Elizabeth Rubin Walter	04 - Reimbursement for CDFI Luncheon	08/29/2017	09/08/2017	114.43
		Account **53970 - Mayor's Promotion of Business** Totals	1	$114.43
		Program **040000 - Main** Totals	3	$202.42
		Department **04 - Economic & Sustainable Dev** Totals	3	$202.42

Department **05 - Common Council**
Program **050000 - Main**
Account **52110 - Office Supplies**

5086 - Frame Station, INC (Framemakers)	05-Frame for Encomium -- Mayer	08/29/2017	09/08/2017	210.22
		Account **52110 - Office Supplies** Totals	1	$210.22

Account **53910 - Dues and Subscriptions**

7101 - Stacy Jane Rhoads	05-Attorney Registration Renew	08/29/2017	09/08/2017	180.00
		Account **53910 - Dues and Subscriptions** Totals	1	$180.00
		Program **050000 - Main** Totals	2	$390.22
		Department **05 - Common Council** Totals	2	$390.22

Department **06 - Controller's Office**
Program **060000 - Main**
Account **52420 - Other Supplies**

8002 - Safeguard Business Systems, INC	06-Blank Check Stock for claim and payroll checks	08/29/2017	09/08/2017	854.87
		Account **52420 - Other Supplies** Totals	1	$854.87

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	06-J Underwood CGMA / AICPA dues 2018	08/29/2017	09/08/2017	395.00
		Account **53910 - Dues and Subscriptions** Totals	1	$395.00
		Program **060000 - Main** Totals	2	$1,249.87
		Department **06 - Controller's Office** Totals	2	$1,249.87

Department **09 - CFRD**
Program **090000 - Main**
Account **53160 - Instruction**

669 - Nancy A Woolery	09-reimburse Nancy for registration for CALM workshop	08/29/2017	09/08/2017	10.00
		Account **53160 - Instruction** Totals	1	$10.00

Account **53960 - Grants**

1425 - Monroe County Civic Theater, INC	09-CFRD grant funding to MCCT for The Odd Couple-Female Version	08/29/2017	09/08/2017	100.00
8950 - Southern Indiana Center For Independent Living	09-CFRD Sponsorship of 2017 Fishtival Festival	08/29/2017	09/08/2017	100.00
		Account **53960 - Grants** Totals	2	$200.00
		Program **090000 - Main** Totals	3	$210.00
		Department **09 - CFRD** Totals	3	$210.00

Department **10 - Legal**
Program **100000 - Main**
Account **53990 - Other Services and Charges**

199 - Monroe County Government	10 Monroe County Recorder July billing	08/29/2017	09/08/2017	25.00
		Account **53990 - Other Services and Charges** Totals	1	$25.00
		Program **100000 - Main** Totals	1	$25.00

Program **101000 - Human Rights**
Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	10 FFB ICLEF	08/29/2017	09/08/2017	290.00
		Account **53160 - Instruction** Totals	1	$290.00
		Program **101000 - Human Rights** Totals	1	$290.00
		Department **10 - Legal** Totals	2	$315.00

Department **11 - Mayor's Office**
Program **110000 - Main**
Account **53110 - Engineering and Architectural**

3560 - First Financial Bank / Credit Cards	11-Squarespace for Innovation		08/29/2017	09/08/2017	216.00
		Account **53110 - Engineering and Architectural** Totals		1	$216.00
Account **53160 - Instruction**					
3560 - First Financial Bank / Credit Cards	11-JH registration for AIM conference		08/29/2017	09/08/2017	325.00
		Account **53160 - Instruction** Totals		1	$325.00
Account **53230 - Travel**					
3560 - First Financial Bank / Credit Cards	11-flight for Tom's travel to Mayors Innovation conf		08/29/2017	09/08/2017	258.40
3560 - First Financial Bank / Credit Cards	11-Tom Miller hotel stay -- Burlington conference		08/29/2017	09/08/2017	698.97
6051 - Thomas Miller	11-reimbursement for Burlington (Uber, per diem)		08/29/2017	09/08/2017	73.33
		Account **53230 - Travel** Totals		3	$1,030.70
		Program **110000 - Main** Totals		5	$1,571.70
		Department **11 - Mayor's Office** Totals		5	$1,571.70
Department **12 - Human Resources**					
Program **120000 - Main**					
Account **52420 - Other Supplies**					
4983 - Varidesk, LLC	12 Varidesk for L Adams		08/29/2017	09/08/2017	395.00
		Account **52420 - Other Supplies** Totals		1	$395.00
Account **53230 - Travel**					
5310 - Brenda K Hendrix	12 Reimbursement for parking AIM board meeting		08/29/2017	09/08/2017	34.00
		Account **53230 - Travel** Totals		1	$34.00
Account **53990 - Other Services and Charges**					
5939 - Evergreen Solutions, LLC	12 Inv 0533-3 Salary & Benefits Survey		08/29/2017	09/08/2017	9,625.00
		Account **53990 - Other Services and Charges** Totals		1	$9,625.00
		Program **120000 - Main** Totals		3	$10,054.00
		Department **12 - Human Resources** Totals		3	$10,054.00
Department **13 - Planning**					
Program **130000 - Main**					
Account **52110 - Office Supplies**					
5103 - Staples Contract & Commercial, INC	13 - Paper, White Out, Folders		08/29/2017	09/08/2017	59.22
		Account **52110 - Office Supplies** Totals		1	$59.22
Account **52420 - Other Supplies**					
3404 - J.R. Watkins & Family, INC (Signs Now)	13-Name Placard-Plan Commission (Trohn Enright-Randolph)		08/29/2017	09/08/2017	25.00
		Account **52420 - Other Supplies** Totals		1	$25.00
Account **53160 - Instruction**					
3560 - First Financial Bank / Credit Cards	13 - Indiana ITE/TAP 2017 Transportation Seminar		08/29/2017	09/08/2017	100.00
6137 - Trohn Enright-Randolph	13-Reimbursement-Nitty Gritty Workshop II (County Rep to PC)		08/29/2017	09/08/2017	75.00
		Account **53160 - Instruction** Totals		2	$175.00
Account **53910 - Dues and Subscriptions**					
4442 - American Planning Association	13-APA/IN/AICP Membership Dues (J. Roach) 10-1 thru 9-30-18		08/29/2017	09/08/2017	500.00
		Account **53910 - Dues and Subscriptions** Totals		1	$500.00
		Program **130000 - Main** Totals		5	$759.22
		Department **13 - Planning** Totals		5	$759.22
Department **19 - Facilities Maintenance**					
Program **190000 - Main**					
Account **52210 - Institutional Supplies**					

2966 - Barrett Supplies & Equipment, INC	19-CH-toilet tissue, paper towels, soap, trash bags	08/29/2017	09/08/2017	767.58
		Account **52210 - Institutional Supplies** Totals	1	$767.58
Account **52310 - Building Materials and Supplies**				
409 - Black Lumber Co INC	19-City Hall-tile grout sponge, tile pliers, tile nippers	08/29/2017	09/08/2017	26.97
409 - Black Lumber Co INC	19-City Hall-rust coat enamel, bungee cord	08/29/2017	09/08/2017	5.99
409 - Black Lumber Co INC	19-City Hall-sanding block, paint brushes	08/29/2017	09/08/2017	10.46
394 - Kleindorfer Hardware & Variety	19-CH-3 in 1 oil, graphite	08/29/2017	09/08/2017	8.17
394 - Kleindorfer Hardware & Variety	19-CH-marking paint	08/29/2017	09/08/2017	9.00
394 - Kleindorfer Hardware & Variety	19-1 roll of duct tape	08/29/2017	09/08/2017	3.99
394 - Kleindorfer Hardware & Variety	19-CH-sledge hammer	08/29/2017	09/08/2017	33.99
21398 - Moriarty Floor Covering, INC	19-CH-upstairs mens restroom-replace tile	08/29/2017	09/08/2017	159.18
		Account **52310 - Building Materials and Supplies** Totals	8	$257.75
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-summary electric bill-bill date081517	08/29/2017	09/08/2017	10,138.82
		Account **53510 - Electrical Services** Totals	1	$10,138.82
Account **53610 - Building Repairs**				
32 - Cassady Electrical Contractors, INC	19-City Hall-canopy lights-pulled new wire ffrom building	08/29/2017	09/08/2017	664.25
293 - J&S Locksmith Shop, INC	19-City Hall-key for ITS-R. Dietz's office cabinet	08/29/2017	09/08/2017	12.77
392 - Koorsen Fire & Security, INC	26-Morton St Garage-monitoring-NFPA-cell/net-8/1-10/31/17	08/29/2017	09/08/2017	119.97
		Account **53610 - Building Repairs** Totals	3	$796.99
Account **53650 - Other Repairs**				
818 - Everywhere Signs, LLC	19-CH-sign repair	08/29/2017	09/08/2017	143.00
		Account **53650 - Other Repairs** Totals	1	$143.00
Account **53990 - Other Services and Charges**				
4946 - Steele Commercial Cleaning, INC	19-City Hall-cleaned upstairs hallway, medium/large mats	08/29/2017	09/08/2017	545.00
		Account **53990 - Other Services and Charges** Totals	1	$545.00
		Program **190000 - Main** Totals	15	$12,649.14
		Department **19 - Facilities Maintenance** Totals	15	$12,649.14
Department **28 - ITS**				
Program **280000 - Main**				
Account **52420 - Other Supplies**				
50972 - CDW, LLC	28-BOGEN-TELEPHONE ACCESS MODULE	08/29/2017	09/08/2017	197.50
4475 - Plasco ID Holdings, LLC (IDW, LLC) (ID Wholesaler)	28-200 Proximity/ Composite Cards & Supplies	08/29/2017	09/08/2017	1,382.00
5081 - The MacExperience, INC	28-MAC Thunderbolt Ethernet Adaptor	08/29/2017	09/08/2017	29.00
		Account **52420 - Other Supplies** Totals	3	$1,608.50
Account **53210 - Telephone**				
1079 - AT&T	28-phone charges 7/20-8/19/17-#812 339-2261 261 1	08/29/2017	09/08/2017	5,524.25
		Account **53210 - Telephone** Totals	1	$5,524.25
Account **53640 - Hardware and Software Maintenance**				
53442 - Paragon Micro, INC	28-Fluke Network Fiberinspector Kit	08/29/2017	09/08/2017	6,799.99
		Account **53640 - Hardware and Software Maintenance** Totals	1	$6,799.99
Account **53910 - Dues and Subscriptions**				
3560 - First Financial Bank / Credit Cards	28 - Basecamp Project Plan Subscription	08/29/2017	09/08/2017	20.00
3560 - First Financial Bank / Credit Cards	28 - Subscription to SurveyMonkey	08/29/2017	09/08/2017	372.00
		Account **53910 - Dues and Subscriptions** Totals	2	$392.00

		Program **280000 - Main** Totals	7	$14,324.74
		Department **28 - ITS** Totals	7	$14,324.74
		Fund **101 - General Fund (S0101)** Totals	80	$49,353.98

Fund **103 - Restricted Donations**
Department **06 - Controller's Office**
Program **400102 - Animal Supplies**
Account **52210 - Institutional Supplies**

4633 - Midwest Veterinary Supply, INC	01-antibiotics, diagnostic kits, needles-8/10/17	08/29/2017	09/08/2017	252.47
4633 - Midwest Veterinary Supply, INC	01-antibiotics, syringes, thermometer-8/10/17	08/29/2017	09/08/2017	293.95
4633 - Midwest Veterinary Supply, INC	01-antiboitics-8/17/17	08/29/2017	09/08/2017	117.35
4633 - Midwest Veterinary Supply, INC	01-antibiotics, supplements-8/17/17	08/29/2017	09/08/2017	455.64
4633 - Midwest Veterinary Supply, INC	01-antibiotics-8/10/17	08/29/2017	09/08/2017	25.80
4633 - Midwest Veterinary Supply, INC	01-heartworm preventative, flea meds, supportive therapy	08/29/2017	09/08/2017	973.82
		Account **52210 - Institutional Supplies** Totals	6	$2,119.03
		Program **400102 - Animal Supplies** Totals	6	$2,119.03
		Department **06 - Controller's Office** Totals	6	$2,119.03
		Fund **103 - Restricted Donations** Totals	6	$2,119.03

Fund **249 - Grants Non Approp**
Department **04 - Economic & Sustainable Dev**
Program **G17010 - 2017 IN OCRA Quick Impact Placeb**
Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards	04 - Bistro sets for Pop Tool Kit - QUIP Grant	08/29/2017	09/08/2017	357.60
		Account **52420 - Other Supplies** Totals	1	$357.60
		Program **G17010 - 2017 IN OCRA Quick Impact Placeb** Totals	1	$357.60
		Department **04 - Economic & Sustainable Dev** Totals	1	$357.60
		Fund **249 - Grants Non Approp** Totals	1	$357.60

Fund **312 - Community Services**
Department **09 - CFRD**
Program **090003 - Com Serv - Status of Women**
Account **53960 - Grants**

6136 - Cathi Ann Crabtree	09-BCSW--Leadership Scholarship Initiative Award	08/29/2017	09/08/2017	50.00
		Account **53960 - Grants** Totals	1	$50.00
		Program **090003 - Com Serv - Status of Women** Totals	1	$50.00

Program **090018 - CBVN**
Account **53990 - Other Services and Charges**

4219 - Knoeful Busick (Duane Busick Video)	09-CBVN video for premiere at SCCAP	08/29/2017	09/08/2017	150.00
860 - Elizabeth D Savich	09-reimbure Bet for supplies for showing of ONE Community video	08/29/2017	09/08/2017	41.40
		Account **53990 - Other Services and Charges** Totals	2	$191.40
		Program **090018 - CBVN** Totals	2	$191.40
		Department **09 - CFRD** Totals	3	$241.40
		Fund **312 - Community Services** Totals	3	$241.40

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-BDU Locating and marking services July 2017	08/29/2017	09/08/2017	3,282.00
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating and marking services June 2017	08/29/2017	09/08/2017	3,553.00
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating and marking services May 2017	08/29/2017	09/08/2017	3,279.00
	Account **53640 - Hardware and Software Maintenance** Totals		3	$10,114.00
	Program **254000 - Infrastructure** Totals		3	$10,114.00
Program **256000 - Services**				
Account **53640 - Hardware and Software Maintenance**				
3989 - Ricoh USA, INC	28-copier maintenance-CH/off site facilities-7/17-8/16/17	08/29/2017	09/08/2017	2,046.80
	Account **53640 - Hardware and Software Maintenance** Totals		1	$2,046.80
	Program **256000 - Services** Totals		1	$2,046.80
	Department **25 - Telecommunications** Totals		4	$12,160.80
	Fund **401 - Non-Reverting Telecom (S1146)** Totals		4	$12,160.80
Fund **451 - Motor Vehicle Highway(S0708)**				
Department **20 - Street**				
Program **200000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
334 - Irving Materials, INC	20-3301 Rolling Rock Dr-Class A Stone Ash-4.5 cy-7/31/17 BC2017-17	08/29/2017	09/08/2017	456.75
334 - Irving Materials, INC	20-410 E. 8th St-Class A Stone-5 cy-8/2/17 BC2017-17	08/29/2017	09/08/2017	507.50
334 - Irving Materials, INC	20-410 E. 8th St-Class A Stone-8 cy-8/3/17 BC2017-17	08/29/2017	09/08/2017	812.00
	Account **52330 - Street , Alley, and Sewer Material** Totals		3	$1,776.25
Account **52340 - Other Repairs and Maintenance**				
294 - All-Phase Electric Supply, INC	20-Traffic Signal Supplies-HID Lamp	08/29/2017	09/08/2017	93.92
	Account **52340 - Other Repairs and Maintenance** Totals		1	$93.92
Account **52420 - Other Supplies**				
409 - Black Lumber Co INC	20-320 N Walnut-SW-hardware, rebar tie wire	08/29/2017	09/08/2017	27.58
409 - Black Lumber Co INC	20-1/2" X 10' rebar	08/29/2017	09/08/2017	8.18
409 - Black Lumber Co INC	20-W. Tapp Rd-80# quikcrete gravel mix-10 bags	08/29/2017	09/08/2017	49.90
313 - Fastenal Company	20-30' TAPE MEASURE, 14" TURBO RIM PREM. BLADE	08/29/2017	09/08/2017	223.45
786 - Richard's Small Engine, INC	20-chainsaw supplies-filter, wrench kit	08/29/2017	09/08/2017	153.29
336 - Southside Rental Center, INC	20-Propane for Pavement Marking/Paving-8/10/17	08/29/2017	09/08/2017	130.90
336 - Southside Rental Center, INC	20-Propane for equipment-8/10/17	08/29/2017	09/08/2017	20.23
	Account **52420 - Other Supplies** Totals		7	$613.53
Account **52430 - Uniforms and Tools**				
293 - J&S Locksmith Shop, INC	20-Chainsaw Supplies-chain	08/29/2017	09/08/2017	25.08
	Account **52430 - Uniforms and Tools** Totals		1	$25.08
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-summary electric bill-bill date081517	08/29/2017	09/08/2017	662.46
	Account **53510 - Electrical Services** Totals		1	$662.46
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-8/16/17	08/29/2017	09/08/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/16/17	08/29/2017	09/08/2017	23.05
	Account **53920 - Laundry and Other Sanitation Services** Totals		2	$49.44
Account **53950 - Landfill**				

52226 - Hoosier Transfer Station-3140	20-Disposal of street sweeper dumps-7/20/17	08/29/2017	09/08/2017	2,516.32
		Account **53950 - Landfill** Totals	1	$2,516.32
Account **53990 - Other Services and Charges**				
467 - Groomer Construction, INC	20-Contract Serv. for SW Repair-1st/400-600 BL 4th St BC2017-34	08/29/2017	09/08/2017	22,120.00
		Account **53990 - Other Services and Charges** Totals	1	$22,120.00
		Program **200000 - Main** Totals	17	$27,857.00
		Department **20 - Street** Totals	17	$27,857.00
		Fund **451 - Motor Vehicle Highway(S0708)** Totals	17	$27,857.00
Fund **452 - Parking Facilities(S9502)**				
Department **26 - Parking**				
Program **260000 - Main**				
Account **52110 - Office Supplies**				
9523 - Freedom Business Solutions, LLC	26-Pkg Garages-toner for printers	08/29/2017	09/08/2017	196.00
5103 - Staples Contract & Commercial, INC	26-Pkg Garages-paper clips	08/29/2017	09/08/2017	1.26
		Account **52110 - Office Supplies** Totals	2	$197.26
Account **52310 - Building Materials and Supplies**				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-tubing for AC units	08/29/2017	09/08/2017	2.25
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-paint pan, cover, paint tape	08/29/2017	09/08/2017	14.85
4443 - The Sherwin Williams Company	26-Pkg Garages-paint for EV Station area	08/29/2017	09/08/2017	281.49
		Account **52310 - Building Materials and Supplies** Totals	3	$298.59
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-summary electric bill-bill date081517	08/29/2017	09/08/2017	4,794.52
		Account **53510 - Electrical Services** Totals	1	$4,794.52
Account **53610 - Building Repairs**				
3560 - First Financial Bank / Credit Cards	26-square cc processing	08/29/2017	09/08/2017	78.00
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-duct tape, drill bit set	08/29/2017	09/08/2017	9.48
53005 - Menards, INC	26-Pkg Garages-replaced AC units at garages	08/29/2017	09/08/2017	720.45
		Account **53610 - Building Repairs** Totals	3	$807.93
Account **53650 - Other Repairs**				
3909 - Applied Engineering Services, INC	26-4th St Garage-CAD plans for electrical design BC2017-44	08/29/2017	09/08/2017	9,610.00
		Account **53650 - Other Repairs** Totals	1	$9,610.00
Account **54420 - Purchase of Equipment**				
5966 - Multicraft Electric, LLC	26-Morton/Walnut St. Garages-install electrical for EV stations BC2017-39B	08/29/2017	09/08/2017	12,600.00
		Account **54420 - Purchase of Equipment** Totals	1	$12,600.00
		Program **260000 - Main** Totals	11	$28,308.30
		Department **26 - Parking** Totals	11	$28,308.30
		Fund **452 - Parking Facilities(S9502)** Totals	11	$28,308.30
Fund **454 - Alternative Transport(S6301)**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **43170.0001 - Residential Neighborhood Permits Zone # 1**				
Anna Czerniak	14-Czerniak-refund Zone 1 Visitor Permit-ZV18152-not eligible	08/29/2017	09/08/2017	25.00
Chloe Dufour	14-Dufour-refund Zone 1 permit-Z123589-not eligible for permit	08/29/2017	09/08/2017	25.00
Holly Stocking	14-Stocking-refund for Zone 1 permit Z123619-car taken to junk y	08/29/2017	09/08/2017	25.00
		Account **43170.0001 - Residential Neighborhood Permits Zone # 1** Totals	3	$75.00
Account **52420 - Other Supplies**				

4397 - A & D Cycling Enterprises, LLC (Revolution Bike)	26-2 lights for Parking bikes	08/29/2017	09/08/2017	19.00
	Account **52420 - Other Supplies** Totals		1	$19.00
Account **53110 - Engineering and Architectural**				
5609 - Aecom Technical Services	13-Ped Safety/Accessibility @ Signalized Inters.-7/1-7/28/17 BC2017-55	08/29/2017	09/08/2017	1,118.00
	Account **53110 - Engineering and Architectural** Totals		1	$1,118.00
Account **54310 - Improvements Other Than Building**				
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pike SW/ Ped Crossing-Design-serv thru 6/30/17 BC2016-68	08/29/2017	09/08/2017	1,151.70
5637 - Shrewsberry & Associates, LLC	13-10th Street SW Proj.-serv. thru 7/29/17 BC2017-25	08/29/2017	09/08/2017	4,543.62
	Account **54310 - Improvements Other Than Building** Totals		2	$5,695.32
	Program **020000 - Main** Totals		7	$6,907.32
	Department **02 - Public Works** Totals		7	$6,907.32
	Fund **454 - Alternative Transport(S6301)** Totals		7	$6,907.32
Fund **600 - Cum Cap Improvement (CIG)(S2379)**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
11243 - HD Supply Waterworks, LTD	20-ADA H/C Ramp Plates	08/29/2017	09/08/2017	4,978.60
19278 - Milestone Contractors, LP	20-Grant/Lincoln-surface & patching-255.58 tons-8/10/17-inc. CR BC2017-17	08/29/2017	09/08/2017	10,300.98
	Account **52330 - Street , Alley, and Sewer Material** Totals		2	$15,279.58
	Program **020000 - Main** Totals		2	$15,279.58
	Department **02 - Public Works** Totals		2	$15,279.58
	Fund **600 - Cum Cap Improvement (CIG)(S2379)** Totals		2	$15,279.58
Fund **601 - Cum Cap Development(S2391)**				
Department **02 - Public Works**				
Program **020000 - Main**				
Account **52330 - Street , Alley, and Sewer Material**				
19278 - Milestone Contractors, LP	20-Landmark-surface-19.99 tons-6/20/17 BC2017-17	08/29/2017	09/08/2017	129.53
19278 - Milestone Contractors, LP	20-tack-450.00 gallons-7/10/17 BC2017-17	08/29/2017	09/08/2017	1,575.00
19278 - Milestone Contractors, LP	20-Morton Street-surface-165.18 tons-8/1/17 BC2017-17	08/29/2017	09/08/2017	7,928.64
19278 - Milestone Contractors, LP	20-S. Highland/surface & patching-33.92 tons-8/2/17-inc. mill cr BC2017-17	08/29/2017	09/08/2017	1,465.92
19278 - Milestone Contractors, LP	20-Highland-surface-15.92 tons-8/3/17 BC2017-17	08/29/2017	09/08/2017	764.16
19278 - Milestone Contractors, LP	20-8th Street-surface-68.71 tons-8/7/17-inc. mill CR BC2017-17	08/29/2017	09/08/2017	1,215.06
19278 - Milestone Contractors, LP	20-8th Street-surface & patching-46.04 tons-8/8/17-inc. CR BC2017-17	08/29/2017	09/08/2017	1,394.52
19278 - Milestone Contractors, LP	20-Surface-patching-2.07 tons-8/9/17 BC2017-17	08/29/2017	09/08/2017	99.36
	Account **52330 - Street , Alley, and Sewer Material** Totals		8	$14,572.19
Account **53990 - Other Services and Charges**				
19278 - Milestone Contractors, LP	20-Maxwell Ln/1st St/8th & Grant-milling services 8/2-8/4/17 BC2017-17	08/29/2017	09/08/2017	21,900.00
	Account **53990 - Other Services and Charges** Totals		1	$21,900.00
Account **54110 - Land Purchase**				
Bloomington Country Club, INC	13-Tapp Road & Rockport Road ROW Parcel 3	08/29/2017	09/08/2017	34,150.00
Nicholas Carr	13-ROW Tapp & Rockport Parcel 12	08/29/2017	09/08/2017	2,256.00
Derek Staggs	13-Tapp Road & Rockport ROW Parcel 8	08/29/2017	09/08/2017	892.50
Hugh D Uhls	13-Personal Property Move Only Parcel 18-Project 0901730	08/29/2017	09/08/2017	600.00
N.Carr 0432590685 Wells Fargo Home Mortgage	13-Tapp Road & Rockport Rd ROW Parcel 12	08/29/2017	09/08/2017	1,199.00
Heather Williams	13-Tapp Road & Rockport ROW, Parcel 8	08/29/2017	09/08/2017	892.50

		Account **54110 - Land Purchase** Totals	6	$39,990.00
Account **54310 - Improvements Other Than Building**				
19362 - CrossRoad Engineers, PC	13-Old SR 37/Dunn Curve Correc.-Insp. Serv. 7/8-8/4/17 BC2017-14	08/29/2017	09/08/2017	907.24
		Account **54310 - Improvements Other Than Building** Totals	1	$907.24
Account **54510 - Other Capital Outlays**				
18844 - First Financial Bank, N.A.	20-2017 Pavement Markings Contract-Escrow-period ending 7/20/17	08/29/2017	09/08/2017	1,249.05
3662 - Indiana Traffic Services, LLC	20-2017 Pavement Markings Contract-period ending 7/20/17 BC2017-40	08/29/2017	09/08/2017	23,731.82
		Account **54510 - Other Capital Outlays** Totals	2	$24,980.87
		Program **020000 - Main** Totals	18	$102,350.30
		Department **02 - Public Works** Totals	18	$102,350.30
		Fund **601 - Cum Cap Development(S2391)** Totals	18	$102,350.30
Fund **730 - Solid Waste (S6401)**				
Department **16 - Sanitation**				
Program **160000 - Main**				
Account **52230 - Garage and Motor Supplies**				
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-Oil Dry	08/29/2017	09/08/2017	154.00
		Account **52230 - Garage and Motor Supplies** Totals	1	$154.00
Account **52420 - Other Supplies**				
248 - Cosner's Ice Company	16-ice for employees-75 7# bags	08/29/2017	09/08/2017	108.75
		Account **52420 - Other Supplies** Totals	1	$108.75
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-summary electric bill-bill date081517	08/29/2017	09/08/2017	544.45
		Account **53510 - Electrical Services** Totals	1	$544.45
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/16/17	08/29/2017	09/08/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/23/17	08/29/2017	09/08/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-8/23/17	08/29/2017	09/08/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-8/16/17	08/29/2017	09/08/2017	31.87
		Account **53920 - Laundry and Other Sanitation Services** Totals	4	$78.72
		Program **160000 - Main** Totals	7	$885.92
		Department **16 - Sanitation** Totals	7	$885.92
		Fund **730 - Solid Waste (S6401)** Totals	7	$885.92
Fund **800 - Risk Management(S0203)**				
Department **10 - Legal**				
Program **100000 - Main**				
Account **52430 - Uniforms and Tools**				
313 - Fastenal Company	10 Fastenal safety vest INBLM200475	08/29/2017	09/08/2017	49.96
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 341599 Robert Grubb	08/29/2017	09/08/2017	100.00
		Account **52430 - Uniforms and Tools** Totals	2	$149.96
Account **53130 - Medical**				
7639 - Andy L Fluke	10 Fluke CDL medical	08/29/2017	09/08/2017	100.00
2645 - Daniel Sanders	10 Sanders Daniel CDL medical exam	08/29/2017	09/08/2017	95.00
		Account **53130 - Medical** Totals	2	$195.00

		Program **100000 - Main** Totals	4	$344.96
		Department **10 - Legal** Totals	4	$344.96
		Fund **800 - Risk Management(S0203)** Totals	4	$344.96

Fund **801 - Health Insurance Trust**
Department **12 - Human Resources**
Program **120000 - Main**
Account **53990 - Other Services and Charges**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2017	08/29/2017	09/08/2017	1,067.75
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2017	08/29/2017	09/08/2017	1,083.25
		Account **53990 - Other Services and Charges** Totals	2	$2,151.00
		Program **120000 - Main** Totals	2	$2,151.00
		Department **12 - Human Resources** Totals	2	$2,151.00
		Fund **801 - Health Insurance Trust** Totals	2	$2,151.00

Fund **802 - Fleet Maintenance(S9500)**
Department **17 - Fleet Maintenance**
Program **170000 - Main**
Account **47120 - Sale of Property**

323 - Hoosier Times, INC	17 - Legal Advertisment for Auction	08/29/2017	09/08/2017	154.00
		Account **47120 - Sale of Property** Totals	1	$154.00

Account **52230 - Garage and Motor Supplies**

4693 - Monroe County Tire & Supply, INC	17-tires-replacement wheel stud	08/29/2017	09/08/2017	10.00
4693 - Monroe County Tire & Supply, INC	17-tires-Carlisle 3-rib F2 6PLY TT, radial tubes TR13	08/29/2017	09/08/2017	680.50
4693 - Monroe County Tire & Supply, INC	17-TIRES	08/29/2017	09/08/2017	150.50
4693 - Monroe County Tire & Supply, INC	17-TIRES	08/29/2017	09/08/2017	1,024.40
4693 - Monroe County Tire & Supply, INC	17-TIRES	08/29/2017	09/08/2017	761.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	08/29/2017	09/08/2017	403.50
4693 - Monroe County Tire & Supply, INC	17-tires-225/70R19.5-Goodyear 8647 RSS 14 PLY	08/29/2017	09/08/2017	598.50
4693 - Monroe County Tire & Supply, INC	17-tires-LT245/75R17 6' Year Wrangler at ADV 10P Blk	08/29/2017	09/08/2017	634.88
4693 - Monroe County Tire & Supply, INC	17-tires-LT265/70R17-6' Year Wrangler at ADV 10P Owl	08/29/2017	09/08/2017	352.26
		Account **52230 - Garage and Motor Supplies** Totals	9	$4,615.54

Account **52240 - Fuel and Oil**

349 - White River Cooperative, INC	17-Diesel fuel-B-20 PDX4ON-7,235 gallons	08/29/2017	09/08/2017	15,950.28
		Account **52240 - Fuel and Oil** Totals	1	$15,950.28

Account **52310 - Building Materials and Supplies**

1537 - Indiana Door & Hardware Specialties, INC	19-Fleet Maint-Yale grade 2 comm. lock to accept owners IC core	08/29/2017	09/08/2017	98.00
		Account **52310 - Building Materials and Supplies** Totals	1	$98.00

Account **52320 - Motor Vehicle Repair**

4135 - Andy Mohr Truck Center	17-#674- RIGHT SIDE FUEL TANK, STRAPS, INSULATORS	08/29/2017	09/08/2017	1,027.57
4135 - Andy Mohr Truck Center	17-#674- TORQUE ROD	08/29/2017	09/08/2017	239.76
4135 - Andy Mohr Truck Center	17-#4741 EXHAUST PARTS	08/29/2017	09/08/2017	628.36
409 - Black Lumber Co INC	17-MISC HARDWARE/SHOP-hose, connector	08/29/2017	09/08/2017	83.92
409 - Black Lumber Co INC	17-metal grind wheel	08/29/2017	09/08/2017	8.97
409 - Black Lumber Co INC	17-wasp and hornet killer	08/29/2017	09/08/2017	4.98
244 - Bloomington Ford, INC	17-#486-HVAC CONTROL SWITCH	08/29/2017	09/08/2017	165.70

244 - Bloomington Ford, INC	17-#637 DRAIN PLUG	08/29/2017	09/08/2017	5.45
4335 - Circle Distributing, INC	17-MISC PARTS-brake pads	08/29/2017	09/08/2017	63.87
4335 - Circle Distributing, INC	17-MISC PARTS	08/29/2017	09/08/2017	87.96
4335 - Circle Distributing, INC	17-MISC PARTS	08/29/2017	09/08/2017	378.00
4335 - Circle Distributing, INC	17-MISC PARTS	08/29/2017	09/08/2017	79.16
4335 - Circle Distributing, INC	17-CORE CREDIT (14791)	08/29/2017	09/08/2017	(30.00)
4335 - Circle Distributing, INC	17-MISC PARTS	08/29/2017	09/08/2017	145.02
4335 - Circle Distributing, INC	17-MISC PARTS	08/29/2017	09/08/2017	91.93
4335 - Circle Distributing, INC	17-MISC PARTS	08/29/2017	09/08/2017	117.55
4335 - Circle Distributing, INC	17-A/C switch, pigtail	08/29/2017	09/08/2017	90.20
4335 - Circle Distributing, INC	17-misc. stock-MCB BRRF318/MCBBRRF202	08/29/2017	09/08/2017	290.04
4335 - Circle Distributing, INC	17-misc parts-FMC VC3B Part 192/SKID	08/29/2017	09/08/2017	105.60
5792 - Clark Truck Equipment Co., INC	17-#630-HING PIN AND ASSY	08/29/2017	09/08/2017	274.36
594 - Curry Auto Center, INC	17-#4131 -N-Bar	08/29/2017	09/08/2017	182.71
594 - Curry Auto Center, INC	17-#4131- rear bumper and brackets	08/29/2017	09/08/2017	340.90
594 - Curry Auto Center, INC	17-#406 TAILGATE HANDLE AND HARDWARE	08/29/2017	09/08/2017	73.82
11545 - Ferrara Fire Apparatus, INC	17-#335-STRIKER, LATCH AND CONTROL	08/29/2017	09/08/2017	423.28
11545 - Ferrara Fire Apparatus, INC	17-#340- CIRCUIT BREAKER	08/29/2017	09/08/2017	130.17
455 - Industrial Service & Supply, INC	17-#946- FITTINGS AND HYD HOSE	08/29/2017	09/08/2017	88.75
455 - Industrial Service & Supply, INC	17-HYD HOSE AND FITTINGS	08/29/2017	09/08/2017	221.54
455 - Industrial Service & Supply, INC	17-HYD HOSE AND FITTINGS	08/29/2017	09/08/2017	122.73
455 - Industrial Service & Supply, INC	17-HYD HOSE AND FITTINGS	08/29/2017	09/08/2017	194.30
455 - Industrial Service & Supply, INC	17-female ORB adapter	08/29/2017	09/08/2017	6.53
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	08/29/2017	09/08/2017	171.29
796 - Interstate Battery System of Bloomington, INC	17-batteries-31P-MHD	08/29/2017	09/08/2017	98.03
8181 - Lawson Products, INC	17-misc. parts-ty-rap, hex cap screws, cable ties, bolts	08/29/2017	09/08/2017	104.72
6095 - Old Dominion Brush Company, INC	17-#481 TACHOMETER, HOUR METER, CIRCUIT BOARD	08/29/2017	09/08/2017	415.69
6095 - Old Dominion Brush Company, INC	17-STOCK PARTS FOR LEAFERS	08/29/2017	09/08/2017	2,986.98
786 - Richard's Small Engine, INC	17-#609-FUEL FILTER	08/29/2017	09/08/2017	12.85
4845 - RPM Machinery, LLC	17-#698-COCOA MAT AND WATER CAP	08/29/2017	09/08/2017	127.69
54351 - Sternberg, INC	17-#428-QUICK CONNECT FITTINGS	08/29/2017	09/08/2017	30.91
54351 - Sternberg, INC	17-#608 & #617- COOLANT ADDITIVE	08/29/2017	09/08/2017	20.40
54351 - Sternberg, INC	17 - #429 tank supports, muffler shield, and tank cables	08/29/2017	09/08/2017	968.70
4398 - TruckPro Holding Corporation	17-stock strobe lights	08/29/2017	09/08/2017	239.57
4977 - Viking-Cives Midwest, INC	17-#486- SPINNER MOTOR	08/29/2017	09/08/2017	163.71
2096 - West Side Tractor Sales Co.	17-#782- WORK LIGHTS	08/29/2017	09/08/2017	327.19
2096 - West Side Tractor Sales Co.	17-#664-FILTERS	08/29/2017	09/08/2017	61.00
2096 - West Side Tractor Sales Co.	17-#608-STOCK FILTERS, OIL SCAN KITS	08/29/2017	09/08/2017	304.46
2096 - West Side Tractor Sales Co.	17-#735/730- FILTERS	08/29/2017	09/08/2017	133.72
2096 - West Side Tractor Sales Co.	17-#608 BELT	08/29/2017	09/08/2017	49.56
2096 - West Side Tractor Sales Co.	17-#670 REAR WINDOW	08/29/2017	09/08/2017	263.79
		Account **52320 - Motor Vehicle Repair** Totals	48	$12,123.39

Account **52420 - Other Supplies**

177 - Indiana Oxygen Co	17 - GASES AND WELDING-acetylene, mix gases, oxygen	08/29/2017	09/08/2017	7.75
177 - Indiana Oxygen Co	17-welding supplies-2X 30" blue JKT with LTH SLVS	08/29/2017	09/08/2017	78.26
5103 - Staples Contract & Commercial, INC	17-office chair, chairmat	08/29/2017	09/08/2017	218.38
5103 - Staples Contract & Commercial, INC	17-pens	08/29/2017	09/08/2017	8.80
		Account **52420 - Other Supplies** Totals	4	$313.19
Account **53130 - Medical**				
231 - Indiana University Health Bloomington, INC	17-M. Sciscoe-Vaccine Hep B Adult, IM	08/29/2017	09/08/2017	93.00
		Account **53130 - Medical** Totals	1	$93.00
Account **53510 - Electrical Services**				
223 - Duke Energy	19-CH/Off site facilities-summary electric bill-bill date081517	08/29/2017	09/08/2017	811.40
		Account **53510 - Electrical Services** Totals	1	$811.40
Account **53610 - Building Repairs**				
392 - Koorsen Fire & Security, INC	19-Fleet Maint-monitoring-intrusion only-8/1-10/31/17	08/29/2017	09/08/2017	84.34
		Account **53610 - Building Repairs** Totals	1	$84.34
Account **53620 - Motor Repairs**				
51834 - BFS Retail Operations, LLC (Firestone)	17-alignment-2002 Chevy Silverado 2500 HD Base	08/29/2017	09/08/2017	49.99
4046 - Heritage-Crystal Clean, INC	17-solvent for parts washer	08/29/2017	09/08/2017	427.18
		Account **53620 - Motor Repairs** Totals	2	$477.17
Account **53920 - Laundry and Other Sanitation Services**				
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-8/16/17	08/29/2017	09/08/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-8/23/17	08/29/2017	09/08/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-8/23/17	08/29/2017	09/08/2017	66.61
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services-8/16/17	08/29/2017	09/08/2017	65.31
		Account **53920 - Laundry and Other Sanitation Services** Totals	4	$158.56
		Program **170000 - Main** Totals	73	$34,878.87
		Department **17 - Fleet Maintenance** Totals	73	$34,878.87
		Fund **802 - Fleet Maintenance(S9500)** Totals	73	$34,878.87
Fund **804 - Insurance Voluntary Trust**				
Department **12 - Human Resources**				
Program **120000 - Main**				
Account **53990.1271 - Other Services and Charges Section 125 - URM- City**				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/29/2017	08/29/2017	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	08/29/2017	08/29/2017	807.40
		Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals	2	$857.40
		Program **120000 - Main** Totals	2	$857.40
		Department **12 - Human Resources** Totals	2	$857.40
		Fund **804 - Insurance Voluntary Trust** Totals	2	$857.40
Fund **978 - City 2016 GO Bond Proceeds**				
Department **06 - Controller's Office**				

Program **06016D - 2016 D Multi Use Paths**
Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Henderson St Sidepath-Inv. date 8/11/17	08/29/2017	09/08/2017	14,907.00
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Rogers Rd. Sidepath-Inv. date 8/11/17	08/29/2017	09/08/2017	31,982.25
7059 - Eagle Ridge Civil Engineering Services, LLC	13-Winslow Ave Sidepath-Inv. date 8/11/17	08/29/2017	09/08/2017	10,022.40

Account **54310 - Improvements Other Than Building** Totals	3	$56,911.65
Program **06016D - 2016 D Multi Use Paths** Totals	3	$56,911.65
Department **06 - Controller's Office** Totals	3	$56,911.65
Fund **978 - City 2016 GO Bond Proceeds** Totals	3	$56,911.65
	240	$340,965.11

Board of Public Works Claim Register

Invoice Date Range 08/23/17 - 08/25/17
Special Utility Batch

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund (S0101)**										
Department **01 - Animal Shelter**										
Program **010000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	PWDIVX08192017	02-PW Divisions-cell phone charges 7/12-	Paid by Check # 66094		08/23/2017	08/23/2017	08/23/2017		08/23/2017	120.59
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$120.59
				Program **010000 - Main** Totals				Invoice Transactions 1		$120.59
				Department **01 - Animal Shelter** Totals				Invoice Transactions 1		$120.59
Department **12 - Human Resources**										
Program **120000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	HRX08192017	12-cell phone charges 7/12-8/11/17	Paid by Check # 66088		08/23/2017	08/23/2017	08/23/2017		08/23/2017	26.19
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$26.19
				Program **120000 - Main** Totals				Invoice Transactions 1		$26.19
				Department **12 - Human Resources** Totals				Invoice Transactions 1		$26.19
Department **13 - Planning**										
Program **130000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	P&TX08192017	13-cell phone charges 7/12-8/11/17	Paid by Check # 66092		08/23/2017	08/23/2017	08/23/2017		08/23/2017	240.06
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$240.06
				Program **130000 - Main** Totals				Invoice Transactions 1		$240.06
				Department **13 - Planning** Totals				Invoice Transactions 1		$240.06
Department **19 - Facilities Maintenance**										
Program **190000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	PWDIVX08192017	02-PW Divisions-cell phone charges 7/12-	Paid by Check # 66094		08/23/2017	08/23/2017	08/23/2017		08/23/2017	183.28
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$183.28
				Program **190000 - Main** Totals				Invoice Transactions 1		$183.28
				Department **19 - Facilities Maintenance** Totals				Invoice Transactions 1		$183.28
Department **28 - ITS**										
Program **280000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	ITSX08192017	28-cell phone charges-7/12-8/11/17	Paid by Check # 66089		08/23/2017	08/23/2017	08/23/2017		08/23/2017	678.62
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$678.62
				Program **280000 - Main** Totals				Invoice Transactions 1		$678.62
				Department **28 - ITS** Totals				Invoice Transactions 1		$678.62
				Fund **101 - General Fund (S0101)** Totals				Invoice Transactions 5		$1,248.74
Fund **401 - Non-Reverting Telecom (S1146)**										
Department **25 - Telecommunications**										
Program **256000 - Services**										
Account **53150 - Communications Contract**										
4170 - Comcast Cable Communications, INC	3550NKNSR80317	28-3550 N Kinser Pk-business internet-8/16-	Paid by Check # 66099		08/23/2017	08/23/2017	08/23/2017		08/23/2017	104.85
4170 - Comcast Cable Communications, INC	401NMRTN81817	28-401 N Morton Street-business Internet 9/1-	Paid by Check # 66098		08/23/2017	08/23/2017	08/23/2017		08/23/2017	149.85
				Account **53150 - Communications Contract** Totals				Invoice Transactions 2		$254.70
				Program **256000 - Services** Totals				Invoice Transactions 2		$254.70
				Department **25 - Telecommunications** Totals				Invoice Transactions 2		$254.70
				Fund **401 - Non-Reverting Telecom (S1146)** Totals				Invoice Transactions 2		$254.70
Fund **450 - Local Road and Street(S0706)**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53520 - Street Lights / Traffic Signals**										
223 - Duke Energy	TRFSIGSUM8/17	20-Traffic Signal Summary electric billing-	Paid by Check # 66100		08/23/2017	08/23/2017	08/23/2017		08/23/2017	2,828.67
				Account **53520 - Street Lights / Traffic Signals** Totals				Invoice Transactions 1		$2,828.67
				Program **200000 - Main** Totals				Invoice Transactions 1		$2,828.67
				Department **20 - Street** Totals				Invoice Transactions 1		$2,828.67
				Fund **450 - Local Road and Street(S0706)** Totals				Invoice Transactions 1		$2,828.67
Fund **451 - Motor Vehicle Highway(S0708)**										
Department **20 - Street**										
Program **200000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	PWDIVX08192017	02-PW Divisions-cell phone charges 7/12-	Paid by Check # 66094		08/23/2017	08/23/2017	08/23/2017		08/23/2017	184.44
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$184.44
				Program **200000 - Main** Totals				Invoice Transactions 1		$184.44
				Department **20 - Street** Totals				Invoice Transactions 1		$184.44
				Fund **451 - Motor Vehicle Highway(S0708)** Totals				Invoice Transactions 1		$184.44
Fund **452 - Parking Facilities(S9502)**										
Department **26 - Parking**										
Program **260000 - Main**										
Account **53210 - Telephone**										
13969 - AT&T Mobility II, LLC	PKGENFX08192017	26-Pkg Enf. Officers-cell phone charges 7/12-	Paid by Check # 66093		08/23/2017	08/23/2017	08/23/2017		08/23/2017	46.11
13969 - AT&T Mobility II, LLC	PKGGARX08192017	26-Parking Garages-cell phone charges 7/12-	Paid by Check # 66090		08/23/2017	08/23/2017	08/23/2017		08/23/2017	132.78
				Account **53210 - Telephone** Totals				Invoice Transactions 2		$178.89
				Program **260000 - Main** Totals				Invoice Transactions 2		$178.89
				Department **26 - Parking** Totals				Invoice Transactions 2		$178.89

				Fund **452 - Parking Facilities(S9502)** Totals		Invoice Transactions 2		$178.89
Fund **454 - Alternative Transport(S6301)** Department **02 - Public Works** Program **020000 - Main** Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	PKGENFX08192017	26-Pkg Enf. Officers-cell phone charges 7/12-	Paid by Check # 66093	08/23/2017	08/23/2017	08/23/2017	08/23/2017	92.22
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$92.22
				Program **020000 - Main** Totals		Invoice Transactions 1		$92.22
				Department **02 - Public Works** Totals		Invoice Transactions 1		$92.22
				Fund **454 - Alternative Transport(S6301)** Totals		Invoice Transactions 1		$92.22
Fund **730 - Solid Waste (S6401)** Department **16 - Sanitation** Program **160000 - Main** Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	PWDIVX08192017	02-PW Divisions-cell phone charges 7/12-	Paid by Check # 66094	08/23/2017	08/23/2017	08/23/2017	08/23/2017	72.30
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$72.30
				Program **160000 - Main** Totals		Invoice Transactions 1		$72.30
				Department **16 - Sanitation** Totals		Invoice Transactions 1		$72.30
				Fund **730 - Solid Waste (S6401)** Totals		Invoice Transactions 1		$72.30
Fund **800 - Risk Management(S0203)** Department **10 - Legal** Program **100000 - Main** Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	RISKX08192017	10-cell phone charges B. Wilson-7/12-8/11/17	Paid by Check # 66095	08/23/2017	08/23/2017	08/23/2017	08/23/2017	382.45
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$382.45
				Program **100000 - Main** Totals		Invoice Transactions 1		$382.45
				Department **10 - Legal** Totals		Invoice Transactions 1		$382.45
				Fund **800 - Risk Management(S0203)** Totals		Invoice Transactions 1		$382.45
Fund **802 - Fleet Maintenance(S9500)** Department **17 - Fleet Maintenance** Program **170000 - Main** Account **53210 - Telephone**								
13969 - AT&T Mobility II, LLC	PWDIVX08192017	02-PW Divisions-cell phone charges 7/12-	Paid by Check # 66094	08/23/2017	08/23/2017	08/23/2017	08/23/2017	19.55
				Account **53210 - Telephone** Totals		Invoice Transactions 1		$19.55
				Program **170000 - Main** Totals		Invoice Transactions 1		$19.55
				Department **17 - Fleet Maintenance** Totals		Invoice Transactions 1		$19.55
				Fund **802 - Fleet Maintenance(S9500)** Totals		Invoice Transactions 1		$19.55
Fund **978 - City 2016 GO Bond Proceeds** Department **06 - Controller's Office** Program **06016G - 2016 G Sanitation Carts** Account **54510 - Other Capital Outlays**								
13969 - AT&T Mobility II, LLC	PWDIVX08192017	02-PW Divisions-cell phone charges 7/12-	Paid by Check # 66094	08/23/2017	08/23/2017	08/23/2017	08/23/2017	199.99
				Account **54510 - Other Capital Outlays** Totals		Invoice Transactions 1		$199.99
				Program **06016G - 2016 G Sanitation Carts** Totals		Invoice Transactions 1		$199.99
				Department **06 - Controller's Office** Totals		Invoice Transactions 1		$199.99
				Fund **978 - City 2016 GO Bond Proceeds** Totals		Invoice Transactions 1		$199.99
				Grand Totals		Invoice Transactions 16		$5,461.95

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
9/8/2017	Claims				340,965.11
8/25/2017	Sp Utility Cks				5,461.95
	Woodlawn Ave				
					346,427.06

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 **$ 346,427.06**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____