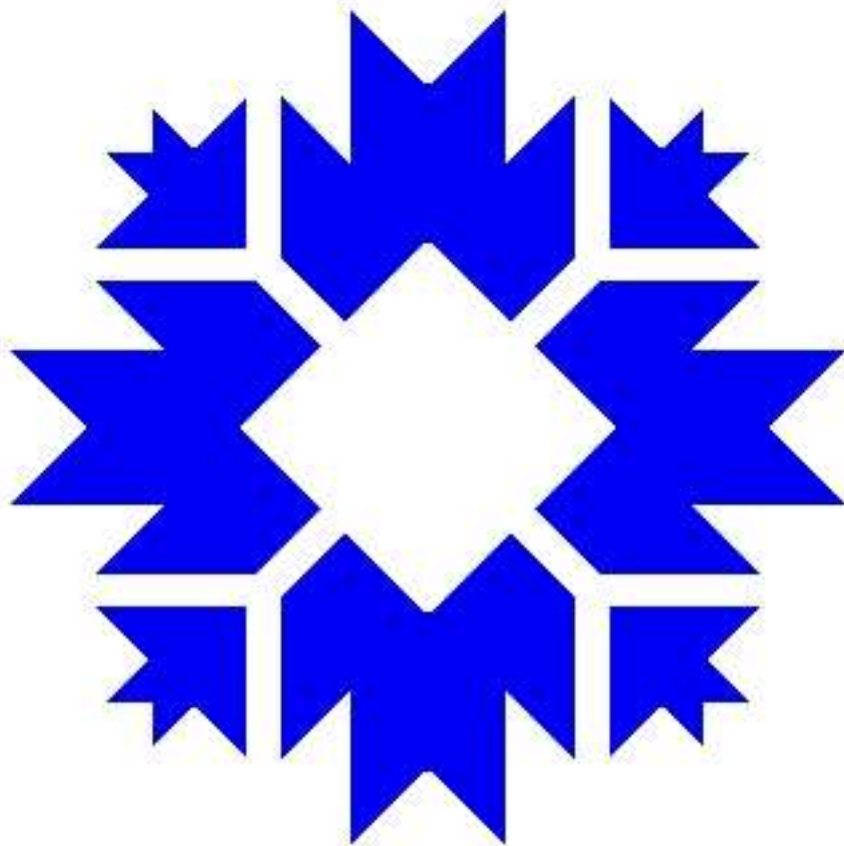


Board of Public Works Meeting

September 19, 2017



**REVISED AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, September 19, 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. TITLE VI ENFORCEMENT

1. Permission to Abate Property at 1426 W. 15th St.
2. Permission to Abate Vacant Lot at W. 11th St. and N. Summit St.

IV. CONSENT AGENDA

1. Approval of Minutes-September 5, 2017
2. Approve Extension of the Request from Indiana University to Temporarily Close the Southeast Corner of E. 7th St. and N. Indiana Ave.
3. Approve Memorandum of Understanding with Monroe County Government to Temporarily Close Sidewalk on N. College Ave.
4. Resolution 2017-83: Use of City Streets for Indiana University Homecoming Parade (Friday, 10/13)
5. Resolution 2017-84: Use of Metered Parking for First Friday at The Fell (Friday, 11/3)
6. Request for Noise Permit for Harmony School Extravaganza (Saturday, 9/23)
7. Request for Noise Permit for Oktoberfest (Sunday, 10/1)
8. Request for Noise Permit for Taste of East Africa (Saturday, 10/7)
9. Approval of Payroll Register

V. NEW BUSINESS

1. Approve Jackson Creek Trail INDOT-LPA Project Coordination Contract
2. Approve Change Order #1 for Downtown Curb Ramp Construction
3. Approve Change Order #2 for Downtown Curb Ramp Construction
4. Approve Change Order #3 for Downtown Curb Ramp Construction
5. Approve Design Contract Amendment 2 for Preliminary Engineering Services with Shrewsberry and Associates for the 10th Street Sidewalk Project
6. Approve Pedestrian Safety and Accessibility at Signalized Intersections Project LPA-Consulting Contract with HWC Engineering
7. Approve B-Line Extension INDOT-LPA Project Coordination Contract
8. Approve Crosswalk Improvements INDOT-LPA Project Coordination Contract
9. Approve Agreement with Ankriss for the 4th St. Parking Garage Skywalk Renovation Project
10. Approve Contract with Ankriss for City Hall Atrium Wall Refurbishment 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.



Board of Public Works Staff Report

Project/Event: Title VI Abatement, 1426 W. 15th Street
Petitioner/Representative: Housing & Neighborhood Development
Staff Representative: Jo Stong
Date: September 19, 2017

Report: Request permission to abate the above property for overgrowth of grass and weeds.

Recommendation and Supporting Justification: Citations, photo

Recommend ☒ **Approval** ☐ **Denial by:** *Jo Stong*



City of Bloomington
Housing and Neighborhood Development

On 8/18/17, 8/31/17, and 9/14/17 Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

_____ 6.04.070 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.

_____ 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

X 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 1426 W. 15th Street 47404
The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 9.19.17 Abatement Approved: (Y/N)

Property Owner: DTH REO Inc.

Address: P.O. Box 5396

Austin, Tx 78763

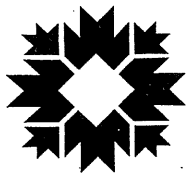
Is this a rental? (Y/N) Vacant

Agent: _____

Address: _____

Parcel Number: 53-05-32-201-125.024-005

Legal Description: 013-20220-24 Forest Homes Part Lots 24825



Notice of Violation

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

Date 8/18/17 Time 12:15 Address/location 1426 W 15th St

Issued by: 223 04

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

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

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

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

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

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

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

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☒ Warning (No fine due at this time) Ticket# 38403

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

Comments: Please cut all over growth on the property.

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

Owner Name DTH REO INC
Address P.O. Box 5396
City Austin State TX
Zip Code 78763

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

BPW: _____

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



Notice of Violation

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

Date 8-31-17 Time 10:03A Address/location 1426 W. 15th 47403

Issued by: 230

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

☐ **Fine Due: \$15.00**

☐ **Warning (No fine due at this time)**

Ticket# _____

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

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

☐ **Fine Due: \$50**

☐ **\$100**

☐ **\$150**

☐ **Warning (No fine due at this time)**

Ticket# _____

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

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

☒ **Fine Due: \$50**

☐ **\$100**

☐ **\$150**

☐ **Warning (No fine due at this time)**

Ticket# 38499

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

Comments: Cut the overgrowth. Warning issued 8-18-17.
Property will go to Board of Public Works for permission to abate.

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

Owner Name DTH REO Inc.

Address P.O. Box 5396

City Austin

State TX

Zip Code 78763

Agent Name _____

Address _____

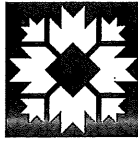
City _____

State _____

Zip Code _____

BPW: X 9-19-17

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



**City of Bloomington
Housing and Neighborhood Development**

BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the HAND department will seek authority from the Board of Public Works to enter the property and remedy the violation. You may appear at the Board of Public Works hearing to speak on the matter. If the Board of Public Works authorizes the HAND department to remedy the violation, the costs of that remediation will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

The HAND department will seek Board of Public Works authorization for remediation of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, September 19, 2017.**

Fines are not appealed at this meeting, only abatement.



Notice of Violation

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

Date 9.14.17 Time 9:30A Address/location 1426 W 15th 47404

Issued by: 230

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket# _____

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

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

☒ Fine Due: ☐\$50 ☒\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket# _____

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

Comments: By Cut the overgrowth. Property going to
Board of Public Works 9.19.17 for
permission to abate.

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

Owner Name DTH-REO, Inc.
Address P.O. Box 5396
City Austin State TX
Zip Code 78763

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

BPW: _____

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



8-31-17 JS



Board of Public Works Staff Report

Project/Event: Title VI Abatement, Vacant Lot, Parcel #53-05-32-207-045.000-005, Legal Description 013-49800-00 J N Alexander Lot 28 (near southwest corner of 11th and Summit Streets).

Title Petitioner/Representative: Housing & Neighborhood Development

Staff Representative: Jo Stong

Date: September 19, 2017

Report: Requesting permission to abate the above property for both weeds and trash.

Recommendation and Supporting Justification: Photos, citations

Recommend ☒ **Approval** ☐ **Denial by:** *Jo Stong*



City of Bloomington
Housing and Neighborhood Development

On 8/21/17, 8/31/17, 9/14/17, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

 6.04.070 - Containers, bags and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such refuse, yard waste or recycling is to be collected and it shall be removed from the street or sidewalk on the same day as the collection is made.

X 6.06.020 - It is unlawful for any person to throw, place, or scatter any garbage, rubbish, trash, or other refuse over or upon any premises, street, alley, either public or private, or to suffer or permit any garbage, rubbish, trash or other refuse to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.

X 6.06.050 - It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of eight inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

This ticket was issued to the property located at 11th / N-Summit (vacant lot). The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 9.19.2017 Abatement Approved: (Y/N)

Property Owner: Universal Life Church

Address: 990 S. Twinleaf Trace
Bloomington IN 47401

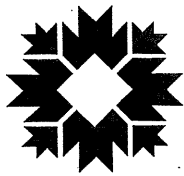
Is this a rental? (Y/N)

Agent:

Address:

Parcel Number: 53-05-32-267-045.000-005

Legal Description: 013-49800-00 JN Alexander Lot 20



Notice of Violation

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

Date 8/21/17 Time 4 pm Address/location Parcel # 53-05-32-207-045.000-005
(Vacant lot) N SUMMIT
Issued by: 223

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

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

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

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

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150 ☒ Warning (No fine due at this time) Ticket# 38416

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

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

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

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

Comments: Please remove all accumulated items along Summit St.
Properly discard or store out of view of public right of way. Remove
any brush accumulated along the roadside as well.

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

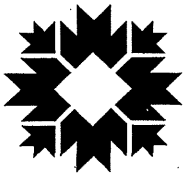
Owner Name Universal Life Church
Address 990 S Twin leaf Tree
City Bloomington State IN
Zip Code 47401

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

BPW: _____

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





Notice of Violation

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

Date 8-31-17 Time 10:15 A Address/location Parcel # 53-05-32-207-045.000-005

Issued by: 230

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

☒ Fine Due: ☒ \$50 ☐ \$100 ☐ \$150 ☐ Warning (No fine due at this time) Ticket# 38495

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

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

☐ Fine Due: ☐ \$50 ☐ \$100 ☐ \$150 ☒ Warning (No fine due at this time) Ticket# 38496

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

Comments: - Remove all debris from property. Tires, tarps, shopping cart, bedside commode, lumber, etc. Warning issued (8-21-17)
- Cut the overgrowth. Property will go to Board of Public Works for permission to abate

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

Owner Name Universal Life Church
Address 990 S. Twinleaf Trace
City Bloomington State IN
Zip Code 47404

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

BPW: X 9-19-17

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



**City of Bloomington
Housing and Neighborhood Development**

BOARD OF PUBLIC WORKS MEETING

If the ordinance violation(s) noted on the attached ticket is not remedied, the HAND department will seek authority from the Board of Public Works to enter the property and remedy the violation. You may appear at the Board of Public Works hearing to speak on the matter. If the Board of Public Works authorizes the HAND department to remedy the violation, the costs of that remediation will be assessed as a lien against your property, and will be recovered through procedures provided for by Indiana statute.

The HAND department will seek Board of Public Works authorization for remediation of this violation at the meeting to be held at **5:30 P.M. in the Council Chamber of City Hall, 401 N. Morton Street, Bloomington, Indiana 47404** on the following date: **Tuesday, September 19, 2017.**

Fines are not appealed at this meeting, only abatement.



Notice of Violation

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

Date 9.14.17 Time 9:25A Address/location 53-05-32-207-045.000-005

Issued by: 230

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

☒ Fine Due: ☐\$50 ☒\$100 ☐\$150

☐ Warning (No fine due at this time)

Ticket# _____

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

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

☐ Fine Due: ☐\$50 ☐\$100 ☐\$150

☒ Warning (No fine due at this time)

Ticket# _____

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

Comments: Remove all trash & debris from property. Tires, Taps, shopping cart, bedside commode, Humber, etc. Cut overgrown property going to Bldg on 9.17 for permission to Abate

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

Owner Name	<u>Universal Life Church</u>		
Address	<u>990 S. Twinleaf Trace</u>		
City	<u>Bldg</u>	State	<u>IN</u>
Zip Code	<u>47401</u>		

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

BPW: _____

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



N. SUMMIT
2.14.17
SS



N. Summit 9.14.17 JS

Nr Smart 9.14.17 05





N. Summit 9.14.17 JS

The Board of Public Works meeting was held on Tuesday, September 5, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo

ROLL CALL

City Staff: Daniel Backler – Planning and Transportation
Neil Kopper – Planning and Transportation
Jackie Moore – City Legal
Adam Wason – Public Works
Christina Smith – Public Works
Valerie Hosea – Public Works

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**OPEN SEALED BIDS
AND QUOTES**

Cox Deckard opened the sealed quotes for Interior Renovation of the 4th St. Garage Skywalk. Quotes were received from the following companies:

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

- Ankriss Services: \$86,380.20

Staff will review the quotes and bring a recommendation back to the Board at a subsequent meeting.

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 &

CONSENT AGENDA

Family Picnic at Bryan Park (Sunday, 9/10)

4. Approval of Payroll Register for 9/1/17 in the amount of \$389,280.39

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

NEW BUSINESS

Daniel Backler, with Planning and Transportation, presented the Memorandum of Understanding with Gilliatte General Contractors for Use of Public Right-of-Way for Construction of Cityside. See meeting packet for further details.

Cox Deckard asked if this will impact the sidewalk, alleys, and parking meters.

Backler confirmed. He said it will also impact traffic.

Tom Ritman, with Gilliatte General Contractors, explained traffic interruptions will be intermittent. The parking on Washington would be impacted more than the travel lanes.

Adam Wason, with Public Works, explained that staff reviewed the request and considered the size of the travel lanes. Traffic will still be able to flow.

Ritman explained a pedestrian thoroughfare will be kept open.

Palazzo made a motion to approve the Memorandum of Understanding with Gilliatte General Contractors for Use of Public Right-of-Way for Construction of Cityside. Cox Deckard seconded. The motion passed. Memorandum approved.

Backler presented Resolution 2017-82: Request to Encroach into Public Right-of-Way with Stone Wall at 701 S. Ballantine Rd. See meeting packet for further details.

Cox Deckard asked why the right-of-way differs there.

Approve Memorandum of Understanding with Gilliatte General Contractors for Use of Public Right-of-Way for Construction of Cityside

**Resolution 2017-82:
Request to Encroach into Public Right-of-Way with Stone Wall at 701 S.**

Ballantine Rd.

Wason explained the right-of-way widths vary around the city. Palazzo asked if there are future improvement plans for the sidewalk.

Wason explained future sidewalk improvements will be allowed.

Palazzo made a motion to approve Resolution 2017-82: Request to Encroach into Public Right-of-Way with Stone Wall at 701 S. Ballantine Rd. Cox Deckard seconded. The motion passed. Resolution 2017-82 approved.

Neil Kopper, with Planning and Transportation, presented the Consulting Services Agreement with Bynum Fanyo & Associates, Inc. for the Kinser Pike Sidewalk Improvement Project. See meeting packet for further details.

Palazzo made a motion to approve the Consulting Services Agreement with Bynum Fanyo & Associates, Inc. for the Kinser Pike Sidewalk Improvement Project. Cox Deckard seconded. The motion passed. Contract approved.

Kopper presented the Preliminary Engineering Services Design Contract Amendment 2 with The Etica Group, Inc. for the Mitchell St. Sidewalk Project. See meeting packet for further details.

Cox Deckard asked if the sidewalk will be entirely new.

Kopper confirmed.

Palazzo made a motion to approve the Preliminary Engineering Services Design Contract Amendment 2 with The Etica Group, Inc. for the Mitchell St. Sidewalk Project. Cox Deckard seconded. The motion passed. Contract approved.

Wason provided the following announcements:

- N. Orris Drive Sidewalk: There have been several issues with the sidewalk connecting N. Orris Dr. and W. 14th St. City staff will remove the stairs leading up to it, as it is in such disrepair and not ADA compliant. City staff will also remove the sidewalk there from the cul-de-sac to N. Orris Dr. The

Approve Consulting Services Agreement with Bynum Fanyo & Associates, Inc. for the Kinser Pike Sidewalk Improvement Project

Approve Preliminary Engineering Services Design Contract Amendment 2 with The Etica Group, Inc. for the Mitchell St. Sidewalk Project

STAFF REPORTS & OTHER BUSINESS

residents and property owners have no issues with the staircase removal. They have no issues with the rest of the sidewalk remaining.

- Sanitation Modernization: Carts will begin to be delivered to City residents from 9/11 to 9/29, based on Sanitation routes and days. Residents are reminded not to use the carts until 10/2. Old trash/recycling bin removal will begin on 10/9. If a resident wants to have their old bins removed, they will need to place it by their new carts on their respective pick up days. Refunds for trash stickers will be issued from 10/16 to 10/28. Cash will be given for totals under \$20 until 10/28. Checks will be issued for amounts over \$20.
- W. 17th St. is currently being paved.
- Animal Shelter: The facility is under construction, but still open for business.

Palazzo moved to approve the Claims Register for 8/25/17 - 9/8/17 in the amount of \$346,427.06. Cox Deckard seconded the motion. The motion passed. Claims approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:01 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Request from Indiana University to Temporarily Close the Southeast corner of 7th and Indiana

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 09/19/2017

Report: On June 27th, 2017, the Board of Public Works approved a temporary closure of the southeast sidewalk at the intersection of East 7th Street and North Indiana Avenue. The closure was requested by Indiana University to facilitate the reconstruction of the sidewalk and the installation of landscaping. The project was scheduled to begin on July 18th, 2017 and be completed by October 16th, 2017. Due to problems with the awarding of the work, as well as delivery of materials, the University is now asking for a later start date and an extension to the original request. The revised request will start the closure on or after September 19th, 2017 and work completion on or before December 18th, 2017.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Indiana University for the temporary lane restrictions at the intersection of 7th and Indiana.

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



Board of Public Works Staff Report

Project/Event: Request from Indiana University to Temporarily Close the Southeast corner of 7th and Indiana

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 06/27/2017

Report: Indiana University is requesting permission to temporarily close the eastern most northbound lane of North Indiana Avenue, from East 6th Street to East 7th Street. The closure will begin on or after July 18th, 2017 and continue through October 16th, 2017. The closure is being requested so that the University may reconstruct the southeast corner of the intersection of 7th and Indiana.

Vehicle traffic will be shifted to the western northbound lane and a pedestrian detour will be used on the western and northern sidewalk.

Indiana University is the property owner immediately adjacent to the workzone and are aware of the request.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Indiana University for the temporary lane restrictions at the intersection of 7th and Indiana.

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



INDIANA UNIVERSITY

REAL ESTATE DEPARTMENT

Bloomington

June 15, 2017

Via Electronic Delivery

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

Re: N. Indiana Ave. requested lane restrictions

Dear Board Members:

Indiana University ("IU") is planning a gateway project at N. Indiana Ave. and E. 7th St. In order to facilitate this project, IU is respectfully requesting the temporary closure of the east lane of N. Indiana Ave. between E. 6th St. and E. 7th St., as well as the closure of the sidewalk along the east side of N. Indiana Ave. between E. 6th St. and E. 7th St., in accordance with the attached Management of Traffic Plan. IU is requesting these closures from July 18, 2017 through October 16, 2017, with the exception that the lane will be open during IU's move-in week.

IU will coordinate with the City of Bloomington and City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, IU respectfully requests that the Board of Public Works approves the restrictions closure referenced above from July 18, 2017 through October 16, 2017.

Kind regards,

Charles Northrop
Real Estate Manager

cc: Roy Aten, City of Bloomington Engineering
Adam Wason, Director, City of Bloomington Public Works
Jason Banach, University Director of Real Estate, Indiana University



INDIANA UNIVERSITY

REAL ESTATE DEPARTMENT

Bloomington

September 11, 2017

Via Electronic Delivery

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

Re: N. Indiana Ave. requested lane restrictions

Dear Board Members:

Indiana University ("IU") is beginning a gateway project at N. Indiana Ave. and E. 7th St. IU obtained the approval of the Board of Public Works (the "Board") of the temporary closure of the east lane of N. Indiana Ave. between E. 6th St. and E. 7th St., as well as the closure of the sidewalk along the east side of N. Indiana Ave. between E. 6th St. and E. 7th St., in accordance with the attached Management of Traffic Plan ("MOT Plan"). The Board approved this closure for July 18, 2017 through October 16, 2017.

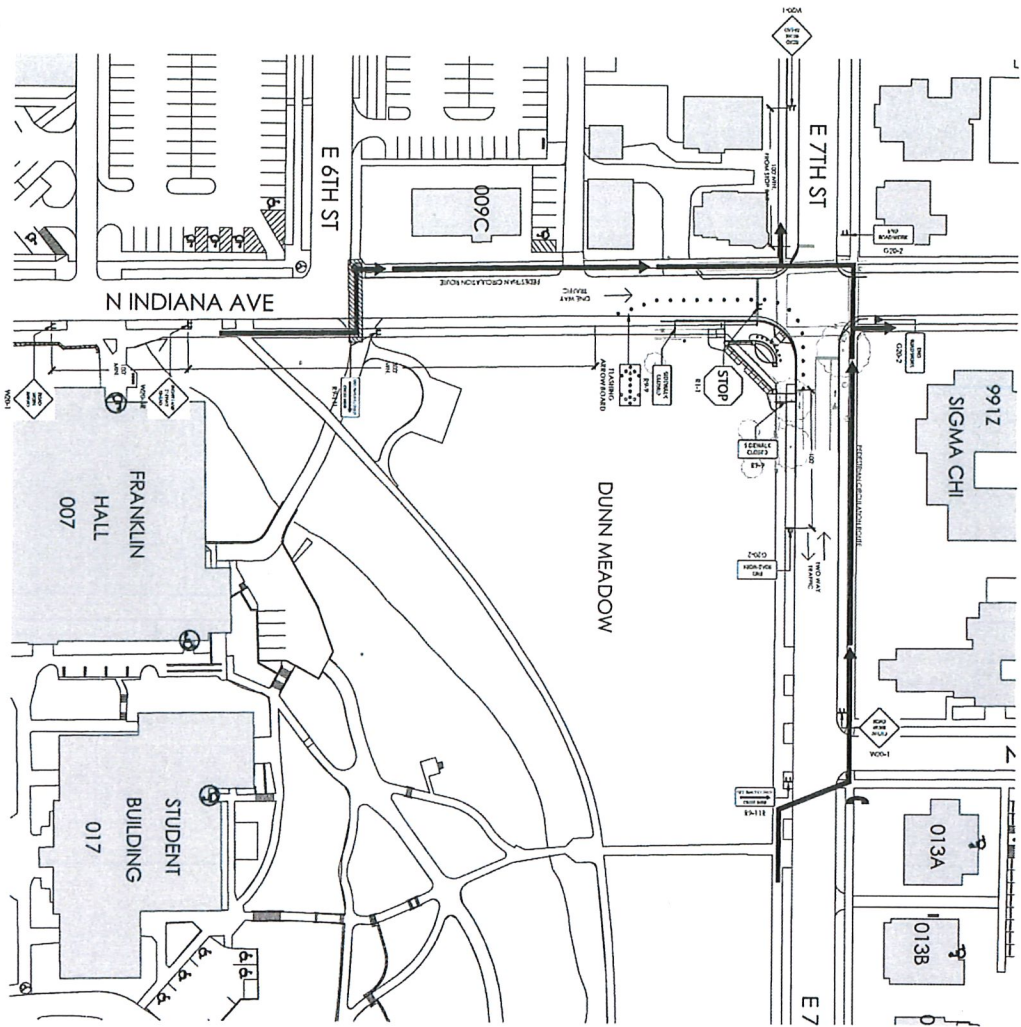
I write to the Board now to request an extension of your approval of this closure through December 18, 2017. The project's start date was delayed a couple of months due to delays in obtaining construction materials, which is why IU is requesting this extension. The MOT Plan would remain as drawn, and the total closure time would be the same as originally approved. I therefore respectfully request that the Board extends its approval of this closure as explained herein.

Kind regards,

Charles Northrop
Real Estate Manager

cc: Roy Aten, City of Bloomington Engineering
Adam Wason, Director, City of Bloomington Public Works

1 TEMPORARY TRAFFIC CONTROL PLAN
SCALE: 1" = 30'



MAINTENANCE OF TRAFFIC REQUIREMENTS:

1. ALL SIGNS AND BARRIERS TO BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD (2003) AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) TRAFFIC CONTROL MANUAL.
2. ALL SIGNS TO BE PLACED IN ACCORDANCE WITH THE LATEST EDITION OF THE MUTCD (2003) AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) TRAFFIC CONTROL MANUAL.
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7TH ST AND INDIANA AVENUE GATEWAY IMPROVEMENTS
INDIANA UNIVERSITY | BLOOMINGTON CAMPUS
IU PROJECT # 20140008 - BL00A

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Fax: 317.325.1235
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MAINTENANCE OF TRAFFIC PLAN
Scale: 1" = 30'
North Arrow
Legend

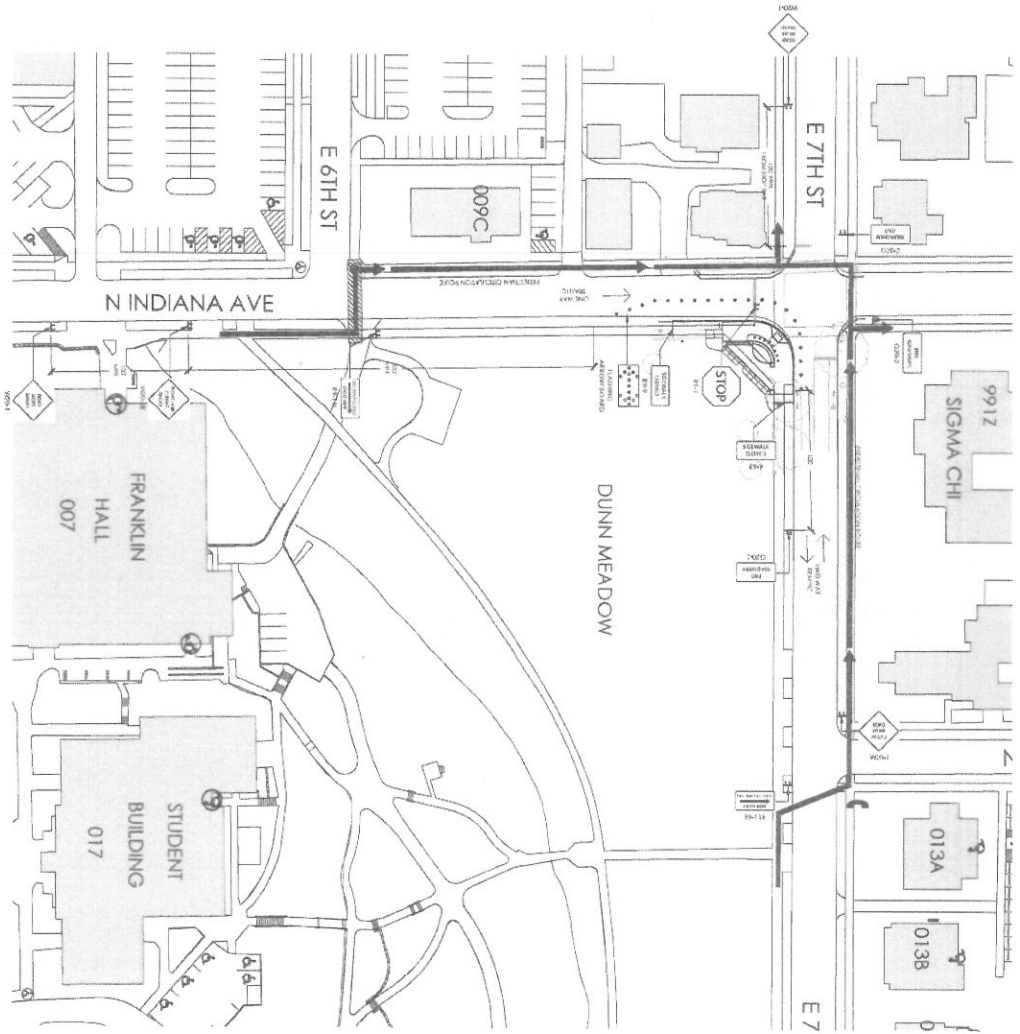
CONTRACT NOTICE
This plan is a part of the contract documents for the project. It is to be used in accordance with the contract documents. The contract documents are the governing documents for the project.

REVISIONS
1. 11/14/08
2. 11/14/08
3. 11/14/08
4. 11/14/08
5. 11/14/08
6. 11/14/08
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9. 11/14/08
10. 11/14/08

PROJECT INFORMATION
Project Name: 7TH ST AND INDIANA AVENUE GATEWAY IMPROVEMENTS
Project Number: 20140008 - BL00A
Project Location: Bloomington, IL
Project Date: 11/14/08
Project Status: In Progress

1 TEMPORARY TRAFFIC CONTROL PLAN

SCALE: 1" = 30'



MAINTENANCE OF TRAFFIC REQUIREMENTS:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE INDIANA DEPARTMENT OF TRANSPORTATION (INDOT) STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, LATEST EDITION.
2. THE CONTRACTOR SHALL MAINTAIN THE EXISTING TRAFFIC PATTERN AND SIGNAL TIMING THROUGHOUT THE PROJECT.
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7TH ST AND INDIANA AVENUE GATEWAY IMPROVEMENTS INDIANA UNIVERSITY | BLOOMINGTON CAMPUS IU PROJECT # 20140008 - BLOOA

**RUNDELL
ERNSTBERGER
ASSOCIATES**

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WWW.IU.EDU



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MAINTENANCE OF TRAFFIC
PLAN

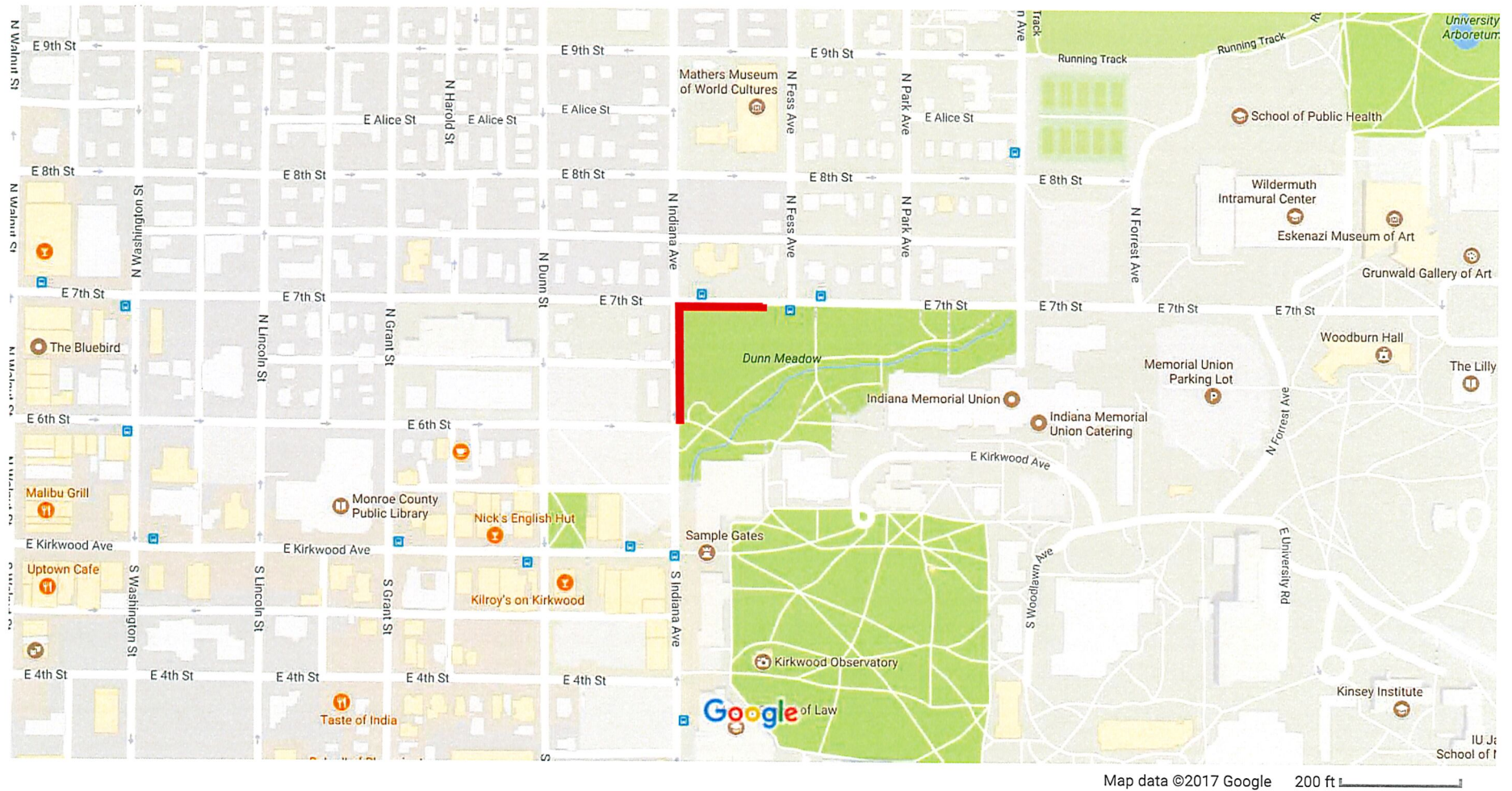
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WWW.IU.EDU

INDIANA UNIVERSITY 7TH AND INDIANA PROJECT 07/18/2017 THROUGH 10/16/2017

Google Maps





Board of Public Works Staff Report

Project/Event: Request of permission to partially close sidewalk along the west side of College Avenue between 7th and 8th Streets for graffiti removal and window maintenance on the Monroe County Justice Building

Petitioner/Representative: Monroe County Justice Building Staff

Staff Representative: Dan Backler, Public Improvements Manager

Date: 9/19/2017

Report: Representatives for the Monroe County Justice Building have requested permission to partially close the sidewalk along the east side of their building on College Avenue between 7th and 8th Streets for the purpose of cleaning graffiti and doing window maintenance. The closure is proposed to begin as soon as possible and extend until October 13, 2017. A five foot wide pedestrian travel way will be maintained along the west side of College Avenue for the duration of the project.

The Petitioner has stated that alternate access to the building will be provided in the event that the primary access use is not feasible. In the event of an emergency, all normal access will be allowed.

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

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



City of Bloomington
Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: College Avenue 8th Street 7th Street
(Street) (From) (To)

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

☐ Complete Street Closure ☐ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley

☒ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

Reason for Closure:

☒ Work on Sidewalk/Multiuse Path/Trail

☐ Work in Street

☐ Loading and Unloading

☐ Utility Work

☐ Special Event

☐ Work on Private Property

☐ Other: _____

Date(s) of Closure: From 9/18/2017 To 10/13/2017

> 2 weeks? ☒ Yes ☐ No

Start Time: 07 : 00 a.m. / p.m.

End Time: 06 : 00 p.m. / p.m.

Overnight Closure Required: ☐ Yes ☒ No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: Monroe County Government

Contact Person (*Printed Name*): David Gardner

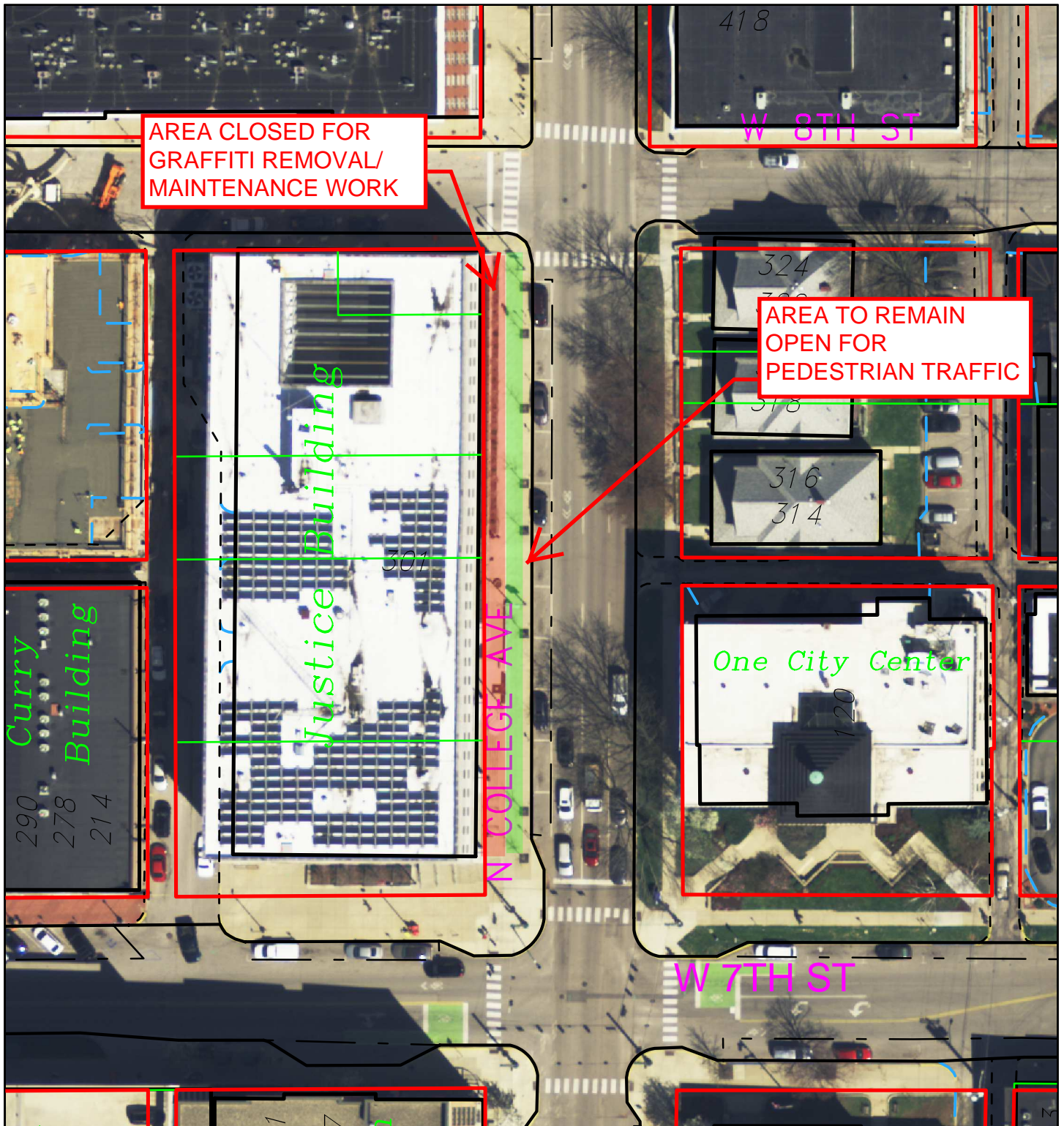
Contact Email: dgardner@co.monroe.in.us Contact Phone No.: 812-322-2754

Signature: David Gardner Date: 9/12/17

For Office Use Only

Approved By: [Signature] Dept.: P&T Date: 9/14/2017

Approved By: _____ Dept.: _____ Date: _____



AREA CLOSED FOR
GRAFFITI REMOVAL/
MAINTENANCE WORK

AREA TO REMAIN
OPEN FOR
PEDESTRIAN TRAFFIC

Curry
Building
290
278
214

Justice Building
301

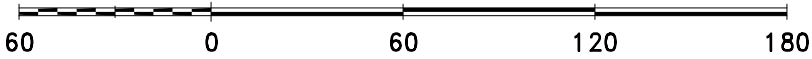
N COLLEGE AVE

One City Center
120

W 7TH ST

W 8TH ST

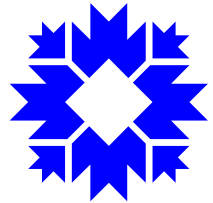
By: backlerd
14 Sep 17



For reference only; map information NOT warranted.



City of Bloomington
Planning & Transportation



Scale: 1" = 60'



Board of Public Works Staff Report

Project/Event: Indiana University Homecoming Parade

Petitioner/Representative: Indiana University Alumni Association

Staff Representative: Sean Starowitz

Meeting Date: September 19, 2017

Event Date: Friday, October 13, 2017

The Indiana University Alumni Association is requesting street closures for the purpose of conducting their annual Indiana University Homecoming Parade on Friday, October 13th from 6:00 p.m. to 7:30 p.m.

The Alumni Association is requesting that portions of the following City streets be temporarily closed to vehicular traffic: N. Woodlawn Avenue between E. 7th Street and E. 17th Street and E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue between the hours of 5:00 p.m. and 8:00 p.m., on Friday, October 13, 2017.

Indiana University Police Department and Bruce Wilds Security will be providing traffic control.

The Indiana University Alumni Association expects approximately 30 parade entries and 1500 attendees, including student and community members, and featured walking groups, decorated vehicles, and floats.

A noise waiver has been written into the Resolution, and a Noise Permit application was submitted.

BPD has approved a Parade Permit subject to BPW approval.

Staff recommends approval.

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-83**

IU HOMECOMING PARADE 2017

WHEREAS, the City of Bloomington Board of Public Works (hereinafter referred to as the “City”) is empowered by Indiana Code § 36-9-6-2 to supervise the streets, sidewalks, and parking spaces of the City; and

WHEREAS, the Indiana University Alumni Association (hereinafter referred to as “IU”) would like to have the City close the following City streets: N. Woodlawn Avenue between E. 7th Street and E. 17th Street and E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue in order to conduct a Special Event: The 2017 Indiana University Homecoming Parade.

WHEREAS, IU has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured; and

WHEREAS, the City desires to close said streets in order to support this community function.

NOW, THEREFORE, BE IT RESOLVED that the City approves the Special Event herein described, subject to the following conditions:

1. The City declares that all or a portion of the following City streets shall be temporarily closed to motor vehicles to conduct the 2017 Indiana University Homecoming Parade: N. Woodlawn Avenue between E. 7th Street and E. 17th Street and E. 7th Street between N. Indiana Avenue and N. Woodlawn Avenue between the hours of 5:00 p.m. and 8:00 p.m., on Friday, October 13, 2017. The parade will begin at 6:00 p.m. and will end at 7:30 p.m.
2. IU shall post “No Parking” signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary “No Parking” signs may be obtained from the City’s Department of Public Works.
3. IU shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. IU agrees to obtain and place at its own expense barricades and signage required by the Traffic Plan. IU shall not close the streets until 5:00 p.m. on Friday, October 13, 2017 and shall remove barricades and signage by 8:00 p.m. on Friday, October 13, 2017.
4. IU shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
5. IU shall clean up the affected area before, during, and after the event. Clean-up shall include, but not be limited to, removal of all “no parking” signs posted for the event, the removal of any and all food and/or drink, picking up all trash and litter, sweeping up any and all broken glass, and empty and remove all trash cans/receptacles. Clean-up shall be completed by 8:00 p.m. on Friday, October 13, 2017.

Resolution 2017-83

6. The City declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. IU shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
9. IU, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City, its Boards, officers, agents and employees from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. _____, a duly authorized representative of IU, represents that he/she is fully empowered by proper action of IU to bind IU to the terms and conditions set forth in this Resolution and does so bind IU 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

INDIANA UNIVERSITY ALUMNI
ASSOCIATION:

Signature

Printed Name, Title

Date

9-19-17



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Amy M. Oakley		
Contact Phone:	812-855-6120	Mobile Phone:	812-361-2351
Title/Position:	Alumni Programs Manager		
Organization:	IU Alumni Association		
Address:	1000 E. 17 th Street		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	aoakley@indiana.edu		
Organization E-Mail and URL:	Alumni.indiana.edu		
Org Phone No:	812-855-4822	Fax No:	

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

Organization Name:	IU Athletics		
Address:	1001 E. 17 th Street		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	Mark Skirvin		
Phone Number:	812-856-1401	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input checked="" type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Friday, October 13, 2017	
Time of Event:	Date: 10/13 Start: 6pm	Date: 10/13 End: 7:30 PM
Setup/Teardown time Needed	Date: 10/13 Start: 5pm	Date: 10/13 End: 8pm
Calendar Day of Week:	Friday	
Description of Event:	Annual IU Homecoming Parade	
Expected Number of Participants:	1500	Expected # of vehicles (Use of Parking Spaces to close):

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

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

<input checked="" type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input checked="" type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input checked="" type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event. <i>will provide</i>
<input checked="" type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input checked="" type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input checked="" type="checkbox"/>	Waste and Recycling Plan If more than 100 participates (template attached) <i>I U will handle</i>

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

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

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified) The starting point shall be clearly marked <ul style="list-style-type: none"> The ending point shall be clearly marked The number of lanes to be restricted on each road shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan If more than 100 participates (template attached)

Included as a Waiver in Resolution - lu



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	IU Homecoming Parade		
Location of Event:	7th and Woodlawn Ave		
Date of Event:	10/13/17	Time of Event:	Start: 6pm End: 7:30pm
Calendar Day of Week:	Friday		
Description of Event:	100th Annual IU Homecoming Parade		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Amy M. Oakley		
Organization:	IU Alumni Assoc.	Title:	Programs Manager
Physical Address:	1000 E. 17th St Blmtn IN 47401		
Email Address:	a.oakley@indiana.edu	Phone Number:	812 855 6120
Signature:	Amy M. Oakley	Date:	8/11/17

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



SPECIAL PERMIT (PARADE)

City of Bloomington Police Department
220 East Third Street
Bloomington, Indiana 47401
812-349-3312

In accordance with Section 15.60.070 of the Bloomington Municipal Code I, as Police Chief for the City of Bloomington, hereby issue this Special Permit for Parade on the date and during the times so described, provided the below-listed reasonable conditions are maintained.

Event Information

Name of Event:	Home Coming Parade - IU Alumni Association		
Approved Route (General Description):	See attached		
Date of Event:	13-Oct-17	Time of Event:	5:00pm
Calendar Day of Week:	Friday		7:30pm
Description of Event:	IU Homecoming Parade		

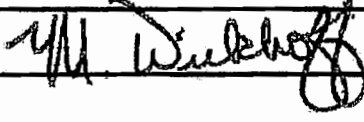
Permitee Information

Name:	Mike Mann		
Organization:	IU Alumni Association	Title:	
Physical Address:	1000 East 17th Bloomington, Indiana 47405		
Email Address:	unknown		812.855.4339

Reasonable Conditions

This permit is strictly conditioned upon compliance with the condition(s) herein listed & the attached route map:

1 Approval of the Board of Public Works
2 Approval of the Indiana University Police Department
3
4
5
6

Signature of Police Chief or Chief's designee:	
Date of Signature:	

September 11, 2017

Dear Bloomington Community and IU Campus friends:

Greetings from the Indiana University Homecoming Steering Committee! This year, the Homecoming parade will take place on Woodlawn Ave. on Friday, October 13th at 6:00 p.m. We are contacting you because the building you live or work in will be affected by the parade. Our petition will be sent to the Board of Public Works on September 19th, 2017 at 5:30 pm in the Council Chambers of City Hall Showers Building.

The staging area is along 7th Street from Indiana to Woodlawn Avenue with potential spillover along 7th in front of Ernie Pyle Hall. The parade will run from 7th Street up to 17th Street, along Woodlawn Avenue, and these roads will be closed from 4:30 to 7:00 p.m. on October 13th. Please see the attached parade route map for a better understanding of what areas will be affected. It is likely that parking will be limited or unavailable in these areas. Not only will there be the usual college students and community members, but we anticipate many Hoosier alumni will be returning to Bloomington.

Homecoming is one of the biggest IU events of the year, and the parade is a significant part of building up the spirit for the big game. Your participation would be greatly appreciated! In other words, get spirited, get involved, and let's make Homecoming 2017 one for the record books!

We appreciate your patience and understanding during the parade. If you have specific questions about suggestions for navigating around the parade during this time period, please feel free to contact the Indiana University Alumni Association at (812) 855-4822 and ask to speak to someone in the programs department.

Sincerely,

Nathan A. Sands
Homecoming Steering Committee Chair
Indiana University Alumni Association



* DUPD and Bruce Wied Security will be staffing the entire parade route including the staging area. Officers will be at all major intersections and barricades will be provided by IU for security to block all roads along the route.

By: sm1hc

22 Jul 16

500

0

500

1000

1500

City of Bloomington
Public Works



Scale: 1" = 500'

For reference only; map information NOT warranted.



Board of Public Works Staff Report

Project/Event: Reserved Parking for First Friday @ The Fell

Petitioner/Representative: Cynthia Brubaker

Staff Representative: Sean Starowitz

Meeting Date: September 19, 2017

Cynthia Brubaker is hosting First Friday @ the Fell and is requesting to reserve 8 parking spaces to accommodate food trucks and art vendors at 415 West 4th Street. The request for reserved parking spaces is from 4:00 p.m. to 11:59 p.m. on Friday, November 3, 2017.

This will create a welcoming, community feel without the need to close the block which disrupts traffic and the bus route. Staff supports this request.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-84**

FIRST FRIDAY @ THE FELL

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

WHEREAS, Cynthia Brubaker is desirous of using eight (8) parking spaces in front of the I-Fell Building at 415 West 4th Street from 4:00 p.m. to 11:59 p.m. on Friday, November 3, 2017 in conjunction with a food, music and art Special Event to be held at the I-Fell Building; and,

WHEREAS, Cynthia Brubaker has agreed to provide the City with a Certificate of Insurance naming the City of Bloomington as additionally insured.

NOW, THEREFORE, BE IT RESOLVED that the City approves the event herein described, subject to the following conditions:

1. The City declares that Cynthia Brubaker may reserve eight (8) parking spaces in front of the I-Fell Building, 415 W. 4th Street from 4:00 p.m. until 11:59 p.m. on Friday, November 3, 2017 as part of a special event for the general public.
2. Cynthia Brubaker shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary “No Parking” signs may be obtained from the City’s Department of Public Works.
3. Cynthia Brubaker will be responsible for removing all trash, picking up litter and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 11:59 p.m. on Friday, November 3, 2017.
4. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
5. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
6. Cynthia Brubaker shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.
7. In consideration for the use of the City’s property and to the fullest extent permitted by law, First Friday @ The Fell, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively “Claims”) which may occur

Resolution 2017-84

as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.

8. _____, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS _____ DAY OF _____, 2017.

BOARD OF PUBLIC WORKS:

Cynthia Brubaker

Kyla Cox Deckard

Signature

Kelly M. Boatman

Printed Name

Dana Palazzo

Position



SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Cynthia Brubaker		
Contact Phone:	812-361-6719	Mobile Phone:	same
Title/Position:	Arts Impresario		
Organization:	I Fell LLC		
Address:	415 W 4th St,		
City, State, Zip:	Bloomington, IN 47404		
Contact E-Mail Address:	cynthia.brubaker@gmail.com		
Organization E-Mail and URL:	ifellbloomington@gmail.com		
Org Phone No:	812-361-6719	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:	

3. Event Information

Type of Event	<input checked="" type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)	
Date(s) of Event:	Friday, November 3, 2017	
Time of Event:	Date: 11/03/17 Start: 6pm End: 11pm	
Setup/Teardown time Needed	Date: 11/03/17 Start: 4pm End: 12am	
Calendar Day of Week:	Friday	
Description of Event:	<p><i>First Friday @ the Fell</i> a monthly art opening and event at the I Fell Gallery since November 2012. For the November First Friday we will have a dance after the art opening. Parking spots are needed for food trucks and additional art vendors to set up outside in good weather as an extension of our space. This creates a welcoming, community feel without the need to close the block, which is a disruption to traffic and the bus route. The arrangement serves as a beacon to vehicular, bike, and pedestrian traffic on Rogers and West 4th Streets to "join the party," be a part of the art in the zone (BUEA zone and BEAD) in a very accessible manner. West 4th Street is a natural pathway from the Prospect Hill neighborhood to the B-Line and downtown therefore, people pass by the Fell constantly throughout the evening: opening the event up to the street is an effective means to luring them in.</p>	
Expected Number of Participants:	200	Expected # of vehicles (Use of Parking Spaces to close): 8

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By: S. Starowitz
	Bloomington Police		Not Applicable
	Bloomington Fire		Not Applicable
	Planning & Transportation		Not Applicable
	Transit		Not Applicable
	Public Works		
	Board of Public Works		

Waste and Recycling Management Plan Template

Event name: First Friday @ the Fell

Number of expected attendees: 100 - 200

Number of food vendors: 0 - 3

Number of other vendors: 0 - 3

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

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers. Recycling and trash containers are set out inside during the events (two each) and recycling and trash bins (two each) are located on the south side of the building.

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

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

Type of waste	Collection plan
Paper, plastic, aluminum, steel, glass	Recycling in on-site, designated red bins staffed by volunteers; emptied by staff when full to co-mingled recycling containers at the rear of the building that are emptied once a week
Non-recyclable waste	Lined trash cans on-site; emptied by staff when full to containers at the rear of the building that are emptied once a week

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

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

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

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

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

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



I-Fell
First Friday@The Fell

By: watersl
11 Sep 17



For reference only; map information NOT warranted.

City of Bloomington
Economic & Sustain. Dev.



Scale: 1" = 100'

N



Board of Public Works Staff Report

Project/Event: Harmony School Extravaganza

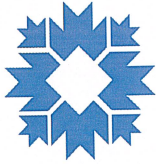
Staff Representative: Christina Smith

Meeting Date: September 19, 2017

Event Date: Saturday September 23, 2017

The Harmony School wishes to hold its annual fundraiser, Harmony School Extravaganza on Saturday, September 23rd from 11 a.m. until 5 p.m. and utilize amplified sound and music.

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:	Harmony School Extravaganza		
Location of Event:	Harmony School, 909 E. 2 nd St.		
Date of Event:	9/23/17	Time of Event:	Start: 11:00am
Calendar Day of Week:	Saturday		End: 5:00pm
Description of Event:	School carnival/festival		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
			Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Tonya Walden		
Organization:	Harmony School	Title:	Development Coordinator
Physical Address:	909 E 2 nd St., Bloomington, IN 47401		
Email Address:	twalden@harmonyschool.org	Phone Number:	812-334-8349
Signature:		Date:	9/8/17

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

Notice of Public Meeting Letter

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a **Noise Permit** request for a special event at **909 E 2nd St for Harmony School** which is tentatively scheduled for **Saturday, September 23, 2017 from 11:00AM-5:00PM**

The Board of Public Works meeting to hear this request will be held on **9/19/17**. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton St. (Room 115) at 5:30 p.m.

All persons interested in said proposal may be heard at the time as herein set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written or verbal objections filed prior to the hearing will be considered.

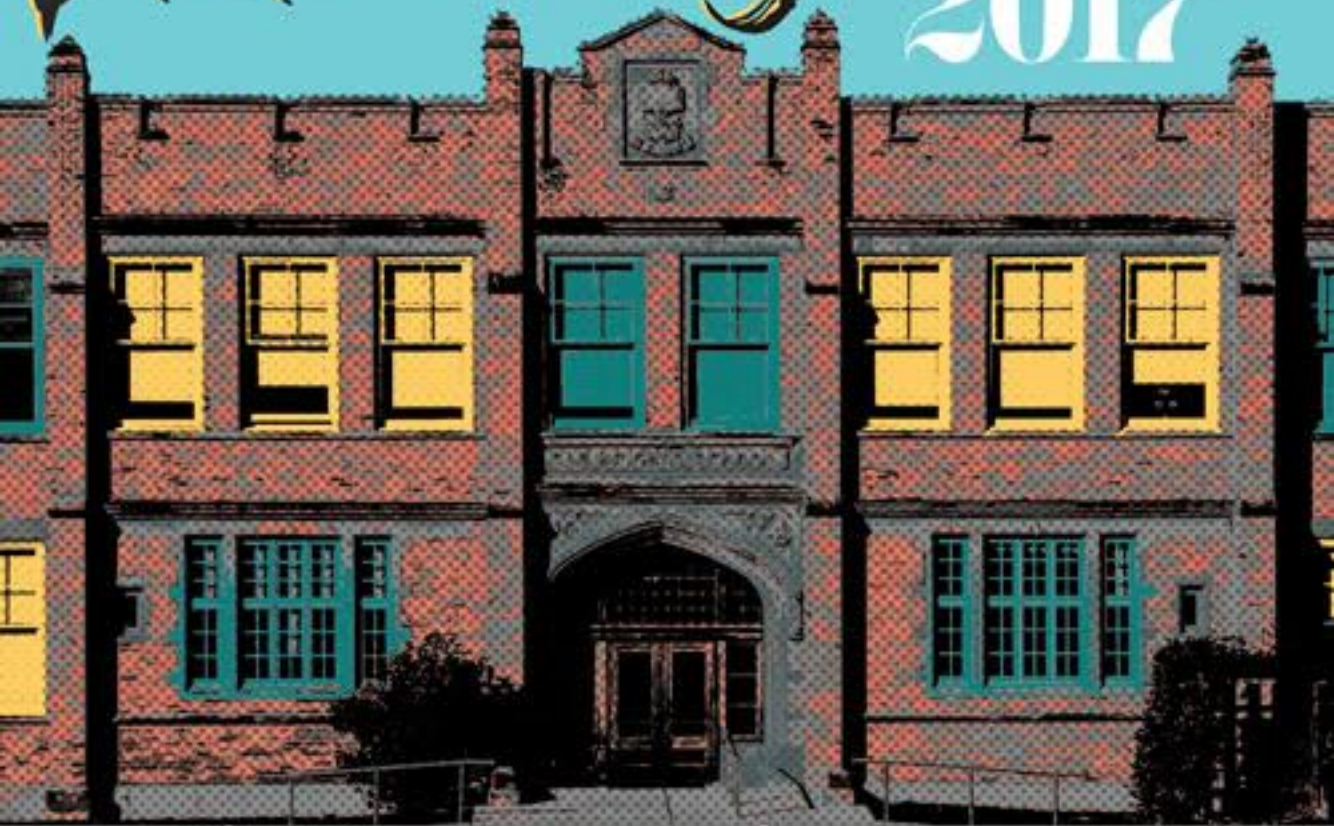
BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER: Harmony School

Date: 9/12/17

Extravaganza

2017



Saturday September 23rd

Featuring:

Haunted House!
Silent Auction
Food and Games
and Live Entertainment

visit harmonyschool.org for more details!

Noon-4:00 pm
Rain or Shine!

ALL-AGES
FREE
ADMISSION!

also featuring:
bounce house!
cakewalk!
face painting!

HARMONY SCHOOL * 909 E. 2ND STREET * 47401

Last chance to get



this season! 4 bucks
a pop!



Board of Public Works Staff Report

Project/Event: Oktoberfest

Petitioner/Representative: Faith Lutheran Church

Staff Representative: Christina Smith

Meeting Date: September 19, 2017

Event Date: Sunday, October 1, 2017

Faith Lutheran Church wishes to hold its annual school carnival fundraiser on October 1, 2017, from 12:00 p.m. – 3:00 p.m. and utilize amplified sound and music. The event will be held outside on church grounds and inside the church in the event of rain.

Recommend: ☒ Approval by Christina Smith



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event:	OKTOBERFEST		
Location of Event:	Faith lutheran Church 2200 S High St		
Date of Event:	October 1, 2017	Time of Event:	Start: 12:00 Pm
Calendar Day of Week:	Sunday		End: 3:00 Pm
Description of Event:	Special celebration of 500 th anniversary of Reformation. Community event includes German music, food, & family oriented activities		
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker
	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:	

Applicant Information

Name:	Janet Hitzeman		
Organization:	Faith lutheran Church	Title:	
Physical Address:	2200 S High St 47401		
Email Address:	jhitze@indiana.edu	Phone Number:	812-345-0882
Signature:	<i>Janet Hitzeman</i>	Date:	9-5-17

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

AN INVITATION AND NOTIFICATION TO NEIGHBORS OF FAITH LUTHERAN CHURCH

Please join us on Sunday, October 1, for **Oktoberfest**. Enjoy free German food plus displays, demonstrations and entertainment, including two instrumental ensembles playing German music. Because of the nature of music being played outdoors, we are informing our neighbors that we have filed a request with the Board of Public Works in compliance with the city's Noise Ordinance.

Notice of Public Meeting: BOARD OF PUBLIC WORKS, CITY OF BLOOMINGTON, INDIANA

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a **Noise Permit** request for a special event at 2200 South High Street for Faith Lutheran Church is tentatively scheduled for Sunday, October 1, 2017 from noon to 3:00 p.m.

The Board of Public Works meeting to hear this request will be held on Tuesday, September 19. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton St. (Room 115) at 5:30 p.m.

All persons interested in said proposal may be heard at the time as herein set out. If you would rather voice your opinion by phone, you may call 812.349.3410 or email public.works@bloomington.in.gov. Written or verbal objections filed prior to the hearing will be considered.

Willkommen!
Welcome!

OKTOBERFEST

on the grounds of
Faith Lutheran Church
2200 S. High Street
Bloomington, IN 47401

Sunday
October 1, 2017
Noon – 3:00 PM

Rain or Shine!
Oktoberfest will be held indoors (same location) if inclement weather is upon us.

It's a Community Event

It's Family Friendly
Face Painting
Box City
Crafts, Games

It's a Picnic
Fellowship & free food

Experience
sights and sounds of Martin Luther's time

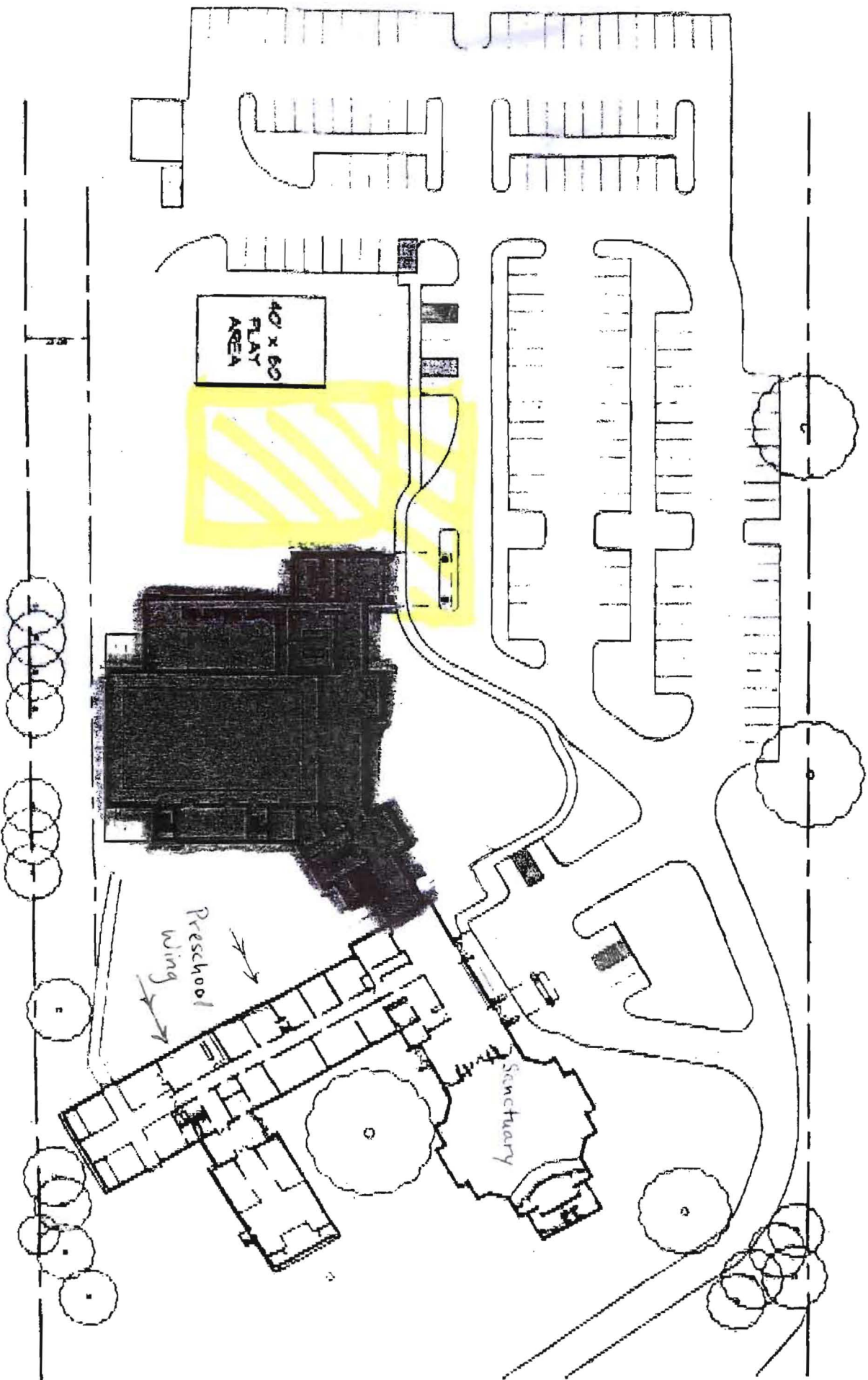
Live music and demos

Brats
Hotdogs
Sauerkraut
Root Beer
Ice Cream

- Celebrate the Lutheran Reformation's 500th anniversary.
- Enjoy food, live music & demonstrations of German life.
- Kids, help build a large-scale castle from boxes.

www.faithlutheranbloomington.org 812.332.1668

Faith Lutheran Church



← High Street →



Board of Public Works Staff Report

Project/Event: Taste of East Africa

Petitioner/Representative: Kilimanjaro Education Outreach

Staff Representative: Christina Smith

Meeting Date: September 19, 2017

Event Date: Saturday, October 7, 2017

Kilimanjaro Education Outreach wishes to host a fundraising event at Harmony School Gymnasium on Saturday, October 7, 2017 from 6:00 – 8:30 p.m. The event will include live music and performances.

Staff supports the noise permit request.



NOISE PERMIT

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

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) 349-3410 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event: Taste of East Africa
Location of Event: 909 E. 2nd St. Bldg, IN 47401 (Harmony School Gym)
Date of Event: 7 October 2017
Calendar Day of Week: Saturday
Time of Event: Start: 6 AM
End: 8:30 AM
Description of Event: The event is a fundraiser for Kili Manjaro Education Outreach (KILEO). An African meal will be served, a silent auction held & a singer will perform African songs.

Source of Noise: ☐ Live Band ☒ Instrument ☒ Loudspeaker Will Noise be Amplified? ☒ Yes ☐ No

Is this a Charity Event? ☒ Yes ☐ No If Yes, to Benefit: Education in East Africa

Applicant Information

Name: Billy Giles
Organization: KILEO Title: Treasurer
Physical Address: 4876 E. Bethel Lane, Bloomington, IN 47408
Email Address: billy.giles1130@comcast.net Phone Number: 812-339-2143
Signature: Billy E. Giles Date: 9/11/2017

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

Taste of East Africa

October 7, 2017

Harmony School
909 E. 2nd St., Bloomington, IN 47401
6 pm – 8:30 pm
\$25 ADULTS \$15 STUDENTS 6 and under free CHILDREN

**JOIN US FOR AN EVENING OF FUN WITH EAST
AFRICAN FOOD, LIVE MUSIC AND DANCE AS
WELL AS A SILENT AUCTION.**

TO PURCHASE TICKETS IN ADVANCE VISIT
BUSKIRK CHUMLEY THEATER BOX OFFICE

812-323-3020

114 E. KIRKWOOD AVENUE

WWW.BTCBOXOFFICE.COM

FOR MORE INFORMATION OR TO DONATE CONTACT

billy.giles1130@comcast.net

OR

WWW.KILEO.ORG

**ALL PROCEEDS GO TO SUPPORT
OUR EDUCATIONAL EFFORTS IN
EAST AFRICA**

Hosted by Kilimanjaro Education Outreach (KILEO)

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/15/2017	Payroll				387,107.49
					<u>387,107.49</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 387,107.49

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 Memo

Project/Event: Campus Costume Festival and Parade

Meeting Date: September 19, 2017

The staff report for this agenda item could not be completed in time to be added to the packet.

However, this agenda item will be presented to the Board members at the work session on Monday, September 19th at 12 Noon in the McCloskey Conference Room.



Board of Public Works Staff Report

Project/Event: Jackson Creek Trail INDOT/LPA Project
Coordination Contract Approval

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 09/19/2017

Report: This project will construct a multi-use path and trail that interconnects South East Park at Arden Drive, South High Street, Childs Elementary School, Southern Oaks Park, Rhorer Road, Sare Road multiuse path, and Jackson Creek Middle School. The project is listed within the MPO TIP and programed to use \$2,123,403 in reimbursable federal funds. Design is scheduled to begin this year and construction will begin in 2021. This is a standard INDOT/LPA contract and is required by INDOT to make the federal funds available for the project.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Jackson Creek Trail INDOT/LPA Project Coordination Contract.

Recommend ☒ **Approval** ☐ **Denial by** Roy Aten

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

EDS #: A249-15-L150085

Des. No.: 1500398

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Bloomington**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

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

Seymour District Office
185 Agrico Lane
Seymour, Indiana 47274

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

City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the “Project”), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA’s Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT’s Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2020 and June 30, 2021**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2021 and June 30, 2023**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

E. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
6. As required by I.C. 5-22-3-7:
 - (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- G. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the

Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

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

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

- J. Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- K. Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- L. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- M. Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
 - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- N. Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this

Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

- Q. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: City of Bloomington

**STATE OF INDIANA
Department of Transportation**

Recommended for approval by:

Print or type name and title

Steven Duncan, Director
Contract Administration Division

Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

(FOR)

Joseph McGuinness, Commissioner

Print or type name and title

Date: _____

Signature and date

Department of Administration

Jessica Robertson, Commissioner

LPA DUNS # _____

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer

Jason D. Dudich, Director

Date: _____

Approved as to Form and Legality:

This instrument prepared by:

Ellen Hite

September 7, 2017

(FOR)

Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1500398**
Program: **Group II**
Type of Project: **Bike/Pedestrian Facilities**
Location: **Jackson Creek Trail**

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

A project for bike/pedestrian facilities for Jackson Creek Trail, Phase 2, in the City of Bloomington, Monroe County, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
 - or
 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

- A. If the Program shown on Attachment A is receiving **Group II** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **September 7, 2017**, the maximum amount according to the TIP dated **September 5, 2017** is **\$ 2,123,403.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- B. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ _____.
- C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;

- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.

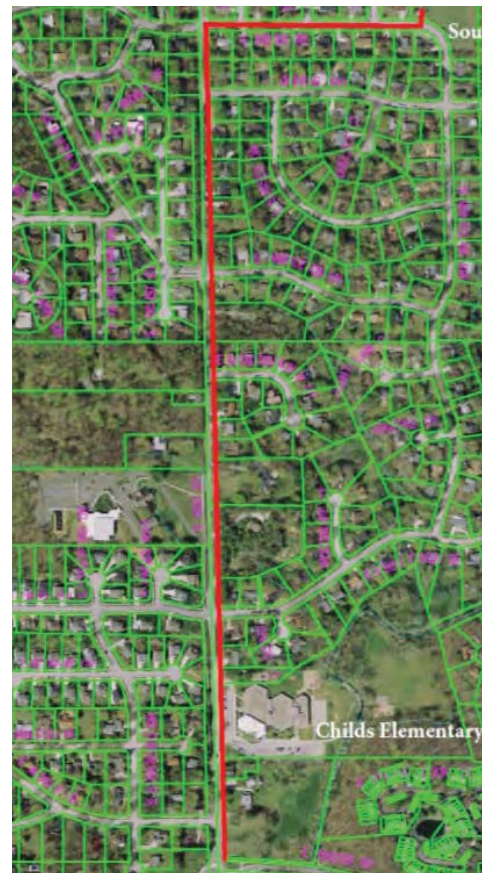
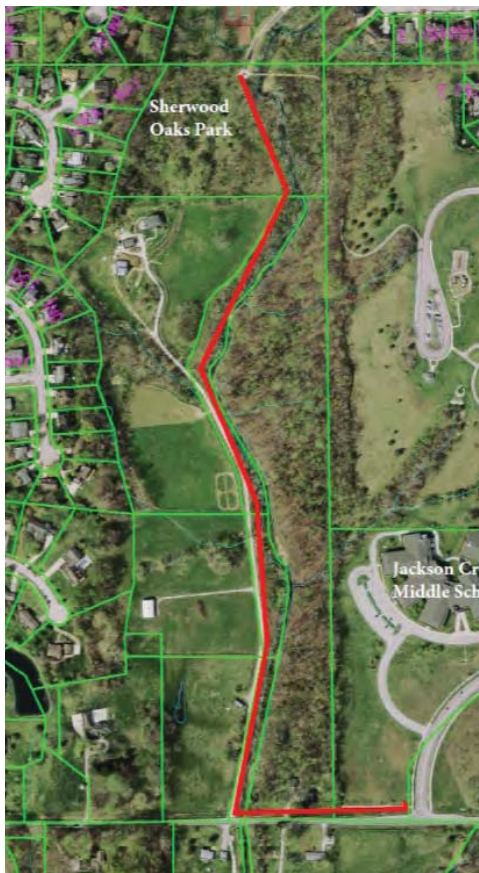
JACKSON CREEK TRAIL

DES# 1500398

LETTING DATE: NOVEMBER 11, 2020

Multiuse trail/path construction, potentially including associated intersection improvements. The northern section is approximately located on Arden Drive between the Southeast Park entrance and High Street, on High Street between Arden Drive and Rogers Road connecting to the Sherwood Oaks Park/Goat Farm at the High Street and Winslow Road roundabout. The southern section is approximately located between the existing southern terminus of Jackson Creek Trail and Rhorer Road, and on Rhorer Road between Jackson Creek and Sare Road. A short additional connection may also link to the Jackson Creek Middle School.

Project Phase	Fiscal Year	Federal Source	Federal Funding	Local Match	Total
PE	2018	TAP	\$155,801	\$44,199	\$400,000
	2019	TAP	\$155,801	\$44,199	
RW	2020	TAP	\$155,801	\$44,199	\$250,000
		-	\$-	\$50,000	
CE	2021	TAP	\$155,801	\$38,950	\$270,000
		STP PYB	\$60,199	\$15,050	
CN	2021	STP	\$600,000	\$150,000	\$1,800,000
		STP PYB	\$840,000	\$210,000	
Totals			\$2,123,403	\$596,597	\$2,720,000





Board of Public Works Staff Report

Project/Event: Approve Change Order #1 for the Downtown Curb Ramp Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 09/19/2017

Report: Change Order #1 for the Downtown Curb Ramp Project is a result of a discrepancy between the plans and pay items list on how pavement marking removal was to be paid. The plans indicated that the contractor was to remove existing crosswalk pavement markings at various locations. The contract does not include an item for transverse marking removal but instead called for a line removal item. This change order will cover the addition of the transverse marking removal, as well as a deduct for the line removal. The total cost for this change order is an addition of \$2,396.70 to the contract price.

Recommendation and Supporting Justification: The City and INDOT staff have reviewed the change order and are recommending approval.

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

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -37423

AE:Wren, Rachel

Letting Date:03/01/2017

PE/S:Slater, Travis

Status:Draft

Change Order Information

Date Generated: 08/17/2017

Change Order No.: 001

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: ERRORS & OMISSIONS, Item Related

Description: Transverse Marking Removal

Original Contract Amount

\$ 509,436.00

Current Change Order Amount

\$ 2,396.70

Percent: 0.471 %

Total Previous Approved Changes

\$ 0.00

Percent: 0.000 %

Total Change To-Date

\$ 2,396.70

Percent: 0.471 %

Modified Contract Amount

\$ 511,832.70

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000

or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N, Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -37423

INDIANA

Date:08/23/2017

Change Order No:001

Department of Transportation

Page: 3

Contract: R -37423
 Project: 1400166 - State:140016600LC5
 Change Order Nbr: 001
 Change Order Description: Transverse Marking Removal
 Reason Code: ERRORS & OMISSIONS, Item Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0042	1400166	0042	808-06716	LFT	1.500	-567.000	C	Amount:\$ -850.50
Item Description: LINE, REMOVE								
Supplemental Description1:								
Supplemental Description2:								
0044	1400166	0044	808-06368	LFT	2.200	392.000	C	Amount:\$ 862.40
Item Description: TRANSVERSE MARKING REMOVE								
Supplemental Description1: 6 IN Crosswalk								
Supplemental Description2:								
0045	1400166	0045	808-06368	LFT	4.400	542.000	C	Amount:\$ 2,384.80
Item Description: TRANSVERSE MARKING REMOVE								
Supplemental Description1: 24 IN								
Supplemental Description2:								

Total Value for Change Order 001 = \$ 2,396.70

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

General or Standard Change Order Explanation

The plans indicate that the contractor is to remove existing crosswalk markings at various locations. The contract does not include an item for Transverse Marking Removal but instead called for a Line Removal item. This change order will cover the addition of the Transverse Marking Removal, 6IN and 24 IN as well as deduct the Line Removal item. The subject locations are 6th and Indiana, 4th and Indiana as well as 4th and Dunn. The costs associated with this change order have been reviewed and are reflective of the work performed, Unit prices have been reviewed and are conducive to unit item bid history as compared to INDOT item bid history reports. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone Contractors L.P.

Signed By: [Signature]

Date: 8/28/17

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

Contract No:R -37423
Change Order No:001

INDIANA
Department of Transportation

Date:08/23/2017

Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

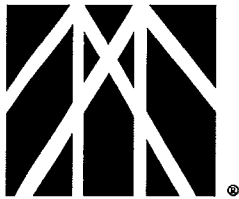
APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level

Name of Approver

Date

Status



Milestone

7/18/17

Mr. Travis Slater
Project Supervisor
3502 Woodview Trace, Suite 150
Indianapolis, IN 46268

Project: R-37423-A
Subject: PCO #4 & 5, Transverse Marking Removal

Mr. Slater,

It has come our attention that items for Transverse Marking, Removal, 6" and Transverse Marking, Removal, 24" were not included in the original contract for this project but will be required to complete the new markings on the job. We, therefore have requested this pricing from our subcontractor and request that additional items be created on the project for Transverse Markings, Removal, 6" at \$2.20 / LF and for Transverse Markings, Removal, 24" at \$4.40 / LF.

Sincerely,

AJ Chandler
Estimator

Enc.

THE AIRMARKING COMPANY, INC.

1544 NORTH STATE ROAD 25 • P.O. BOX 526 • ROCHESTER, INDIANA 46975

TELEPHONE (574) 223-5817 • FAX (574) 223-7959

PROPOSAL

TO:

DATE: 7/18/2017

ATTN:

RE: R-37423 Change Line Removal Item to Transverse Marking Removal

We propose to furnish all materials and labor needed to apply items listed below, in accordance with specifications, drawings, and description, provided we are notified of the acceptance of this proposal within 30 days.

ITEM #	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
	TRANSVERSE MARKING, REMOVAL 6"			\$2.00	
	TRANSVERSE MARKING, REMOVAL 24"			\$4.00	

- NOT SURE WHAT QUANTITIES WILL BE

ACCEPTANCE

THE AIRMARKING COMPANY, INC. ROCHESTER, INDIANA

Gentlemen:

We accept your proposal and upon completion of the work as described, we agree to pay the amount stipulated above.

OWNER: _____

BY: _____ TITLE: _____

DATE: _____

THE FOLLOWING NOTES APPLY TO ALL JOBS QUOTED BY THE AIRMARKING COMPANY, INC.

NOTES:

1. All quotes are bid as a moving operation (any lane closure or traffic control will be done by others specifically for multi-component markings).
2. All pavement markings and snowplowable raised pavement markers bid as package, subject to price change if package is split up. Call for more information.
3. Price for all performed plastic DO NOT include removal of curing compound.
4. All surface preparation and cleaning to be done by others.
5. Prime contractors will assume all WARRANTY responsibility for thermoplastic, cold plastic (performed plastic), snowplowable raised pavement markers and multi-component installed between Nov. 1 and April 1.
6. All permanent prices are based on ONE move in unless otherwise noted.
7. ALL PERMANENT THERMOPLASTIC PRICES ARE BASED ON HOT THERMOPLASTIC, UNLESS OTHERWISE NOTED.
8. Removal included ONLY when shown as a bid item, unless otherwise noted.
9. Maintenance for any material applied per instructions of the PRIME contractor, but in violation of I.N.D.O.T specs, shall be responsibility of the PRIME CONTRACTOR.
10. All bid items containing the word 'paint' shall be either Indiana spec., fast dry or latex as specified in the contract. No quotes are given for polyester paint unless indicated.
11. Performed plastics prices are not based on high performance or high durability, retro-reflective inlaid markings, unless specified as such.
12. This quotation does not include furnishing a performance bond.
13. The Airmarking Co., Inc., reserves the right of not honoring this quotation if a contract or purchase order is not received within 90 calendar days from the date quoted.

THE AIRMARKING COMPANY, INC.

BY: Greg Lowe TITLE: President

Snowplowable raised pavement markers will be measured by the number placed or removed. Prismatic reflectors will be measured by the number furnished and installed. Each two-way prismatic reflector will be measured as one reflector. No measurement will be made of the adhesive or the hole patching material used in the placement or removal of snowplowable raised pavement markers.

808.13 Basis of Payment

610 Lines and transverse markings placed will be paid for at the contract unit price per linear foot for the material, type, color, and width specified. Curb markings will be paid for at the contract unit price per linear foot for curb painting, of the color specified. Pavement message markings placed will be paid for at the contract unit price per each, for the material and message specified. Lines and transverse markings removed will be paid for at the contract unit price per linear foot. Pavement message markings removed will be paid for at the contract unit price per square yard.

620 Snowplowable raised pavement markers, furnished and installed, or removed will be paid for at the contract unit price per each. Prismatic reflectors will be paid for at the contract unit price per each. Each two-way prismatic reflector will be paid for as one reflector.

630 Payment for furnishing, calibrating, and operating retro-reflectivity testing equipment will be paid for at the contract price for lump sum. The cost of report preparation shall be included in the cost of retro-reflectivity testing. Adjustments to the contract payment with respect to retro-reflectivity of performance based pavement markings will be included in a quality adjustment in accordance with 109.05.1. The Engineer may waive retro-reflectivity testing due to weather limitations. Retro-reflectivity testing will be waived for markings applied after October 31 and before April 1. If retro-reflectivity testing is waived, no payment will be made for retro-reflectivity testing and no quality adjustment for retro-reflectivity will be made. If retro-reflectivity testing is not performed and is not waived by the Engineer due to weather, no payment will be made for retro-reflectivity testing and payment for the marking items will be made at 70% of the unit price.

Payment will be made under:

	Pay Item	Pay Unit Symbol
640	Curb Painting, _____ color	LFT
	Line, _____, _____, _____, _____ in. _____ material type color width	LFT
	Line, Remove	LFT
	Pavement Message Marking, _____, _____ material message	EACH
	Pavement Message Marking, Remove	SYS
	Prismatic Reflector	EACH

	Retro-Reflectivity Testing	LS
	Snowplowable Raised Pavement Marker	EACH
650	Snowplowable Raised Pavement Marker, Remove	EACH
	Transverse Marking, _____, _____, _____ in	LFT
	material color width	
	Transverse Marking, Remove	LFT

No additional payment will be made for the removal and or replacement of markings that fail to meet the performance or warranty conditions of 808.07 and 808.09.

660 The cost of removal of existing prismatic reflectors shall be included in the cost of prismatic reflectors.

Beads, binder material for thermoplastic and preformed plastic, adhesive for snowplowable markers, patching material for snowplowable marker removal, pavement cleaning and surface preparation, and all necessary incidentals shall be included in the cost of the pay items.

The cost of grooving prior to placing extended warranty preformed plastic shall be included in the cost of the pay item.

SECTION 809 – ITS CONTROLLER CABINETS AND FOUNDATIONS

809.01 Description

This work shall consist of furnishing and installing ITS cabinets and foundations in accordance with 105.03.

MATERIALS

809.02 Materials

10 Materials shall be in accordance with the following:

ITS Controller Cabinet	925
Padlock	925.04(aa)

Materials for ITS cabinet foundations shall be in accordance with 805.02.

CONSTRUCTION REQUIREMENTS

809.03 General

20 ITS cabinet foundations shall be installed in accordance with 805.13.

A seal of silicone caulking compound shall be placed between each controller cabinet and the concrete foundation after the cabinet placement.

808.09.1

For the terms of the warranty a unit shall be defined as a 1,000 ft section of line of specified width in any combination or pattern.

430 The warranty period shall be 180 days beginning with the substantial completion date for the contract as defined in 101.59, but not prior to November 1 of the calendar year in which the last pavement markings were installed. If more than 3% of a unit or 3% of the total of any one intersection or set of transverse markings fails, the failed portion shall be replaced. All pavement markings required to be replaced under the terms of this warranty shall be replaced within 60 days of the notification of failure.

808.09.1 Extended Warranty for Preformed Plastic Pavement Marking Material

440 Extended warranty markings shall be warranted for a period of two years beginning with the substantial completion date for the contract as defined in 101.59. The markings will be subject to snowplowing and deicing chemicals. The material shall be warranted to retain its color, retro-reflectivity, and durability and shall be free of other obvious defects or failures.

For the terms of the warranty a unit shall be defined as a 1,000 ft section of line of specified width in any combination or pattern.

450 The retained retro-reflectivity, mcd/m²/lx, as determined by ITM 931 shall meet or exceed the minimum values at all times during the warranty period as follows:

Year	White	Yellow
1	400	300
2	300	200

When a unit of markings is found to have an average retro-reflectivity reading below the required value, the entire unit of markings shall be removed and replaced. If more than 5% of a unit of markings fails due to color or durability, the entire unit shall be removed and replaced.

All pavement markings required to be replaced under the terms of this warranty shall be replaced within 60 days of the notification of failure.

460 808.10 Removal of Pavement Markings

Pavement markings which conflict with revised traffic patterns and may confuse motorists shall be removed immediately before, or immediately following, any change in traffic patterns as directed or approved.

Removal of pavement markings shall be to the fullest extent possible without materially damaging the pavement surface. Pavement marking removal methods shall be sandblasting, steel shot blasting, waterblasting, grinding or other approved mechanical means. Grooving will not be allowed. Grinding will only be allowed

under the following conditions:

470

- (a) when removing durable pavement markings, or
- (b) when removing non-durable markings where another course of material is to be placed on the existing course.

Painting over existing pavement markings to obliterate them will not be allowed.

480 When a blast method is used to remove pavement markings, the residue, including sand, dust and marking material, shall be vacuumed concurrently with the blasting operation or removed by other approved methods. Accumulation of sand, dust or other residual material, which might interfere with drainage or constitute a traffic hazard, will not be allowed.

All damage to the pavement caused by pavement marking removal shall be repaired by approved methods with no additional payment.

808.11 Snowplowable Raised Pavement Markers

Snowplowable raised pavement markers shall be used as supplemental delineation at the locations shown on the plans or as directed.

490

(a) Surface Preparation

The pavement or bridge deck surface shall be cleaned of dirt, dust, oil, grease, moisture, curing compound, and loose or unsound layers of all materials which would interfere with the proper bonding of the marker to the pavement or bridge deck.

(b) Location

500 Marker locations shall be accurately laid out and approved prior to the installation operation. Markers shall not be located on surfaces that show visible evidence of cracking, checking, spalling or failure of underlying materials. Markers shall not be located within the intersection of a public road. Any marker location, which falls on any of the restricted areas, shall be moved a longitudinal distance not to exceed 10% of the required marker spacing. If this adjusted location still falls within a restricted area, then that marker location shall be deleted. Marker locations shall be as shown on the plans.

(c) Reflector Color

510 The color combinations of the reflectors shall be as shown on the plans unless otherwise directed. When replacement prismatic reflectors are specified, such reflectors shall not be ordered until the quantity and color combinations have been determined and approved.

(a) Center Lines

Center lines shall be used to separate lanes of traffic moving in opposite directions. All center line markings shall be yellow in color and 4 in. in width. They shall be placed such that the edge of the marking, nearest to the geometric centerline of the roadway, shall be offset 4 in. from the geometric centerline.

- 80 The center line of a multi-lane roadway shall be marked with a double solid line. The two lines forming the double solid line shall be spaced 8 in. apart and shall be equally offset on opposite sides of the geometric centerline.

The center line of a two-lane, two-way roadway, where passing is allowed in both directions, shall be marked with a broken line.

- 90 The center line of a two-lane, two-way roadway, where passing is allowed in one direction only, shall be marked with a double line, consisting of a broken line and a solid line. The broken line and the solid line shall be spaced 8 in. apart and shall be equally offset on opposite sides of the geometric centerline. The solid line shall be offset toward the lane where passing is prohibited. The broken line shall be offset toward the lane where passing is allowed.

(b) Lane Lines

- 100 Lane lines shall be used to separate lanes of traffic moving in the same direction. Normal width lane line markings shall be white in color and shall be 5 in. wide on interstates and freeways, and 4 in. wide on all other roads. They shall be offset 4 in. to the right of longitudinal pavement joints or divisions between traffic lanes. Wide lane lines for lane drops, route splits, or auxiliary lanes shall be white in color and shall be 8 in. wide. White solid lines shall be used to mark lane lines only when specified or directed.

(c) Edge Lines

Edge lines shall be used to outline and separate the edge of pavement from the shoulder. Edge line markings shall be 4 in. in width and shall be placed such that the edge of the marking nearest the edge of the pavement shall be offset 4 in. from the edge of the pavement except as otherwise directed. Right edge lines shall be marked with a white solid line and left edge lines shall be marked with a yellow solid line.

- 110 **(d) Barrier Lines**

Barrier lines shall be used as specified or directed. Barrier line markings shall be solid lines of the size and color specified or as directed.

808.05 Transverse Markings

- (a) Transverse marking lines shall be used as specified or directed to delineate channelizing lines, stop lines, crosswalk lines, and parking limit lines. The markings shall consist of all necessary lines, of the

120

width specified or directed and shall be in accordance with the MUTCD.

- (b) Pavement message marking shall be used as specified or directed for railroad crossing approaches, intersection approaches, crosswalk approaches, handicap parking spaces, and other messages applied to the pavement with pavement marking material. The markings shall consist of all necessary lines, words, and symbols as specified or directed, and shall be in accordance with the MUTCD.

808.06 Curb Markings

- 130 Curb markings shall consist of reflectorized paint which shall cover the face and top of the curb. The existing curb and gutter area shall be cleaned of dirt, dust, oil, grease, moisture, curing compound, and unsound layers of other materials before paint is applied to the curb surface.

808.07 Pavement Marking Material Application, Equipment, and Performance Requirements

- 140 All double line markings, such as a no passing zone or the center line of an undivided multi-lane roadway, shall be applied in one pass. When a hand propelled machine is used, the single pass application of double line markings will not be required and control points shall be spaced at a maximum of 10 ft longitudinally.

For contracts with completion dates when conditions do not enable application of the specified marking materials, other materials may be substituted with an appropriate unit price adjustment if approved by the Engineer.

- 150 Markings shall be installed in accordance with the manufacturer's recommendations, except that the minimum requirements stated herein shall also apply. Products specifically designed for application temperatures below the stated minimums herein are not required but may be used if approved by the Engineer. When directed, the Contractor shall provide the Department with original copies of all necessary current manufacturer's installation manuals prior to beginning installation work, and no installation work shall begin prior to the Department's receipt of these manuals. These manuals shall become the property of the Department.

The markings shall be protected from traffic until dry to eliminate tracking.

The markings shall meet or exceed the following performance criteria:

- 160
1. Color. The daytime and nighttime color of the applied markings shall be in accordance with ASTM D 6628 when determined in accordance with ASTM E 811 and E 1349.
 2. Durability. The pavement markings shall have a minimum resistance to wear of 97% in accordance with ASTM D 913.

Snowplowable raised pavement markers will be measured by the number placed or removed. Prismatic reflectors will be measured by the number furnished and installed. Each two-way prismatic reflector will be measured as one reflector. No measurement will be made of the adhesive or the hole patching material used in the placement or removal of snowplowable raised pavement markers.

808.13 Basis of Payment

610 Lines and transverse markings placed will be paid for at the contract unit price per linear foot for the material, type, color, and width specified. Curb markings will be paid for at the contract unit price per linear foot for curb painting, of the color specified. Pavement message markings placed will be paid for at the contract unit price per each, for the material and message specified. Lines and transverse markings removed will be paid for at the contract unit price per linear foot. Pavement message markings removed will be paid for at the contract unit price per square yard.

620 Snowplowable raised pavement markers, furnished and installed, or removed will be paid for at the contract unit price per each. Prismatic reflectors will be paid for at the contract unit price per each. Each two-way prismatic reflector will be paid for as one reflector.

630 Payment for furnishing, calibrating, and operating retro-reflectivity testing equipment will be paid for at the contract price for lump sum. The cost of report preparation shall be included in the cost of retro-reflectivity testing. Adjustments to the contract payment with respect to retro-reflectivity of performance based pavement markings will be included in a quality adjustment in accordance with 109.05.1. The Engineer may waive retro-reflectivity testing due to weather limitations. Retro-reflectivity testing will be waived for markings applied after October 31 and before April 1. If retro-reflectivity testing is waived, no payment will be made for retro-reflectivity testing and no quality adjustment for retro-reflectivity will be made. If retro-reflectivity testing is not performed and is not waived by the Engineer due to weather, no payment will be made for retro-reflectivity testing and payment for the marking items will be made at 70% of the unit price.

Payment will be made under:

Pay Item	Pay Unit Symbol
Curb Painting, _____ color	LFT
Line, _____, _____, _____, _____ in. material type color width	LFT
Line, Remove	LFT
Pavement Message Marking, _____, _____ material message	EACH
Pavement Message Marking, Remove	SYS
Prismatic Reflector	EACH

	Retro-Reflectivity Testing	LS
	Snowplowable Raised Pavement Marker	EACH
650	Snowplowable Raised Pavement Marker, Remove	EACH
	Transverse Marking, _____, _____, _____ in.	LFT
	material color width	
	Transverse Marking, Remove	LFT

No additional payment will be made for the removal and or replacement of markings that fail to meet the performance or warranty conditions of 808.07 and 808.09.

660 The cost of removal of existing prismatic reflectors shall be included in the cost of prismatic reflectors.

Beads, binder material for thermoplastic and preformed plastic, adhesive for snowplowable markers, patching material for snowplowable marker removal, pavement cleaning and surface preparation, and all necessary incidentals shall be included in the cost of the pay items.

The cost of grooving prior to placing extended warranty preformed plastic shall be included in the cost of the pay item.

SECTION 809 – ITS CONTROLLER CABINETS AND FOUNDATIONS

809.01 Description

This work shall consist of furnishing and installing ITS cabinets and foundations in accordance with 105.03.

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809.02 Materials

10 Materials shall be in accordance with the following:

ITS Controller Cabinet	925
Padlock	925.04(aa)

Materials for ITS cabinet foundations shall be in accordance with 805.02.

CONSTRUCTION REQUIREMENTS

809.03 General

20 ITS cabinet foundations shall be installed in accordance with 805.13.

A seal of silicone caulking compound shall be placed between each controller cabinet and the concrete foundation after the cabinet placement.

For the terms of the warranty a unit shall be defined as a 1,000 ft section of line of specified width in any combination or pattern.

- 430 The warranty period shall be 180 days beginning with the substantial completion date for the contract as defined in 101.59, but not prior to November 1 of the calendar year in which the last pavement markings were installed. If more than 3% of a unit or 3% of the total of any one intersection or set of transverse markings fails, the failed portion shall be replaced. All pavement markings required to be replaced under the terms of this warranty shall be replaced within 60 days of the notification of failure.

808.09.1 Extended Warranty for Preformed Plastic Pavement Marking Material

- 440 Extended warranty markings shall be warranted for a period of two years beginning with the substantial completion date for the contract as defined in 101.59. The markings will be subject to snowplowing and deicing chemicals. The material shall be warranted to retain its color, retro-reflectivity, and durability and shall be free of other obvious defects or failures.

For the terms of the warranty a unit shall be defined as a 1,000 ft section of line of specified width in any combination or pattern.

- 450 The retained retro-reflectivity, mcd/m²/lx, as determined by ITM 931 shall meet or exceed the minimum values at all times during the warranty period as follows:

Year	White	Yellow
1	400	300
2	300	200

When a unit of markings is found to have an average retro-reflectivity reading below the required value, the entire unit of markings shall be removed and replaced. If more than 5% of a unit of markings fails due to color or durability, the entire unit shall be removed and replaced.

All pavement markings required to be replaced under the terms of this warranty shall be replaced within 60 days of the notification of failure.

460 808.10 Removal of Pavement Markings

Pavement markings which conflict with revised traffic patterns and may confuse motorists shall be removed immediately before, or immediately following, any change in traffic patterns as directed or approved.

Removal of pavement markings shall be to the fullest extent possible without materially damaging the pavement surface. Pavement marking removal methods shall be sandblasting, steel shot blasting, waterblasting, grinding or other approved mechanical means. Grooving will not be allowed. Grinding will only be allowed

under the following conditions:

470

- (a) when removing durable pavement markings, or
- (b) when removing non-durable markings where another course of material is to be placed on the existing course.

Painting over existing pavement markings to obliterate them will not be allowed.

480 When a blast method is used to remove pavement markings, the residue, including sand, dust and marking material, shall be vacuumed concurrently with the blasting operation or removed by other approved methods. Accumulation of sand, dust or other residual material, which might interfere with drainage or constitute a traffic hazard, will not be allowed.

All damage to the pavement caused by pavement marking removal shall be repaired by approved methods with no additional payment.

808.11 Snowplowable Raised Pavement Markers

490 Snowplowable raised pavement markers shall be used as supplemental delineation at the locations shown on the plans or as directed.

(a) Surface Preparation

The pavement or bridge deck surface shall be cleaned of dirt, dust, oil, grease, moisture, curing compound, and loose or unsound layers of all materials which would interfere with the proper bonding of the marker to the pavement or bridge deck.

(b) Location

500 Marker locations shall be accurately laid out and approved prior to the installation operation. Markers shall not be located on surfaces that show visible evidence of cracking, checking, spalling or failure of underlying materials. Markers shall not be located within the intersection of a public road. Any marker location, which falls on any of the restricted areas, shall be moved a longitudinal distance not to exceed 10% of the required marker spacing. If this adjusted location still falls within a restricted area, then that marker location shall be deleted. Marker locations shall be as shown on the plans.

(c) Reflector Color

510 The color combinations of the reflectors shall be as shown on the plans unless otherwise directed. When replacement prismatic reflectors are specified, such reflectors shall not be ordered until the quantity and color combinations have been determined and approved.

(a) Center Lines

Center lines shall be used to separate lanes of traffic moving in opposite directions. All center line markings shall be yellow in color and 4 in. in width. They shall be placed such that the edge of the marking, nearest to the geometric centerline of the roadway, shall be offset 4 in. from the geometric centerline.

- 80 The center line of a multi-lane roadway shall be marked with a double solid line. The two lines forming the double solid line shall be spaced 8 in. apart and shall be equally offset on opposite sides of the geometric centerline.

The center line of a two-lane, two-way roadway, where passing is allowed in both directions, shall be marked with a broken line.

- 90 The center line of a two-lane, two-way roadway, where passing is allowed in one direction only, shall be marked with a double line, consisting of a broken line and a solid line. The broken line and the solid line shall be spaced 8 in. apart and shall be equally offset on opposite sides of the geometric centerline. The solid line shall be offset toward the lane where passing is prohibited. The broken line shall be offset toward the lane where passing is allowed.

(b) Lane Lines

- 100 Lane lines shall be used to separate lanes of traffic moving in the same direction. Normal width lane line markings shall be white in color and shall be 5 in. wide on interstates and freeways, and 4 in. wide on all other roads. They shall be offset 4 in. to the right of longitudinal pavement joints or divisions between traffic lanes. Wide lane lines for lane drops, route splits, or auxiliary lanes shall be white in color and shall be 8 in. wide. White solid lines shall be used to mark lane lines only when specified or directed.

(c) Edge Lines

Edge lines shall be used to outline and separate the edge of pavement from the shoulder. Edge line markings shall be 4 in. in width and shall be placed such that the edge of the marking nearest the edge of the pavement shall be offset 4 in. from the edge of the pavement except as otherwise directed. Right edge lines shall be marked with a white solid line and left edge lines shall be marked with a yellow solid line.

- 110 **(d) Barrier Lines**

Barrier lines shall be used as specified or directed. Barrier line markings shall be solid lines of the size and color specified or as directed.

808.05 Transverse Markings

- (a) Transverse marking lines shall be used as specified or directed to delineate channelizing lines, stop lines, crosswalk lines, and parking limit lines. The markings shall consist of all necessary lines, of the

120

width specified or directed and shall be in accordance with the MUTCD.

- (b) Pavement message marking shall be used as specified or directed for railroad crossing approaches, intersection approaches, crosswalk approaches, handicap parking spaces, and other messages applied to the pavement with pavement marking material. The markings shall consist of all necessary lines, words, and symbols as specified or directed, and shall be in accordance with the MUTCD.

808.06 Curb Markings

- 130 Curb markings shall consist of reflectorized paint which shall cover the face and top of the curb. The existing curb and gutter area shall be cleaned of dirt, dust, oil, grease, moisture, curing compound, and unsound layers of other materials before paint is applied to the curb surface.

808.07 Pavement Marking Material Application, Equipment, and Performance Requirements

- 140 All double line markings, such as a no passing zone or the center line of an undivided multi-lane roadway, shall be applied in one pass. When a hand propelled machine is used, the single pass application of double line markings will not be required and control points shall be spaced at a maximum of 10 ft longitudinally.

For contracts with completion dates when conditions do not enable application of the specified marking materials, other materials may be substituted with an appropriate unit price adjustment if approved by the Engineer.

- 150 Markings shall be installed in accordance with the manufacturer's recommendations, except that the minimum requirements stated herein shall also apply. Products specifically designed for application temperatures below the stated minimums herein are not required but may be used if approved by the Engineer. When directed, the Contractor shall provide the Department with original copies of all necessary current manufacturer's installation manuals prior to beginning installation work, and no installation work shall begin prior to the Department's receipt of these manuals. These manuals shall become the property of the Department.

The markings shall be protected from traffic until dry to eliminate tracking.

The markings shall meet or exceed the following performance criteria:

- 160
1. Color. The daytime and nighttime color of the applied markings shall be in accordance with ASTM D 6628 when determined in accordance with ASTM E 811 and E 1349.
 2. Durability. The pavement markings shall have a minimum resistance to wear of 97% in accordance with ASTM D 913.

24 July 2017

WORK ORDER

Justin Patterson
Project Manager
Milestone Contractors, L.P.
4755 Arlington Rd., Bloomington, IN 47404

RE: Contract R-37423, Change Order 001

SUBJECT: Issuance of Work Order to perform work for removal of 6" and 24" Transverse Markings.

Milestone Contractors, L.P. is directed to perform all work as described below:

- **Scope of Work** - Remove all 6" and 24" Transverse Markings as necessary to place new pavement markings as indicated on the plans. Areas affected are the intersections of 6th & Indiana, 4th & Dunn, and 4th & Indiana.
- **Affected Existing Pay Items** - Item CLN 0042, Line, Remove (Item will be removed from the contract) (-567 LFT, Unit Price \$1.50) – Adjustment of (-\$850.50)
- **Added Pay Items** - Item CLN 0044, Transverse Marking, Remove, 6" – 325 LFT at \$2.20 per LFT – Adjustment of \$715.00 ; Item CLN 0045 Transverse Marking, Remove, 24" – 596 LFT at \$4.40 per LFT – Adjustment of \$2,622.40;
- **Total Monetary Adjustment:** \$2,487.40
- **Total Contract Time Adjustment** - NONE
- **Date Work Expected to Begin** - After 31 July 2017.

Change Order 001 will be forthcoming to modify Contract R-37423 in accordance with the above.

If there are questions or concerns regarding this work order, contact the undersigned at 317.617.3608 or tslater@lochgroup.com.

Thank you,



Travis Slater
Lochmueller Group
Project Supervisor

Cc: Rachel Wren, INDOT AE
Zach Hicks, INDOT PM
Roy Aten, City of Bloomington, PM
File

Unit Tabs: Section 800

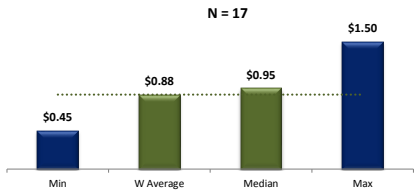
1) Select One Item

2) Enter at least 3 Ranges, Refresh

3) Optional: Select % of Price Range

4) Enter New Price

Enter Contract Num to Get Data:



Filtered Data		*2) Enter Range
Min Quantity:	300	200
Max Quantity:	1000	1000
Min Award:	\$277,435	\$200,000
Max Award:	\$882,158	\$925,000
From Year	2014	2014
Until Year	2017	2017

N:	17
Min:	\$0.45
Max:	\$1.50
Straight Av.:	\$0.89
Weighted Av.:	\$0.88
Median	\$0.95
Std Dev.	\$0.29

*3) Optional : % of Price Range to be included (Default 50%):

50.0%

(or: +/- 25% from average)

from:

to:

\$0.83

< 50% Range <

\$0.93

\$0.73

< 95% Confid. <

\$1.03

(95% or +/- 47.5 % from average)

Unit:

*4) New Price:

\$2.20

Outside 95% limit

Optio...

C

F

G

L

S

V

Optional...

20...

20...

20...

20...

Optional...

B

R

...

*1) Select one Item

Clear Ranges

Search Box: Transverse Marking remove

17 Lines for the Pay Item, 17 Within Ranges

48949 lines

#N/A

Pre	Contract	Work Type	No of Des	Item No	Item Desc	Item Supp	Unit	Unit Price	Quantity	Amount	Dist	County	Letting Year	Letting Date	Award Date	Award Amount	Prime Contractor	Range?
B	32911	Bridge Deck Reconstruction	1	808-06716	Line Remove		LFT	\$0.95	300	\$285.00	C	Hendricks	2015	10/07/2015	10/16/2015	\$724,534	Beaty Construction Inc	Yes
R	33697	Lighting	2	808-06716	Line Remove		LFT	\$0.45	985	\$443.25	C	Tippecanoe	2017	01/19/2017	02/07/2017	\$542,271	Rieth Riley Construction	Yes
R	34587	Safety Revisions	2	808-06716	Line Remove		LFT	\$1.25	730	\$912.50	C	Benton	2015	08/19/2015	08/27/2015	\$277,435	Yates Construction Inc	Yes
B	34627	Bridge Rehabilitation And R	1	808-06716	Line Remove		LFT	\$1.00	837	\$837.00	S	Washington	2015	03/04/2015	03/13/2015	\$774,725	E & B Paving Inc	Yes
B	34838	Bridge Rehabilitation And R	1	808-06716	Line Remove		LFT	\$0.95	693	\$658.35	V	Spencer	2015	03/04/2015	03/17/2015	\$521,549	American Contracting & Services	Yes
B	34910	Bridge Rehabilitation And R	1	808-06716	Line Remove		LFT	\$1.00	932	\$932.00	V	Dubois	2014	01/15/2014	02/21/2014	\$311,823	American Contracting & Services	Yes
B	34912	Bridge Deck Reconstruction	1	808-06716	Line Remove		LFT	\$0.75	915	\$686.25	V	Orange	2014	01/15/2014	01/23/2014	\$366,737	American Contracting & Services	Yes
B	34993	Bridge Rehabilitation And R	2	808-06716	Line Remove		LFT	\$1.01	360	\$363.60	C	Benton	2015	10/07/2015	10/16/2015	\$623,930	His Constructors Inc	Yes
B	35279	Bridge Rehabilitation And R	1	808-06716	Line Remove		LFT	\$1.20	935	\$1,122.00	C	Tippecanoe	2014	10/08/2014	10/29/2014	\$520,711	Yates Construction Inc	Yes
RS	35283	Pavement Repair Or Rehabil	1	808-06716	Line Remove		LFT	\$0.50	720	\$360.00	C	Clinton	2015	03/04/2015	03/13/2015	\$599,930	E & B Paving Inc	Yes
R	36002	Intersection Improvement	1	808-06716	Line Remove		LFT	\$1.10	431	\$474.10	S	Bartholomew	2017	03/01/2017	03/27/2017	\$437,816	Milestone Contractors Lp	Yes
B	37201	Bridge Rehabilitation And R	2	808-06716	Line Remove		LFT	\$0.87	1000	\$870.00	S	Floyd	2015	07/08/2015	07/15/2015	\$292,994	His Constructors Inc	Yes
B	37408	Bridge Rehabilitation And R	7	808-06716	Line Remove		LFT	\$0.50	575	\$287.50	C	Clay	2016	03/02/2016	03/08/2016	\$882,158	Clr Inc	Yes
R	37423	Traffic, Other	1	808-06716	Line Remove		LFT	\$1.50	567	\$850.50	S	Monroe	2017	03/01/2017	03/14/2017	\$509,436	Milestone Contractors Lp	Yes
RS	37593	Pavement Repair Or Rehabil	1	808-06716	Line Remove		LFT	\$0.68	800	\$544.00	V	Various (Obsolete)	2014	08/06/2014	08/13/2014	\$616,551	J H Rudolph & Company	Yes
R	37917	Roadside Work, Other	1	808-06716	Line Remove		LFT	\$0.53	546	\$289.38	C	Tippecanoe	2017	02/08/2017	03/10/2017	\$630,700	Milestone Contractors Lp	Yes
RS	39098	Resurface	1	808-06716	Line Remove		LFT	\$0.90	918	\$826.20	S	Jefferson	2017	04/05/2017	04/19/2017	\$279,390	Paul H Rohe Company	Yes

Unit Tabs: **Section 800**

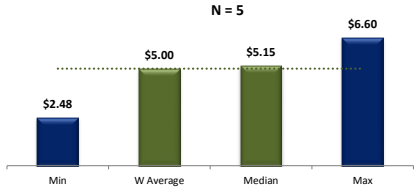
1) Select One Item

2) Enter at least 3 Ranges, **Refresh**

3) *Optional:* Select % of Price Range

4) Enter New Price

Enter Contract Num to Get Data:



Filtered Data		*2) Enter Range
Min Quantity:	315	200
Max Quantity:	639	1000
Min Award:	\$245,715	\$200,000
Max Award:	\$790,498	\$1,000,000
From Year	2015	2014
Until Year	2017	2017

Clear Ranges

N:

5

Min:

\$2.48

Max:

\$6.60

Straight Av.:

\$5.05

Weighted Av.:

\$5.00

Median

\$5.15

Std Dev.

\$1.57

*3) *Optional* : % of Price Range to be included (Default 50%):

50.0%

(or: +/- 25% from average)

from:

\$4.48

< 50% Range <

\$5.52

to:

\$3.05

< 95% Confid. <

\$6.96

(95% or +/- 47.5 % from average)

Unit:

*4) New Price:

\$4.40

At -27.9% from average (within 95% range)

Optio...

C

G

L

S

V

Optional...

20...

20...

Optional...

...

T

summary chart.

#N/A

*1) Select one Item

Search Box:

Transverse Marking remove

5 Lines for the Pay Item, 5 Within Ranges

48949 lines

#N/A

Pre	Contract	Work Type	No of Des	Item No	Item Desc	Item Supp	Unit	Unit Price	Quantity	Amount	Dist	County	Letting Year	Letting Date	Award Date	Award Amount	Prime Contractor	Range?
T	35176	Signs, Lights, Signals And Ma	1	808-06368	Transverse Marking Remove		LFT	\$6.00	315	\$1,890.00	C	Vigo	2015	09/02/2015	09/10/2015	\$354,558	Michiana Contracting Inc	Yes
T	35388	Signs, Lights, Signals And Ma	1	808-06368	Transverse Marking Remove		LFT	\$5.15	580	\$2,987.00	S	Bartholomew	2015	10/07/2015	10/22/2015	\$473,062	Midwestern Electric Inc	Yes
RS	37946	Pavement Repair Or Rehabil	1	808-06368	Transverse Marking Remove		LFT	\$6.60	639	\$4,217.40	S	Franklin	2016	04/06/2016	05/16/2016	\$245,715	Dave Omara Contractor Inc	Yes
T	38070	Traffic Signals	1	808-06368	Transverse Marking Remove		LFT	\$2.48	564	\$1,398.72	V	Various	2016	03/02/2016	03/08/2016	\$470,940	Hummel Electric Inc	Yes
T	38340	Traffic Signals	2	808-06368	Transverse Marking Remove		LFT	\$5.00	624	\$3,120.00	S	Monroe	2017	04/05/2017	04/19/2017	\$790,498	E & B Paving Inc	Yes

Page 1 of 1



Board of Public Works Staff Report

Project/Event: Approve Change Order #2 for the Downtown Curb Ramp Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 09/19/2017

Report: Change Order #2 for the Downtown Curb Ramp Project is a result of an unforeseen site condition discovered during construction. During excavation on the southeast corner of 3rd and Grant, Milestone discovered an existing six inch downspout drain that was not shown on the plans. The downspout pipe was shallow and needed to be relocated in order for the new curb ramp to be installed. The cost of this work is an addition of \$964.00 to the contract price.

Recommendation and Supporting Justification: The City and INDOT staff have reviewed the change order and are recommending approval.

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

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -37423

AE:Wren, Rachel

Letting Date:03/01/2017

PE/S:Slater, Travis

Status:Draft

Change Order Information

Date Generated: 08/18/2017

Change Order No.: 002

Date Approved: 00/00/0000

EWA: Y or Force Acct: N

Reason Code: CHANGED COND, Constructability Related

Description: Structure Adjustment at 3rd & Grant

Original Contract Amount

\$ 509,436.00

Current Change Order Amount

\$ 964.00

Percent: 0.189 %

Total Previous Approved Changes

\$ 0.00

Percent: 0.000 %

Total Change To-Date

\$ 964.00

Percent: 0.189 %

Modified Contract Amount

\$ 510,400.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000

or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N, Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -37423

INDIANA

Date:08/23/2017

Change Order No:002

Department of Transportation

Page: 3

Contract: R -37423
Project: 1400166 - State:140016600LC5
Change Order Nbr: 002
Change Order Description: Structure Adjustment at 3rd & Grant
Reason Code: CHANGED COND, Constructability Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
0046	1400166	0046	725-10245	EACH	964.000	1.000	C	Amount:\$ 964.00

Item Description: PERPETUATION EXISTING PIPE

Supplemental Description1: Lower 6 IN Drain

Supplemental Description2:

Total Value for Change Order 002 = \$ 964.00

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

General or Standard Change Order Explanation

During excavation on the SE corner of 3rd and Grant, Milestone discovered an existing 6 IN downspout drain, not shown on the plans, for the adjacent building. The downspout is shallow and will be in conflict with the proposed sidewalk ramp. Said downspout will need to be lowered in order to build the ramp transition within slope grade requirements. The costs associated with this change order have been reviewed and are reflective of the work performed, hours, and equipment charged. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item*****
It is the intent of the parties that this change order is full and complete compensation for the work describe above.

Notification and consent to this change order is hereby acknowledged.

Contractor:

Milestone Contractors L.P.

Signed By:



Date:

8/28/17*****
NOTE: Other required State and FHWA signatures will be obtained electronically through the SiteManager system.

Contract No:R -37423
Change Order No:002

INDIANA
Department of Transportation

Date:08/23/2017
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

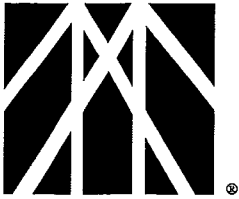
_____ (SIGNATURE)	_____ (TITLE)	_____ (DATE)
_____ (SIGNATURE)	_____ (TITLE)	_____ (DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level	Name of Approver	Date	Status
----------------	------------------	------	--------



Milestone

6/26/17

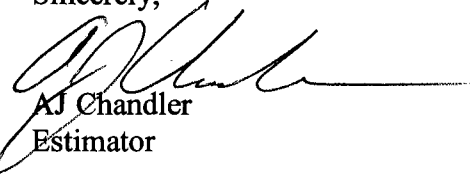
Mr. Travis Slater
Project Supervisor
3502 Woodview Trace, Suite 150
Indianapolis, IN 46268

Project: R-37423-A
Subject: PCO #1, 6" Storm Pipe

Mr. Slater,

Attached is pricing for 6" storm sewer work on the project to tie in previously unknown piping. The total requested is \$964.00.

Sincerely,



AJ Chandler
Estimator

Enc.



Milestone Contractors, L.P.
4755 West Arlington Rd.
Bloomington, IN 47404
Phone: (812) 330-2037
Fax: (812) 330-2118

PCO Pricing Sheet

Date: June 26, 2017

www.milestonelp.com

Pages: 1

To: INDOT Seymour District
Attn: Mr. Stephen A. White
631 W. Morgan St
Spencer, IN 47460

Project: R-37423

Description: 6" SDR 35 Pipe

Est. No. B51544A

Ref: PCO 1

Labor:

Total Labor Cost from Estimate Sheet: \$ 334.00

Labor Subtotal \$ 334.00

Equipment:

Total Equipment Cost from Estimate Sheet: \$ 97.00

Equipment Subtotal \$ 97.00

Material:

Total Material Cost from Estimate Sheet: \$ 191.00

Material Subtotal \$ 191.00

Subcontractors:

Total Subcontractor cost from Attached Sheets: \$ 219.00

Subcontractor Subtotal \$ 219.00

Subtotal \$ 841.00

Labor Markup 20% \$ 66.80

Equipment Markup 12% \$ 11.64

Material Markup 12% \$ 22.92

Subcontractor Markup 10%/7% \$ 21.90

Total \$ **964**

EACH

**ANY ITEM NOT SPECIFICALLY STATED ABOVE SHALL BE CONSIDERED NOT INCLUDED IN OUR PROPOSAL.
PLEASE CALL FOR CLARIFICATIONS OR IF ADDITIONAL PRICING IS REQUESTED.**

Signature represents acceptance of this Proposal.

Signed:

Date:

Terms: Upon Receipt

Submitted By:

AJ Chandler
AJ Chandler

Approved By:

Printed:

Date

Date

Direct Cost Report

Activity Resource	Desc	Pcs	Quantity Unit	Unit Cost	Labor	Equip- Ment	Material	Supplie	Sub- Contract	Trucking
<hr/>										
BID ITEM = 1			Land Item	SCHEDULE: 1	100					
Description = 6" SDR 35			Unit =	LS	Takeoff Quan:	1.000	Engr Quan:	1.000		
<hr/>										
1	6" SDR 35		Quan:	1.00 LS	Hrs/Shift: 10.00	Cal: 510	WC: 1			
PIPE	Blank Pipe Crew		2.00 CH	Prod:	0.0000	Lab Pcs:	3.00	Eqp Pcs:	1.00	
2AGG8	Aggg AP #8	1.00	2.00 TON	11.500		23				
2FERN6	6" Fernco Coupler	1.00	2.00 EACH	19.000		38				
2SDR35456	SDR 35 45 deg 6"	1.00	2.00 EACH	53.000		106				
2SDR356	SDR 35 6"	1.00	14.00 LF	1.732		24				
5103	Haul Exc (HR)	1.00	2.00 HR	109.730						219
8EX1	Excavator - Small	1.00	2.00 HR	48.670		97				
HSUP	Hourly Superintendent	1.00	2.00 MH	35.050	120					
LAB	laborers	1.00	2.00 MH	23.220	90					
OPR	operator	1.00	2.00 MH	34.050	124					
\$841.70	6.0000 MH/LS		6.00 MH	[203.1]	334	97	191			219
0.2000 Shifts	5.0000 Un/Shift		0.1667 Unit/MH		333.65	97.34	191.25			219.46
<hr/>										
Item Totals: 1 - 6" SDR 35										
\$841.70	6.0000 MH/LS		6.00 MH	[203.1]	334	97	191			219
841.700	1 LS				333.65	97.34	191.25			219.46
<hr/>										
\$841.70	*** Report Totals ***		6.00 MH		334	97	191			219

>>> indicates Non Additive Activity

Report Notes:-----

The estimate was prepared with TAKEOFF Quantities.

This report shows TAKEOFF Quantities with the resources.

Bid Date: Owner: Engineering Firm:

Estimator-In-Charge:

JOB DOES NOT HAVE NOTES

* on units of MH indicate average labor unit cost was used rather than base rate.

[] in the Unit Cost Column = Labor Unit Cost Without Labor Burdens

In equipment resources, rent % and EOE % not = 100% are represented as XXX%YYY where XXX=Rent% and YYY=EOE%

Calendar Codes-----

508	40 HR WEEK (5 X 8)
509	45 HR WEEK (5 X 9)
510	50 HR WEEK (5 X 10) (Default Calendar)
511	55 HR WEEK (5 X 11)
512	60 HR WEEK (5 X 12)
513	65 HR WEEK (5 X 13)
514	70 HR WEEK (5 X 14)
608	48 HR WEEK (6 X 8)
609	54 HR WEEK (6 X 9)
610	60 HR WEEK (6 X 10)
611	66 HR WEEK (6 X 11)
612	72 HR WEEK (6 X 12)
613	78 HR WEEK (6 X 13)
614	84 HR WEEK (6 X 14)
800	SATURDAY ONLY (TIME & 1/2)
900	SUNDAY ONLY (DOUBLE TIME)

Adjustments for 5576 in All Saved Models

June 26, 2017

Caterpillar 308D CR SB

Crawler Mounted Hydraulic Excavators



Size Class:

8.1 - 11.0 MTons

Weight:

18,519 lbs.

Configuration for 308D CR SB

Bucket Capacity - Heaped	.4 cu yd	Operating Weight	8.4 mt
Net Horsepower	55.6 hp	Power Mode	Diesel

Blue Book Rates

** FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$5,015.00	\$1,405.00	\$350.00	\$53.00	\$21.05	\$49.54
Adjustments						
Region (Indiana: 99%)	(\$50.15)	(\$14.05)	(\$3.50)	(\$0.53)		
Model Year (2012: 97.9%)	(\$104.26)	(\$29.21)	(\$7.28)	(\$1.10)		
Ownership (100%)	-	-	-	-		
Operating (100%)	-	-	-	-		
Total:	\$4,860.59	\$1,361.74	\$339.22	\$51.37	\$21.05	\$48.67

Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	\$1,855.55/mo
Overhaul (ownership)	49%	\$2,457.35/mo
CFC (ownership)	7%	\$351.05/mo
Indirect (ownership)	7%	\$351.05/mo
Fuel (operating) @ 2.36	22%	\$4.72/hr

Revised Date: 2nd Half 2016

The equipment represented in this report has been exclusively prepared for JASON DIEBOLD (jason.diebold@milestonelp.com)

2017 RATES	PAY CLASS	YEAR	WAGE	H&W	PENSION	TRAINING	ICIAF	OTHER	ABUSE	BENEFITS	FICA	U.C.	W.C.	TOTAL
OPERATOR -103	OPR	2017	34.05	8.60	8.15	0.75	0.13		0.03	17.66	2.60	2.55	1.10	57.97
OILER -103	OPR	2017	31.41	8.60	8.15	0.75	0.13		0.03	17.66	2.40	2.36	1.10	54.93
CCO-103	OPR	2017	34.80	8.60	8.15	0.75	0.13		0.03	17.66	2.66	2.61	1.10	58.83
150 - 4 Co. Agrmt* (May 1)	OPR	2017	40.50	14.50	10.50	1.35	0.12	6.13	0.00	32.60	3.10	3.04	1.10	80.34
150 - 10 Co. Agrmt*	OPR	2017	30.20	14.40	7.75	0.45	0.13	3.40	0.03	26.16	2.31	2.27	1.10	62.04
181	OPR	2017	34.85	8.00	6.50	0.65	0.13		0.03	15.31	2.67	2.61	1.10	56.54
841	OPR	2017	31.80	9.00	6.95	1.00	0.13	3.40	0.03	20.51	2.43	2.39	1.10	58.23
LABORERS*	LAB	2017	23.22	6.00	7.50	0.55	0.13	0.25	0.03	14.46	1.78	1.74	1.10	42.30
SEWER PIPE LABORER	LSW	2017	24.22	6.00	7.50	0.55	0.13	0.25	0.03	14.46	1.85	1.82	1.10	43.45
SCREEDMAN	LAB	2017	24.22	6.00	7.50	0.55	0.13	0.25	0.03	14.46	1.85	1.82	1.10	43.45
FINISHER	LCF	2017	24.72	6.00	7.50	0.55	0.13	0.25	0.03	14.46	1.89	1.85	1.10	44.03
FOREMAN	LAB	2017	24.72	6.00	7.50	0.55	0.13	0.25	0.03	14.46	1.89	1.85	1.10	44.03
MID RATE FOREMAN	LAB	2017	28.88	6.00	7.50	0.55	0.13	0.25	0.03	14.46	2.21	2.17	1.10	48.82
HRRLY SUPERINTENDENT	HSUP	2017	35.05	6.00	7.50	0.55	0.13	0.25	0.03	14.46	2.68	2.63	1.10	55.92
COMBINATION MAN	LT	2017	29.76	6.00	7.50	0.55	0.13	0.25	0.03	14.46	2.28	2.23	1.10	49.83
TMSTERS: SNGL AXL	TMST	2017	28.16	10.35	3.94	0.40	0.13			14.82	2.15	2.11	1.10	48.35
LOWBOY TNDM TNDM	TMST	2017	28.51	10.35	3.94	0.40	0.13			14.82	2.18	2.14	1.10	48.75
LOWBOY TNDM TRI	TMST	2017	28.56	10.35	3.94	0.40	0.13			14.82	2.18	2.14	1.10	48.81
DISTRIBUTOR	TMST	2017	28.41	10.35	3.94	0.40	0.13			14.82	2.17	2.13	1.10	48.63
CARPENTERS:ZONE1A	CAR	2017	37.42	8.34	11.47	0.38	0.12	5.99	0.00	26.30	2.86	2.81	1.10	70.49
CARPENTERS:ZONE1B*	CAR	2017	27.25	8.75	8.37	0.43	0.13	1.43	0.03	19.14	2.08	2.04	1.10	51.62
ZONE 3A*	CAR	2017	27.14	8.70	9.69	0.43	0.13	1.42	0.03	20.40	2.08	2.04	1.10	52.75
ZONE 3B*	CAR	2017	26.03	8.70	9.69	0.43	0.13	1.42	0.03	20.40	1.99	1.95	1.10	51.47
ZONE 3C*	CAR	2017	25.59	8.70	9.69	0.43	0.13	1.42	0.03	20.40	1.96	1.92	1.10	50.97
ZONE 3D*	CAR	2017	25.89	8.70	9.69	0.43	0.13	1.42	0.03	20.40	1.98	1.94	1.10	51.31
Zone 4A*	CAR	2017	24.94	8.61	10.28	0.43	0.13	1.75	0.03	21.23	1.91	1.87	1.10	51.05
Zone 4B*	CAR	2017	24.59	8.60	10.56	0.43	0.13	1.43	0.03	21.18	1.88	1.84	1.10	50.60
ZONE 4C*	CAR	2017	25.09	8.60	9.86	0.43	0.13	1.63	0.03	20.68	1.92	1.88	1.10	50.67
Zone 4D*	CAR	2017	24.52	8.64	10.46	0.43	0.13	1.56	0.03	21.25	1.88	1.84	1.10	50.58
MECHANIC (NON-UNION)	MECH	2017	28.50	9.63						9.63	2.18	2.14	1.10	43.55
MECHANIC (UNION)	MECH	2017	34.40	8.60	8.15	0.75	0.13		0.03	17.66	2.63	2.58	1.10	58.37
Q/A		2017	25.85	9.63						9.63	1.98	1.94	1.10	40.50
SUPERINTENDENT	SUPT	2017	40.41	9.63						9.63	3.09	3.03	1.10	57.26
SURVEYOR		2017	35.15	9.63						9.63	2.69	2.64	1.10	51.21
SURVEY ASSISTANT		2017	23.22	6.00	7.50	0.55	0.13	0.25	0.03	14.46	1.78	1.74	1.10	42.30

*Laborers: Lake, Newton, Porter and LaPorte Countys add \$7.02 to wage

*Laborers: Jasper and Starke Counties add \$4.25 to wage

*Operator-150: 4 county agreement, Lake, Porter, LaPorte, St. Joseph **Vacation Fund included in earnings

*Operator-150: 10 county agreement, Elkhart, Kosciusko, Marshall, Noble, Fulton, LaGrange, Newton, Pulaski, Jasper, Starke

*Operator-841: Boone, Clay, Daviess, Fountain, Greene, Hendricks, Knox, Monroe, Montgomery, Morgan, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo, Warren

ZONE 1A: Lake,Porter, LaPorte, Starke, Pulaski, Newton, Jasper

*ZONE 1B: Benton, White, Pulaski, Warren, Tippecanoe, Carroll, Clinton

*ZONE 3A: Hamilton, Hancock, Hendricks, Marion, Johnson

*ZONE 3B:Vermillion, Vigo, Fountain, Parke, Clay, Montgomery, Putnam, Owen, Boone, Morgan,

*ZONE 3C: Brown, Shelby, Bartholomew, Rush, Decatur, Franklin, Johnson

*ZONE 3D:Madison, Blackford, Delaware, Henry, Jay, Randolph, Wayne, Fayette, Union

*ZONE 4A: Daviess, Gibson, Greene, Knox, Lawrence, Martin, Orange, Sullivan

*ZONE 4B: Crawford, Dubois, Perry, Pike, Posey, Spencer, Vanderburgh, Warrick



BLOOMINGTON QUARRY
1100 N. Oard Road
BLOOMINGTON, IN 47404
(812) 333-8560

Quotation No: 213233
Page 1 of 2

2/27/2017 9:40 AM

To: MILESTONE CONTRACTORS LP-5
SHANNON BROCK
1602 W 3rd St.
Bloomington, IN 47404

Customer #: 37209945
Office Phone: (812)330-2037
Cell Phone: (812)525-9245
Fax Number: (812)330-2118

Job Name: R-37423-A MONROE CO. CURB 2017

Bid Date: 02/27/2017

Location: F.O.B. BLOOMINGTON IN

Void Date: 03/29/2017

Other Info: Clean Fill site is By the load. Customer must certify material is free from contaminants.

Product Description	State Item #	Plant	TON	\$/TON@ PLANT
INDOT #2 STONE		BLOOMINGTON QUARRY	100.00	7.85
INDOT #11 STONE		BLOOMINGTON QUARRY	100.00	11.75
INDOT #8 STONE		BLOOMINGTON QUARRY	100.00	11.50
INDOT #53 STONE		BLOOMINGTON QUARRY	100.00	8.60
CLEAN FILL RECEIVED		BLOOMINGTON QUARRY	1.00	25.00
TOP SOIL		BLOOMINGTON QUARRY	100.00	15.00
NP #53 STONE DGA		BLOOMINGTON QUARRY	100.00	3.70

SALES TAX NOT INCLUDED

Sales Tax is charged on all transactions unless a valid Tax Exemption Certificate is on file.

By: _____ Date: _____

Chris Hill

Senior Sales Representative

chris.hill@rogersgroupinc.com

TERMS AND CONDITIONS:

ACCEPTANCE: This offer shall become void 30 days after the date first given above unless buyer accepts this offer prior to such expiration date. Acceptance shall be deemed given by buyer upon buyer's purchase of any product described above from seller prior to the expiration date of this offer. Delivery costs are subject to fuel surcharges if implemented by our haulers. It is expressly agreed that there are no promises, agreements, or understandings outside of this contract. No adjustments will be made for moisture.

TERMS OF PAYMENT: All accounts due 30 days from date of invoice and 1 1/2% per month service charge from that date will be added on all accounts owing over 30 days. Buyer shall be responsible for sales & use tax. Sales and use tax are not included in the quoted price(s).

REMEDIES: If this quote is given for a project of buyer, as evidenced by the project identification above, this quote shall be deemed given on the basis that buyer will purchase all of the estimated tons required for the project. Seller reserves the right to terminate any unfulfilled portion of this agreement without further liability of seller if buyer purchases quoted products from a source other than the seller in connection with the project. Individual unit prices may not be honored if entire package is not used.

PLEASE SIGN & RETURN

When ordering, please indicate any special instructions required for printing tickets, etc?

By: _____

Date: _____

Thank You.

SHOSHONE TRUCKING LLC

3115 W 300 S • Peru, IN 46970 • Phone (765) 689-8900 • Fax (765) 689-8903

February 23, 2017

Milestone Contractors LP
4755 W. Arlington Rd.
Bloomington, IN 47404

Fax: 812-330-2118
Ph: 812-355-2671

Attn: Shannon Brock/AJ Chandler

RE: R-37423-A Call#321 Curb & Ramps Bloomington, IN
RS-39135-A Call#491 SR48 Asphalt Resurface Monroe Co.

Please use the following rates for this project performed during the 2017 construction season:

Monday - Friday \$ 99.50 per hour

(overtime after 8.0 hours; additional \$21.00 per hour)

Saturday \$ 120.50 per hour

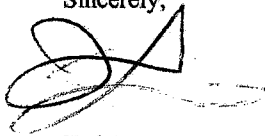
Show-up (2hr minimum). \$ 99.50 per hour

Show-up for Saturday (2hr minimum). \$120.50 per hour

Travel time of .5 hour should be good around Bloomington Area unless further out

We look forward to working with you in 2017. If you should have any questions please do not hesitate to give us a call.

Sincerely,



Ted Peters,
Field Supervisor

\$ 103.70
\$ 109.73 / 10 hr
w/ 1/2 hr
travel

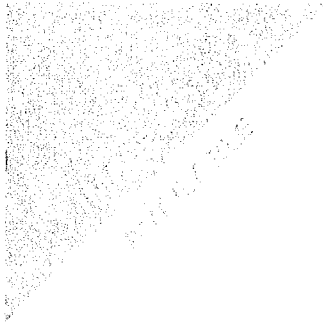
ASPHALT

WET BATCH

STONE

SAND

DIRT

**G1210006****6 PVC Sewer 45 Elbow Gasket X Gasket****Gpk Products**

Availability at warehouse:

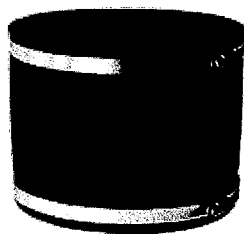
Indianapolis, IN - WW 1934

0 Unit of Measure: Each**Net Price: \$53.000****Added****FEATURES & SPECIFICATION**

Application	Sewer
Specifications - ASTM	ASTM D-3034
Specifications - CSA Certified	CSA B182
End Connection 1	Gasket
End Connection 2	Gasket
Fitting Size 1	6 in
Fitting Size 2	6 in
Material	Plastic
Material Type	PVC
Schedule/Class	SDR 35
Type	Straight

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Buyer is solely responsible for product selection.

CALIFORNIA NOTICE: Lavatory Faucets with flow rates over 0.5 gpm are not allowed for 'Public Use' in California.

**F105666****6 Cast Iron PVC X 6 Cast Iron PVC Coupling**

Fernco

Availability at warehouse:

Indianapolis, IN - WW 1934

9 Unit of Measure: Each**Net Price: \$19.000****Added****FEATURES & SPECIFICATION**

- Connects cast iron, plastic, copper, steel or lead to cast iron, plastic, copper, steel or lead
- Positive seal against infiltration and exfiltration
- Connects pipes of same or different sizes and materials quickly and easily
- Corrosion resistant and rust-proof
- Leak-proof, root-proof and resistant to chemicals, ultraviolet rays, fungus growth and sewer gases

Specifications - ASTM	ASTM C-1173
Specifications - CSA Certified	CSA B602
End Connection 1	Cast Iron
End Connection 2	Cast Iron;Plastic
Fitting Size 1	6 in
Fitting Size 2	6 in
Height	5-37/50 in
Length	7-19/50 in
Material	Plastic
Material Type	300L
Pressure - Maximum	4.3 psi
Maximum Temperature	140
Origin	Global
Pressure Class	4.3#
Type	Straight

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Buyer is solely responsible for product selection.

CALIFORNIA NOTICE: Lavatory Faucets with flow rates over 0.5 gpm are not allowed for 'Public Use' in California.



SDR35PU14

6 X 14 SDR35 PVC Gasket Joint Sewer Pipe

Diamond Plastics

Availability at warehouse:

Indianapolis, IN - WW 1934

15246 Unit of Measure: Foot

Net Price: \$1.732

Added

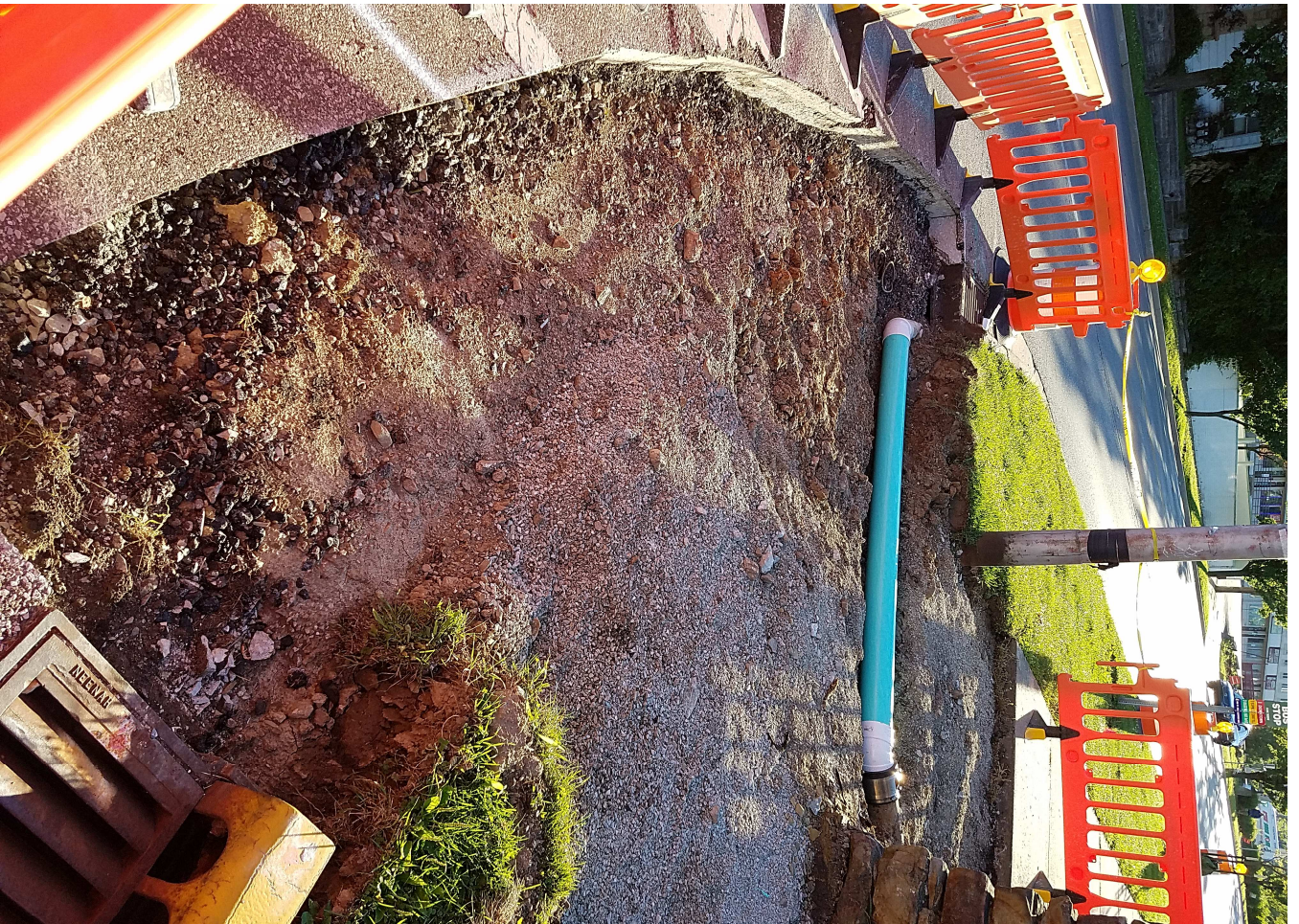
FEATURES & SPECIFICATION

- Male end beveled to facilitate joint assembly, spigot reference marked to ensure proper insertion depth
- Diamond furnished lubricant is to be used in the joining process
- Reiber Sealing System Technology

Application	Sewer
Specifications - ASTM	ASTM D-3034
End Connection 1	Gasket
End Connection 2	Gasket
Fire Suppression System Rated	No
Length	14 ft
Material	Plastic
Material Type	PVC
Pressure - Maximum	46 psi
Diameter - Outside	6-11/40 in
Pipe/Tubing Size	6 in
Pressure Class	46#
Schedule/Class	SDR 35
Type	Sewer
Wall Thickness	0.18 in
Waterworks PVC Pipe Type	SDR 35

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Buyer is solely responsible for product selection.

CALIFORNIA NOTICE: Lavatory Faucets with flow rates over 0.5 gpm are not allowed for 'Public Use' in California.







Board of Public Works Staff Report

Project/Event: Approve Change Order #3 for the Downtown Curb Ramp Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 09/19/2017

Report: Change Order #3 for the Downtown Curb Ramp Project is an administrative change order to the contract that deals with the method that the contractor must use in the submission of electronic payrolls. Beginning on July 1st, 2017, all contractors must submit their payrolls electronically on a weekly basis to INDOT. This change order alters the language in the contract that deals with payroll submission. There is no change in contract price or time with this change order.

Recommendation and Supporting Justification: The City and INDOT staff have reviewed the change order and are recommending approval.

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

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -37423

AE:Wren, Rachel

Letting Date:03/01/2017

PE/S:Slater, Travis

Status:Draft

Change Order Information

Date Generated: 08/18/2017

Change Order No.: 003

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only

Description: Electronic Submittal of Payrolls

Original Contract Amount

\$ 509,436.00

Current Change Order Amount

\$ 0.00

Percent: 0.000 %

Total Previous Approved Changes

\$ 0.00

Percent: 0.000 %

Total Change To-Date

\$ 0.00

Percent: 0.000 %

Modified Contract Amount

\$ 509,436.00

Time Extension Information

Date Initiated 00/00/0000

Date Completed 00/00/0000

Original Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____

SP Days Value \$ _____

Revised Contract Time

SS Completion Date 00/00/0000 or SS Calendar/Work Days 0

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority AE:_____ DCE:_____ SCE:_____ * DDCM:_____ *
(\$ per Change Order) (- LE \$ 250K-) (- LE \$ 750K -) (-- LE \$ 2 M --) (-- GT \$ 2 M --)
(Days per Contract) (50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)

Verbal Approval Required? Y / N If Y, by _____ Date Issued _____

Total Change To-Date>5%? Y / N If Y , Copy to Program Budget Manager _____

Scope/Design Recommendation Y / N If Y, Referred to Project Manager(PM) _____
Required?

Date to PM _____ Date Returned _____

Approval Authority Concurs with PM? Y / N If Y, Concurrence by _____ Date _____

If N, Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

LPA Signatures Required? Y / N If Y, Date to LPA _____ Date Returned _____

FHWA Signatures Required? Y / N If Y, Date to FHWA _____ Date Returned _____

* Field Engineer Recommendation (Required for SCE or DDCM Approval)

Field Engineer _____ Date _____

Comments: _____

Contract No:R -37423

INDIANA

Date:08/23/2017

Change Order No:003

Department of Transportation

Page: 3

Contract: R -37423
Project: State:140016600LC5
Change Order Nbr: 003
Change Order Description: Electronic Submittal of Payrolls
Reason Code: STANDARDS/SPECS CHANGE, Spec Change Only

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 003 = \$ 0.00								

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

General or Standard Change Order Explanation

Starting with all contracts let after July 1, 2017, electronic payroll submission will be a requirement of the Standard Specifications and will be in all contracts as Recurring Special Provision 103-C-254. The revision is to 103.06 and reads as follows: The Contractor on each contract let by the Department shall be responsible for electronically filing certified payroll for its employees and any subcontractors on a weekly basis with the appropriate Department personnel and in a format acceptable to the Department. Failure of the Contractor to timely file certified payroll for its employees or any subcontractors, may result in the withholding of progress estimate payments until the certified payroll is properly submitted. The Department also wants to add the requirement of electronic payroll submission by contractors to all contracts let before July of 2017 that are still actively working and receiving payrolls. The addition of this requirement will need to be added by a no cost Change Order. The PE/S can prepare this change order and add it now as the procedure for allowing this already exists in SiteManager. This is a no cost change. A contract time adjustment is not required for this change.

Change Order Explanation for Specific Line Item

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

Notification and consent to this change order is hereby acknowledged.

Contractor: Milestone Contractors L.P.

Signed By: 

Date: 8/28/17

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

Contract No:R -37423
Change Order No:003

INDIANA
Department of Transportation

Date:08/23/2017
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S _____

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

Approval Level Name of Approver Date Status



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N925 CM
Indianapolis, Indiana 46204

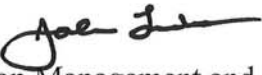
PHONE: (317) 232-5502
FAX: (317) 232-5551

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 9, 2017

CONSTRUCTION MEMORANDUM 17-11

TO: District Deputy Commissioners
District Construction Directors
District Technical Services Directors
District Area Engineers
District Project Management Director
Project Management Director
District LPA Coordinators
Project Engineers/Supervisors
Field Engineers

FROM: John Leckie, Director 
Division of Construction Management and District Support

SUBJECT: Electronic Payroll Submission by Contractors

The Department has decided that electronic payroll submission by contractors is in the best interest of all those involved moving forward, and therefore the Department will be making it a requirement in the near future.

Starting with all contracts let after July 1, 2017, electronic payroll submission will be a requirement of the Standard Specifications and will be in all contracts as Recurring Special Provision 103-C-254. The revision is to 103.06 and reads as follows:

The Contractor on each contract let by the Department shall be responsible for electronically filing certified payroll for its employees and any subcontractors on a weekly basis with the appropriate Department personnel and in a format acceptable to the Department. Failure of the Contractor to timely file certified payroll for its employees or any subcontractors, may result in the withholding of progress estimate payments until the certified payroll is properly submitted.

The Department also wants to add the requirement of electronic payroll submission by contractors to all contracts let before July of 2017 that are still actively working and receiving payrolls. The addition of this requirement will need to be added by a no cost Change Order. The PE/S can prepare this change order and add it now as the procedure for allowing this already exists in SiteManager.

A document for the overall "Contractor Payroll Process" is attached. Also attached is the SiteManager process for handling the electronic payrolls with screen shots included.

This information will be added to the GIFE in the near future but what you need to know now is attached to or part of this memo.

It should be noted that even though the PE/S **may** hold estimates until certified payroll is properly submitted, the PE/S should seek advice before doing so. The Department wants to take care of problems and issues that arise first, before holding estimates. For example, if the estimate is not coming in because a sub-contractor is having trouble understanding the process or has problems making it work, we want to work with that sub-contractor and educate them on how to make it work. Therefore, the PE/S should discuss the issue with the Area Engineer first to see if we can help clear up the issue.

Any questions should be directed to your Construction Management Field Engineer.

(2 attachments)

JHL/ggp



Board of Public Works Staff Report

Project/Event: Design Contract Amendment 2 for Preliminary Engineering Services with Shrewsberry and Associates for the 10th Street Sidewalk Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 09/19/2017

Report: This project will install a new sidewalk on the south/east side of 10th Street from Smith Road to Deckard Drive; a pedestrian crossing of 10th Street at Deckard Drive including a median refuge, signage, striping, and curb ramps as necessary; and school zone flashing beacons along 10th Street approaching the University Elementary School.

Shrewsberry and Associates is under contract to design this project with an existing total contract amount of \$24,650. This amendment will add additional stormwater design services required to avoid right of way acquisition and relocation of other utilities. The fee for these additional services is set at \$6,880. The current design contract includes right of way services that will no longer be necessary. As a result, this amendment will not require additional funding because the total contract fee will stay within the not-to-exceed amount of the existing contract.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Design Contract Amendment 2 for Preliminary Engineering Services with Shrewsberry and Associates for the 10th Street Sidewalk Project.

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

ADDENDUM #2 TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
SHREWSBERRY & ASSOCIATES (“Consultant”)

This Addendum #2 supplements the Agreement for Consulting Services with Shrewsberry & Associates (“Agreement”) for the E. 10th Street Sidewalk Project entered on May 31, 2016, and the Addendum to the Agreement entered on March 21, 2017, as follows:

1. Scope of Services: Article 4 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works (“Board”) and Shrewsberry & Associates (“Consultant”) states: “Additional services not set forth in Exhibit A . . . must be authorized in writing by the Board” The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services specified in Exhibit A to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit H, which is attached to this Addendum and incorporated herein.
2. Compensation: The Additional Services are not anticipated to increase the cost of the Project beyond the not to exceed cost contained in the original Agreement, which is Twenty-Four Thousand Six Hundred Fifty Dollars (\$24,650.00) as specified in Exhibit I.
3. Schedule: Article 6 of the Agreement states: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. The Board and Consultant agree that the additional services authorized herein supplement that schedule, as specified in Exhibit J.
4. In all other respects, the Agreement and the Addendum shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

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

Date: _____

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

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

CONSULTANT

By: _____

Name and Title

Date: _____

EXHIBIT H
Expanded Scope of Services

A. Storm Sewer Relocation

To eliminate the need for purchase of additional right of way and costly utility relocations, the existing storm sewer system was changed from an open ditch system to a piped system. The design includes a new storm system located under the existing north bound lane of 10th Street to reroute flow in the existing paved ditch around the existing utilities.

B. Upon completion and final approval of the services by the City of Bloomington, the Consultant shall deliver to the City the following items updated to include the expanded scope above:

1. One set of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets
2. One copy of any required unique special provisions
3. One list of applicable recurring special provisions
2. One copy of the opinion of probable construction cost

Additional general data will be issued at the mutual agreement of the Consultant and the City.

EXHIBIT I

Schedule of Compensation

- A. The Consultant shall be compensated for basic services to be performed under this Agreement as shown below. The total obligation of this Project shall not exceed \$24,650.00 unless approved in writing by the Board.
- B. The Consultant shall be compensated for the following items on a lump-sum basis not to exceed \$6,880, utilizing monies previously allocated for right of way engineering and appraisal.
 - 1. Storm Sewer Relocation \$6,880
- C. The Consultant shall not be paid for any service performed by the Board or not required to develop this project.

EXHIBIT J

Schedule

10th Street Sidewalk Extension

- A. 75% design plans complete by July 12, 2017.
- B. Plans sent to nearby utilities no later than August 21, 2017 with comments requested due August 30, 2017.
- C. Final Design complete within 14 days of receipt of comments from City and utilities.
- D. Bidding Documents complete within 14 days after receipt of Final Design review comments

RECEIVED

APR 18 2017

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES

between the
CITY OF BLOOMINGTON

and

SHREWSBERRY & ASSOCIATES ("Consultant")

This Addendum supplements the Agreement for Consulting Services with Shrewsberry & Associates ("Agreement") for the E. 10th Street Sidewalk Project as follows:

1. Scope of Services: Article 4 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works ("Board") and Shrewsberry & Associates ("Consultant") states: "Additional services not set forth in Exhibit A . . . must be authorized in writing by the Board . . ." The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services 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 are not anticipated to increase the cost of the Project beyond the not to exceed cost contained in the original Agreement, which is Twenty-Four Thousand Six Hundred Fifty Dollars (\$24,650.00).
3. Consultant shall not proceed with any right of way engineering services or right of way land acquisition services listed in the original Agreement without prior written authorization by the Board or the Board's representative.
4. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

CONSULTANT

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

By: D. Blake Wilson
D. BLAKE WILSON, PRINCIPAL
Name and Title

Date: 3.21.2017

Date: 4/3/17

By: Dr. Frank Sabatine
Dr. Frank Sabatine, Acting Director
Dept. of Planning & Transportation

Date: 3/22/17

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

Date: 3-21-17

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 3.15.17

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 3/22/17
FUND/ACCT: 454-02 431



Expanded Scope of Services

A. Subsurface Utility Engineering (SUE)

The Consultant shall provide Subsurface Utility Engineering (SUE) to supplement design plans. Design work will be done in accordance with the accepted standards for such work, and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets"; "Guide for the Planning, Design and Operation of Pedestrian Facilities"; City of Bloomington Standards and the United States Access Board Standards. SUE limits are included on map follow Exhibit A.

The Consultant shall hire a Contractor to perform Hydro-Vac excavating, commonly known as "potholing." The work shall be done in accordance with ASCE Standard CI/ASCE 38-02. The Contractor's responsibility is as follows:

1. General

- a. For all utility identification (Quality Levels A, B, C, & D) the Contractor shall provide the following:
 - i. All necessary equipment, personnel, and supplies required to perform services.
 - ii. Obtain all necessary permits from any city, county, or other municipal jurisdiction to perform all work.
 - iii. Obtain permission and/or rights-of-entry from any and all property owners for access onto private property to perform any work.
 - iv. Provide traffic control including flagman and/or any other necessary devices in accordance with any city, county, or other municipal jurisdiction to perform all work in this Scope of Services.
 - v. Conduct appropriate records research and investigate site conditions within the project limits.
 - vi. Provide the elevation of existing grade over the utility test hole as referenced to the project datum.
 - vii. Provide the X, Y, and Z coordinates of all SUE Points.

2. Locating Services

- a. The Contractor is to locate all critical utilities at identified locations requiring Quality Level A Designation. Locations shall be reviewed and approved by the Consultant prior to the Contractor Commencing work associated with Locating Services.
- b. Locating Services are defined as the means to obtain the accurate horizontal and vertical position of subsurface utilities by excavating a test hole. Locating shall be considered Quality Level A. The Contractor shall perform the following Locating Services:

- i. Coordinate with Consultant to identify the locations where Quality Level A information is needed.
- ii. Electronically sweep proposed crossings and perform necessary procedures to set-up test holes.
- iii. Excavate test holes to expose the utility to be measured in such a manner that ensures the safety of excavation and the integrity of the utility to be measured. In performing such excavations, the Contractor shall comply with all applicable utility damage prevention laws and coordinate with any utility Inspector, as required, and shall be responsible for any damage to the utility during excavation.
- iv. Investigate, evaluate, measure, and record the following per Section 5.4 of ASCE Standard CI/ASCE 38-02:
 - 1. Horizontal and vertical location of top and/or bottom of utility to reference point on ground service.
 - 2. Outside diameter of utility and configuration of non-encased, multi-conduit systems.
 - 3. Pavement thickness and type, where applicable.
 - 4. Such other pertinent information as is reasonably ascertainable from the test hole site. Reference s to project datum shall maintain vertical tolerances to +0.05' based on benchmarks shown on surveyors work product and horizontal tolerances to applicable surveying standards.
- v. Furnish and install permanent marks directly above centerline of utility structure and at each excavated test hole and record the depth to the utility from the reference mark.
- vi. Provide permanent restoration of the pavement for the test hole location per all applicable city, county, or other municipal requirements.
- vii. Provide permanent restoration of test holes in areas other than roadway pavement to a condition nearly as reasonably possible to the condition that existed prior to excavation.

- viii. Evaluate and compare obtained information with utility information described in utility records and resolve conflicts.
- ix. Compile information using surveyor's automated systems and quality assurance procedures. Such information shall be formatted and presented on the Contractor's Utility Form.

3. Design Plans

- a. Upon completion of Locating Services by the Contractor, the Consultant shall prepare final plans for the 10th Street Sidewalk extension in accordance to the original Scope of Services. These plans will be updated to include the following resulting from the subsurface utility information as obtained by Locating Services:
 - i. Vertical and horizontal location of all utilities obtained through the Locating Services. These will be shown in both plan and profile view as needed throughout the plan sets.
- b. Updated quantities and opinion of probable cost as needed from the resulting subsurface utility information as obtained by Locating Services.

10th Street Sidewalk Extension SUE

- A. SUE complete within 14 days of notice to proceed
- B. Final design complete within 14 days after SUE completion
- C. Bidding Documents complete within 14 days after receipt of Final Design review comments
- D. Right-of-way engineering and appraising, if required, complete within 150 days after approval of preliminary design

PROJECT NAME: E. 10th Street Sidewalk

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 31st day of May, 2016, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Shrewsberry & Associates, (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 10th Street from Smith Road to Deckard Drive and improve conditions for pedestrians crossing 10th Street at Deckard 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 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 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:

1. 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.

2. 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.

3. 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 **Twenty-Four Thousand Six Hundred Fifty Dollars (\$24,650.00)**. 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

Consultant:

Shrewsberry & Associates
7260 Shadeland Station, Suite 160
Indianapolis, IN 46256

Bloomington, IN 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 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

City of Bloomington
Board of Public Works

By: Kyla Cox Deckard
Kyla Cox Deckard
President

Consultant

Shrewsberry & Associates

D. Blake Wilson
D. Blake Wilson, Principal

By: Christy Langle
Christy Langle, Director
Planning & Transportation Dept.

By: John Hamilton
for John Hamilton,
Mayor

CITY OF BLOOMINGTON
Legal Department
Reviewed By: <u>Jackie Moore</u>
DATE: <u>5.23.16</u>

CITY OF BLOOMINGTON
Controller

Reviewed by: [Signature]
DATE: 5/23/16
FUND/ACCT: 854-431

EXHIBIT A
Scope of Services

A. Field Survey

The Consultant shall provide the field survey required for preparation of design plans in conformance with the requirements of the "Survey Manual, Location Survey, Indiana State Highway Commission," a copy of which is on file with the Indiana Department of Transportation (INDOT), and same is incorporated herein by reference and made a part hereof. Survey limits will be as follows:

1. 10th Street: 100' strip measured from centerline of 10th street 100' to the east; between Smith Road and Deckard Drive
2. The full intersection at 10th and Deckard extending a minimum of 50' beyond the edge of pavement along each approach.
3. Survey at 10th and Smith to encompass the end of existing sidewalk along Smith Road (approximately 90 feet from 10th Street centerline)

B. 10th Street Sidewalk Design

The Consultant shall prepare final plans and opinion of probable construction cost for the 10th Street Sidewalk extension, which shall be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans are submitted: American Association of State Highway and Transportation Officials (AASHTO) "A Policy on Geometric Design of Highways and Streets", City of Bloomington Standards, and the United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right of Way to the maximum extent possible.

The contract plans shall at a minimum include a Title Sheet, an Index Sheet, Typical Section Sheets, Plan and Profile Sheets, Miscellaneous Details Sheets, Pavement Marking and Sign Plans, Maintenance-of-Traffic Plans, Erosion Control Plans, a Summary of Quantities Table, and any necessary cross-sections.

The Contract documents shall contain sufficient information to enable the contractor to construct the work tasks described below:

1. Construct a sidewalk along the east side of 10th Street connecting the existing sidewalk along the north side of Smith Road to Deckard Drive.
2. Construct a pedestrian crossing of 10th Street at Deckard Drive, including a median refuge, signage, restriping and curb ramps as necessary.
3. Construct school zone flashing beacons along 10th Street approaching University Elementary School.

The Consultant shall develop a preliminary plan submittal showing the conceptual sidewalk layout for approval by City prior to beginning final plan development.

The Consultant shall coordinate the design with INDOT including obtaining all necessary permits and approvals for the sidewalk and school flasher construction. Consultant shall also coordinate with INDOT regarding the potential construction of a pedestrian hybrid beacon.

The Consultant shall prepare an exhibit showing the proposed work for use at a Community Open House. A draft of the exhibit shall be submitted to the City a minimum of 14 days before the community open house.

The Consultant shall attend one pre-bid meeting and one community open house for the 10th Street Sidewalk Project.

The Consultant shall coordinate the construction with the adjacent Utility Companies in accordance with the Indiana Administrative Code.

The Consultant shall attend pre-construction conference, prepare any revised drawing, supplemental specifications, or special provisions required for the Addenda to the Bid Documents.

The Consultant shall provide comments on any potential punch-list items, and assist in the resolution of questions or construction issues relating to the design of the project.

C. Upon completion and final approval of the services by the City of Bloomington, the Consultant shall deliver to the City the following:

1. One set of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets
2. Final CAD files in either AutoCAD or MicroStation format as required by the City
3. One copy of the opinion of probable construction cost

Additional general data will be issued at the mutual agreement of the Consultant and the City.

D. Right-of-Way Services

1. Abstracting
 - a. Parcels with a fair market value of \$5,000 or more
 - i) A documented preliminary title search is required covering an interval of time including one valid transfer of fee title beyond a 20-year period from the date of the search.
 - ii) Each title search will be updated, if necessary, and a Guaranty of Title Issued in the amount of \$5,000.

- b. Parcels with a fair market value of \$5,000 or less or temporary right-of-way
 - i) A documented minimal title search by a title company, or
 - ii) A verified last-deed-of-record search
 - 2. Plats, Legal Descriptions, and Staking
 - a. The Consultant shall prepare metes and bounds legal descriptions and land plats for all acquisitions according to the INDOT Right-of-Way Engineering Manual and applicable state of Indiana Codes, including, but not limited to, the following as applicable.
 - i) IC 32-21-2-13
 - ii) IC 36-2-19 Sections 4, 5, and 6
 - b. The interpretation as to the specific requirements of these laws and regulations will be at the discretion of the Board and the Consultant.
 - i) The legal descriptions will be prepared and certified by an Indiana registered surveyor.
 - ii) Each plat will include the following.
 - (a) Total area before taking
 - (b) Area of existing right-of-way
 - (c) Area of all residue
 - 3. Right-of-Way Staking
 - a. The Consultant shall provide right-of-way stakeouts locating the new right-of-way line. The stake out will be made using wooden hubs located at changes in bearing and other points necessary to indicate the location of the right-of-way takings (including permanent and temporary right-of-way).

E. Appraising

 - 1. Information pertaining to the appraisers will be submitted to Board prior to Board giving the Notice to Proceed on the appraising.
 - 2. The appraiser(s) shall be a licensed appraiser in the State of Indiana.
 - 3. The appraiser(s) shall examine the plans for this project and review in the field the various parcels herein designated.
 - 4. The appraiser(s) shall give the owner of each parcel to be appraised the opportunity to accompany the appraiser(s) during the inspection of the parcel
 - 5. The appraisals shall be sufficiently documented to meet the minimum standards set out in INDOT's Appraisal Handbook as approved by the FHWA. The appraiser(s) shall follow

accepted principles and techniques in evaluation of real property in accordance with state laws. Any appraisal that does not meet requirements will be further documented or reappraised, as the case may be, without additional compensation to the appraiser(s).

6. The appraiser(s) shall furnish the Board with a comparable sales docket consisting of sufficient current sales data in the vicinity of the Project to establish a pattern of values. Each comparable property will be identified by photograph and will be located on county or township maps that will be a part of the comparable sales docket.
7. The appraiser(s) shall not give consideration to nor include in the appraisal any allowance for relocation assistance benefits.
8. Where an entire property is to be acquired, the estimate of just compensation will be the fair market value of the property. Where only part of a property is to be acquired, the estimate of just compensation will be that amount arrived at in accordance with the laws governing just compensation applicable to the acquiring agency, including those laws governing compensable and noncompensable items and the treatment of general and special benefits. For whole or partial acquisitions, the appraisal report will show what in the appraiser's judgment is a reasonable allocation of the "before value" to the various land, building, and other improvement components. For partial acquisitions, the appraisal report will further show a similar allocation of the "after value."
9. In estimating just compensation for the acquisition of real property, appraisal reports will to the greatest extent practicable under state law, disregard any decrease or increase in the fair market value of the real property prior to the date of valuation caused by the public improvement for which such property would be acquired for such improvement, other than that due to physical deterioration within the reasonable control of the owner.
10. Documentation of estimates of value (either the before, the after, or the acquisition value) of damages and/or of special benefits will be by the most applicable and appropriate means available. If support for the after value by the usual methods of market or income data or indications from severance damage studies is not feasible, the appraiser(s) shall so state and explain why it is not feasible. In such instances, the appraiser(s) must then fully explain the reasoning for the after value estimate.
11. The appraiser's report will conform with statutory and judicial determinations regarding noncompensable items:
 - a. The purpose of the appraisal, which includes a statement of value to be estimated and the rights or interests being appraised

- b. Identification of the property and its ownership, including at least a 5-year delineation of title
 - c. Statement of appropriate contingent and limiting conditions, if any
 - d. An adequate description
 - e. Identified photographs of the subject property, including all principal aboveground improvements or unusual features affecting the value of the property to be acquired or damaged
 - f. An identification or listing of the buildings, structures, and other improvements on the land, as well as the fixtures that the appraiser considers to be a part of the real property to be acquired
 - g. The estimate of just compensation for or resulting from the acquisition. In the case of a partial acquisition, where appropriate, the appraiser(s) shall make a reasonable allocation of the estimate of just compensation for the real property to be acquired and for damages and/or special benefits to remaining real property
 - h. The date(s) on which and/or as of which, as appropriate, the just compensation is estimated. The effective date of value estimate must be the last day of inspection
 - i. The certification, signature, and date of signature of the appraiser(s)
 - j. Other descriptive material (maps, charts, plans, and photographs)
 - k. That the property owner was given the opportunity to accompany the appraiser(s) during the inspection of the property
12. Appraisal reports will be prepared in ink or typewritten and dated and signed by the individual making the appraisal prior to being submitted to a review appraiser.
13. Each appraisal report will contain an appraiser's certification. A new certificate will be prepared where there is a change in the appraisal report that affects the estimate of just compensation or changes the date of valuation. An exception to including all requirements in each appraisal report is permitted where project data containing the same information has been developed to supplement the reports. In such instances, an appropriate reference to the information may be considered as equivalent to its inclusion in the appraisal report.

14. The appraiser(s) agrees/agree to furnish one original and two copies of the appraisal report.
15. The appraiser(s) agrees/agree to updating reports for one year after the initial completion of the report and/or testifying in court on behalf of the Board on any of the parcels described herein.
16. All information contained in the appraisal report and all parts thereof are to be treated as a privileged communication. The appraiser(s) shall take all necessary steps to ensure neither he/she nor any member of his/her staff or organization divulges any information concerning the report except to a duly authorized representative of the Board, until authorized in writing by the Board to reveal the communication to another designated party.

G. Other Additional Services

1. If authorized in writing by the Board, the Consultant shall furnish or obtain additional services, for an additional fee, for items that may become necessary due to unforeseen conditions or changes in the scope of the project. These items include, but are not limited to:
 - a. Lighting
 - b. Rule 5 permitting
 - c. Wetland delineation
 - d. Environmental 401/404 or Section 106 permitting
 - e. Landscaping
 - h. Bidding Services

EXHIBIT B

Schedule of Compensation

- A. The Consultant shall be compensated for basic services to be performed under this Agreement as shown below. The total obligation under this portion of the Agreement shall not exceed \$24,650 unless approved in writing by the Board.
- B. The Consultant shall be compensated for the following items on a lump-sum basis not to exceed \$11,800
- | | |
|--|---------|
| 1. Survey | \$3,900 |
| 2. 10 th Street Sidewalk Design | \$7,900 |

- C. The Consultant shall be compensated for the following items on an hourly basis with a maximum not to exceed cost of \$1,400.

- | | |
|--|---------|
| 1. Construction Administration Services (Pre-Con, RFI's, etc.) | \$1,400 |
|--|---------|

In the event that additional services are needed, additional compensation will be determined using the following rates:

Department Director	\$133.25 / hour
Senior Project Manager	\$124.18 / hour
Project Engineer	\$107.22 / hour
Designer	\$116.08 / hour
Direct Expenses	At Cost

- C. The Consultant shall be compensated for right-of way engineering services on a unit-cost basis. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$6,050 unless and until a supplemental agreement is executed. Two parcels are assumed.

- | | |
|------------------------------------|---------|
| 1. Title Work (\$400 each) | \$800 |
| 2. Updates (\$125 each) | \$250 |
| 3. Plats and Legals (\$2,200 each) | \$4,400 |
| 4. Staking (\$300 each) | \$600 |

- D. The Consultant will be paid for the services performed under this Agreement related to right-of-way land acquisition based on the specific cost per unit multiplied by the actual units of work. The final amount will be adjusted according to the actual units of work performed; however, the final amount shall not exceed \$5,400 unless and until a supplemental agreement is executed. Two parcels are assumed.

1.	Appraisal Problem Analysis (\$200 each)	\$400
2.	Appraising (\$1,500 each)	\$3,000
3.	Review Appraising (\$1,000 each)	\$2,000

- E. The Consultant shall not be paid for any service performed by the Board or not required to develop this project.

EXHIBIT C

Schedule

10th Street Sidewalk Extension

- A. Survey complete within 30 days of notice to proceed
- B. Preliminary Design complete within 30 days after survey completion
- C. Displays for Public Meeting complete 7 days after approval of Preliminary Design
- D. Final Design complete within 30 days after receipt of preliminary design review comments
- E. Right-of-way engineering and appraising complete within 150 days after approval of preliminary design

EXHIBIT D

KEY PERSONNEL

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

<u>Position / Responsibility</u>	<u>Name</u>
Consultant Project Manager	J. Sam Balog
Topographic Survey	Matt Knoy
Appraisals	Shawn Patterson

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

1. The undersigned is the Principal of Shrewsberry & Associates LLC
(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.

D. Blake Wilson
Signature

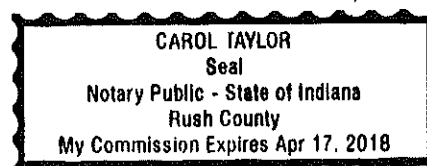
D. BLAKE WILSON
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared D. Blake Wilson and acknowledged the execution of the foregoing this 14th day of June, 2016.

Carol Taylor
Notary Public
Carol Taylor
Printed name

My Commission Expires: 4-17-2018
County of Residence: RUSH



**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

OATH AND AFFIRMATION

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

Dated this 14th day of June, 2016.

Shrewsberry & Associates LLC
(Name of Organization)

By: [Signature]

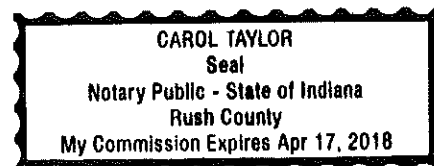
D. BLAKE WILSON PRINCIPAL
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 14th day of June, 2016.

[Signature]
Notary Public
Carol Taylor
Printed name

My Commission Expires: 4-17-2018
County of Residence: RUSH





Board of Public Works Staff Report

Project/Event: Approval of Pedestrian Safety and Accessibility at Signalized Intersections Project LPA-Consulting Contract with HWC Engineering

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 09/19/2017

Report: This project will install pedestrian signal heads with countdown timers and accessible pedestrian push buttons at various locations in the City. The project will also install or improve curb ramps and install or refresh crosswalks at these locations as needed. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) and is eligible for federal funding through the Highway Safety Improvement Program (HSIP). The project is programmed for up to 90% project fee reimbursement (\$502,452 in federal funds) for the construction and construction engineering phases. Construction will not occur until 2018, but the construction inspection contract must be approved in advance to comply with the INDOT project process.

HWC Engineering was selected from 4 engineering firms that responded to a standard INDOT Request for Proposals to perform construction inspection for this project. Compensation for these services is set at a not-to-exceed amount of \$76,838.74.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Pedestrian Safety and Accessibility at Signalized Intersections Project LPA-Consulting Contract with HWC Engineering.

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

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2017 ("Effective Date") by and between City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and HWC Engineering ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1600426

Project Description: Construction Inspection Services for Pedestrian Safety and Accessibility at Signalized Intersections

RECITALS

WHEREAS, the LPA has entered into an agreement to utilize federal monies with the Indiana Department of Transportation ("INDOT") for a transportation or transportation enhancement project ("the Project"), which Project Coordination Contract is herein attached as Attachment 1 and incorporated as reference; and

WHEREAS, the LPA wishes to hire the CONSULTANT to provide services toward the Project completion more fully described in Appendix "A" attached hereto ("Services");

WHEREAS, the CONSULTANT has extensive experience, knowledge and expertise relating to these Services; and

WHEREAS, the CONSULTANT has expressed a willingness to furnish the Services in connection therewith.

NOW, THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

The "Recitals" above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I SERVICES BY CONSULTANT. The CONSULTANT will provide the Services and deliverables described in Appendix "A" which is herein attached to and made an integral part of this Contract.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA. The information and services to be furnished by the LPA are set out in Appendix "B" which is herein attached to and made an integral part of this Contract.

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2018. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 76,838.74.**

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

1. **Access to Records.** The CONSULTANT and any SUB-CONSULTANTS shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by the LPA, INDOT and/or the Federal Highway Administration (“FHWA”) or its authorized representative, and copies thereof shall be furnished free of charge, if requested by the LPA, INDOT, and/or FHWA. The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the CONSULTANT may release or make available to the agency any working papers from an audit performed by the LPA, INDOT and/or FHWA of the CONSULTANT and its SUB-CONSULTANTS in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

2. **Assignment; Successors.**
 - A. The CONSULTANT binds its successors and assignees to all the terms and conditions of this Contract. The CONSULTANT shall not assign or subcontract the whole or any part of this Contract without the LPA’s prior written consent, except that the CONSULTANT may assign its right to receive payments to such third parties as the CONSULTANT may desire without the prior written consent of the LPA, provided that the CONSULTANT gives written notice (including evidence of such assignment) to the LPA thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

 - B. Any substitution of SUB-CONSULTANTS must first be approved and receive written authorization from the LPA. Any substitution or termination of a Disadvantaged Business Enterprise (“DBE”) SUB-CONSULTANT must first be approved and receive written authorization from the LPA and INDOT’s Economic Opportunity Division Director.

3. **Audit.** The CONSULTANT acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with 48 CFR part 31 and audit guidelines specified by the State and/or in accordance with audit requirements specified elsewhere in this Contract.

4. **Authority to Bind Consultant.** The CONSULTANT warrants that it has the necessary authority to enter into this Contract. The signatory for the CONSULTANT represents that he/she has been duly authorized to execute this Contract on behalf of the CONSULTANT and has obtained all necessary or applicable approval to make this Contract fully binding upon the CONSULTANT when his/her signature is affixed hereto.

5. **Certification for Federal-Aid Contracts Lobbying Activities.**
 - A. The CONSULTANT certifies, by signing and submitting this Contract, to the best of its knowledge and belief after diligent inquiry, and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT, the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
 - i. No federal appropriated funds have been paid, or will be paid, by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- B. The CONSULTANT also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub-recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

- 6. **Changes in Work.** The CONSULTANT shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract. The CONSULTANT acknowledges that no claim for additional compensation or time may be made by implication, oral agreements, actions, inaction, or course of conduct.

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

- iii. *Work Specific Standards.* The CONSULTANT and its SUB-CONSULTANTS, if any, have obtained, will obtain and/or will maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the LPA.
 - iv. *Secretary of State Registration.* If the CONSULTANT is an entity described in IC Title 23, it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
 - v. *Debarment and Suspension of CONSULTANT.* Neither the CONSULTANT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State and will immediately notify the LPA of any such actions. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the CONSULTANT or who has managerial or supervisory responsibilities for the Services.
 - vi. *Debarment and Suspension of any SUB-CONSULTANTS.* The CONSULTANT’s SUB-CONSULTANTS are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The CONSULTANT shall be solely responsible for any recoupment, penalties or costs that might arise from the use of a suspended or debarred SUBCONSULTANT. The CONSULTANT shall immediately notify the LPA and INDOT if any SUB-CONSULTANT becomes debarred or suspended, and shall, at the LPA’s request, take all steps required by the LPA to terminate its contractual relationship with the SUB-CONSULTANT for work to be performed under this Contract.
- C. *Violations.* In addition to any other remedies at law or in equity, upon CONSULTANT’S violation of any of Section 7(A) through 7(B), the LPA may, at its sole discretion, do any one or more of the following:
- i. terminate this Contract; or
 - ii. delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- D. *Disputes.* If a dispute exists as to the CONSULTANT’s liability or guilt in any action initiated by the LPA, and the LPA decides to delay, withhold, or deny work to the CONSULTANT, the CONSULTANT may request that it be allowed to continue, or receive work, without delay. The CONSULTANT must submit, in writing, a request for review to the LPA. A determination by the LPA under this Section 7.D shall be final and binding on the parties and not subject to administrative review. Any payments the LPA may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
8. **Condition of Payment.** The CONSULTANT must perform all Services under this Contract to the LPA’s reasonable satisfaction, as determined at the discretion of the LPA and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The LPA will not pay for work not performed to the LPA’s reasonable satisfaction, inconsistent with this Contract or performed in violation of federal, state, or local law (collectively, “deficiencies”) until all deficiencies are remedied in a timely manner.

9. Confidentiality of LPA Information.

- A. The CONSULTANT understands and agrees that data, materials, and information disclosed to the CONSULTANT may contain confidential and protected information. Therefore, the CONSULTANT covenants that data, material, and information gathered, based upon or disclosed to the CONSULTANT for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the LPA's prior written consent.
- B. The parties acknowledge that the Services to be performed by the CONSULTANT for the LPA under this Contract may require or allow access to data, materials, and information containing Social Security numbers and maintained by the LPA in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the CONSULTANT and the LPA agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by the CONSULTANT, the CONSULTANT agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

- 10. Delays and Extensions.** The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the Services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by the LPA subject to the CONSULTANT's approval, it being understood, however, that permitting the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein. In the event of substantial delays or extensions, or change of any kind, not caused by the CONSULTANT, which causes a material change in scope, character or complexity of work the CONSULTANT is to perform under this Contract, the LPA at its sole discretion shall determine any adjustments in compensation and in the schedule for completion of the Services. CONSULTANT must notify the LPA in writing of a material change in the work immediately after the CONSULTANT first recognizes the material change.

11. DBE Requirements.

- A. Notice is hereby given to the CONSULTANT and any SUB-CONSULTANT, and both agree, that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification and failure to promptly cure such breach, may result in termination of this Contract or such remedy as INDOT deems appropriate. The referenced section requires the following assurance to be included in all subsequent contracts between the CONSULTANT and any SUB-CONSULTANT:

The CONSULTANT, sub recipient or SUB-CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

- B. The CONSULTANT shall make good faith efforts to achieve the DBE percentage goal that may be included as part of this Contract with the approved DBE SUB-CONSULTANTS identified on its Affirmative Action Certification submitted with its Letter of Interest, or with approved amendments. Any changes to a DBE firm listed in the Affirmative Action Certification must be requested in writing and receive prior approval by the LPA and INDOT's Economic Opportunity Division Director. After this Contract is completed and if a DBE SUB-CONSULTANT has performed services thereon, the CONSULTANT must complete, and return, a Disadvantaged Business Enterprise Utilization Affidavit ("DBE-3 Form") to INDOT's

Economic Opportunity Division Director. The DBE-3 Form requires certification by the CONSULTANT AND DBE SUB-CONSULTANT that the committed contract amounts have been paid and received.

12. Non-Discrimination.

- A. Pursuant to I.C. 22-9-1-10, the Civil Rights Act of 1964, and the Americans with Disabilities Act, the CONSULTANT shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Contract, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin, ancestry or status as a veteran. Breach of this covenant may be regarded as a material breach of this Contract. Acceptance of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.
- B. The CONSULTANT understands that the LPA is a recipient of federal funds. Pursuant to that understanding, the CONSULTANT agrees that if the CONSULTANT employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CONSULTANT will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CONSULTANT shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's Title VI enforcement shall include the following additional grounds: sex, ancestry, age, income status, religion and disability.)

- C. The CONSULTANT shall not discriminate in its selection and retention of contractors, including without limitation, those services retained for, or incidental to, construction, planning, research, engineering, property management, and fee contracts and other commitments with persons for services and expenses incidental to the acquisitions of right-of-way.
- D. The CONSULTANT shall not modify the Project in such a manner as to require, on the basis of race, color or national origin, the relocation of any persons. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability).
- E. The CONSULTANT shall not modify the Project in such a manner as to deny reasonable access to and use thereof to any persons on the basis of race, color or national origin. (INDOT's Title VI enforcement will include the following additional grounds; sex, ancestry, age, income status, religion and disability.)
- F. The CONSULTANT shall neither allow discrimination by contractors in their selection and retention of subcontractors, lessors and/or material suppliers, nor allow discrimination by their subcontractors in their selection of subcontractors, lessors or material suppliers, who participate in construction, right-of-way clearance and related projects.

- G. The CONSULTANT shall take appropriate actions to correct any deficiency determined by itself and/or the Federal Highway Administration ("FHWA") within a reasonable time period, not to exceed ninety (90) days, in order to implement Title VI compliance in accordance with INDOT's assurances and guidelines.
- H. During the performance of this Contract, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:
- (1) **Compliance with Regulations:** The CONSULTANT shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - (2) **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - (3) **Solicitations for SUBCONSULTANTS, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential SUBCONSULTANT or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
 - (4) **Information and Reports:** The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the LPA or INDOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT shall so certify to the LPA, or INDOT as appropriate, and shall set forth what efforts it has made to obtain the information.
 - (5) **Sanctions for Noncompliance:** In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract, the LPA shall impose such contract sanctions as it or INDOT may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to the CONSULTANT under the Contract until the CONSULTANT complies, and/or
 - (b) cancellation, termination or suspension of the Contract, in whole or in part.
 - (6) **Incorporation of Provisions:** The CONSULTANT shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CONSULTANT shall take such action with respect to any SUBCONSULTANT procurement as the LPA or INDOT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a SUBCONSULTANT or supplier as a result of such direction, the CONSULTANT may request the LPA to enter into such litigation to protect the interests of the LPA, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

13. Disputes.

- A. Should any disputes arise with respect to this Contract, the CONSULTANT and the LPA agree to act promptly and in good faith to resolve such disputes in accordance with this Section 13. Time is of the essence in the resolution of disputes.
- B. The CONSULTANT agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the CONSULTANT fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs (including reasonable attorneys' fees and expenses) incurred by the LPA or the CONSULTANT as a result of such failure to proceed shall be borne by the CONSULTANT.
- C. If a party to this Contract is not satisfied with the progress toward resolving a dispute, the party must notify the other party of this dissatisfaction in writing. Upon written notice, the parties have ten (10) business days, unless the parties mutually agree in writing to extend this period, following the written notification to resolve the dispute. If the dispute is not resolved within ten (10) business days, a dissatisfied party may submit the dispute in writing to initiate negotiations to resolve the dispute. The LPA may withhold payments on disputed items pending resolution of the dispute.

14. Drug-Free Workplace Certification.

- A. The CONSULTANT hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace, and that it will give written notice to the LPA within ten (10) days after receiving actual notice that an employee of the CONSULTANT in the State of Indiana has been convicted of a criminal drug violation occurring in the CONSULTANT's workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Contract payments, termination of this Contract and/or debarment of contracting opportunities with the LPA.
- B. The CONSULTANT certifies and agrees that it will provide a drug-free workplace by:
 - i. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the CONSULTANT's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - ii. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CONSULTANT's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- iii. Notifying all employees in the statement required by subparagraph 14.B.i above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the CONSULTANT of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- iv. Notifying in writing the LPA within ten (10) days after receiving notice from an employee under subdivision 14.B.iii(2) above, or otherwise receiving actual notice of such conviction;
- v. Within thirty (30) days after receiving notice under subdivision 14.B.iii(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- vi. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 14.B.i. through 14.B.v. above.

15. Employment Eligibility Verification. The CONSULTANT affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The CONSULTANT shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CONSULTANT is not required to participate should the E-Verify program cease to exist. Additionally, the CONSULTANT is not required to participate if the CONSULTANT is self-employed and does not employ any employees.

The CONSULTANT shall not knowingly employ or contract with an unauthorized alien. The CONSULTANT shall not retain an employee or contract with a person that the CONSULTANT subsequently learns is an unauthorized alien.

The CONSULTANT shall require his/her/its subcontractors, who perform work under this Contract, to certify to the CONSULTANT that the SUB-CONSULTANT does not knowingly employ or contract with an unauthorized alien and that the SUB-CONSULTANT has enrolled and is participating in the E-Verify program. The CONSULTANT agrees to maintain this certification throughout the duration of the term of a contract with a SUB-CONSULTANT.

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

16. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of fire, natural disaster, acts of God, acts of war, terrorism, civil disorders, decrees of governmental bodies, strikes, lockouts, labor or supply disruptions or similar causes beyond the reasonable control of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give written notice to the other party of the occurrence of the Force Majeure Event (with a description in reasonable detail of the circumstances causing such Event) and shall do everything reasonably possible to resume performance. Upon receipt of such written notice, all obligations under this Contract shall be immediately suspended for as long as such Force Majeure Event continues and provided that the affected party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay. If the period of nonperformance exceeds thirty (30) days from the receipt of written notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

17. **Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and the suit, if any, must be brought in the State of Indiana. The CONSULTANT consents to the jurisdiction of and to venue in any court of competent jurisdiction in the State of Indiana.
18. **Liability.** If the CONSULTANT or any of its SUB-CONSULTANTS fail to comply with any federal requirement which results in the LPA's repayment of federal funds to INDOT the CONSULTANT shall be responsible to the LPA, for repayment of such costs to the extent such costs are caused by the CONSULTANT and/or its SUB-CONSULTANTS.
19. **Indemnification.** The CONSULTANT agrees to indemnify the LPA, and their agents, officials, and employees, and to hold each of them harmless, from claims and suits including court costs, attorney's fees, and other expenses caused by any negligent act, error or omission of, or by any recklessness or willful misconduct by, the CONSULTANT and/or its SUB-CONSULTANTS, if any, under this Contract, provided that if the CONSULTANT is a "contractor" within the meaning of I.C. 8-3-2-12.5, this indemnity obligation shall be limited by and interpreted in accordance with I.C. 8-23-2-12-5. The LPA shall not provide such indemnification to the CONSULTANT.
20. **Independent Contractor.** Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents or employees of the other party. The CONSULTANT shall be responsible for providing all necessary unemployment and workers' compensation insurance for its employees.
21. **Insurance - Liability for Damages.**
 - A. The CONSULTANT shall be responsible for the accuracy of the Services performed under this Contract and shall promptly make necessary revisions or corrections resulting from its negligence, errors or omissions without any additional compensation from the LPA. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. The CONSULTANT shall have no liability for the errors or deficiencies in designs, drawings, specifications or other services furnished to the CONSULTANT by the LPA on which the Consultant has reasonably relied, provided that the foregoing shall not relieve the CONSULTANT from any liability from the CONSULTANT'S failure to fulfill its obligations under this Contract, to exercise its professional responsibilities to the LPA, or to notify the LPA of any errors or deficiencies which the CONSULTANT knew or should have known existed.
 - B. During construction or any phase of work performed by others based on Services provided by the CONSULTANT, the CONSULTANT shall confer with the LPA when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error or omission. The CONSULTANT shall prepare any plans or data needed to correct the negligent act, error or omission without additional compensation, even though final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes for a minimum of delay to the project.
 - C. The CONSULTANT shall be responsible for damages including but not limited to direct and indirect damages incurred by the LPA as a result of any negligent act, error or omission of the CONSULTANT, and for the LPA's losses or costs to repair or remedy construction. Acceptance of the Services by the LPA shall not relieve the CONSULTANT of responsibility for subsequent correction.

- D. The CONSULTANT shall be required to maintain in full force and effect, insurance as described below from the date of the first authorization to proceed until the LPA's acceptance of the work product. The CONSULTANT shall list both the LPA and INDOT as insureds on any policies. The CONSULTANT must obtain insurance written by insurance companies authorized to transact business in the State of Indiana and licensed by the Department of Insurance as either admitted or non-admitted insurers.
- E. The LPA, its officers and employees assume no responsibility for the adequacy of limits and coverage in the event of any claims against the CONSULTANT, its officers, employees, sub-consultants or any agent of any of them, and the obligations of indemnification in Section 19 herein shall survive the exhaustion of limits of coverage and discontinuance of coverage beyond the term specified, to the fullest extent of the law.
- F. The CONSULTANT shall furnish a certificate of insurance and all endorsements to the LPA prior to the commencement of this Contract. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the CONSULTANT. Failure to provide insurance as required in this Contract is a material breach of Contract entitling the LPA to immediately terminate this Contract.

I. Professional Liability Insurance

The CONSULTANT must obtain and carry professional liability insurance as follows: For INDOT Prequalification **Work Types** 1.1, 12.2-12.6 the CONSULTANTS shall provide not less than \$250,000.00 professional liability insurance per claim and \$250,000.00 aggregate for all claims for negligent performance. For **Work Types** 2.2, 3.1, 3.2, 4.1, 4.2, 5.5, 5.8, 5.11, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 – 10.4, 11.1, 13.1, 14.1 – 14.5, the CONSULTANTS shall carry professional liability insurance in an amount not less than \$1,000,000.00 per claim and \$1,000,000.00 aggregate for all claims for negligent performance. The CONSULTANT shall maintain the coverage for a period ending two (2) years after substantial completion of construction.

II. Commercial General Liability Insurance

The CONSULTANT must obtain and carry Commercial / General liability insurance as follows: For INDOT Prequalification **Work Types** 2.1, 6.1, 7.1, 8.1, 8.2, 9.1, 9.2, 10.1 - 10.4, 11.1, 13.1, 14.1 - 14.5, the CONSULTANT shall carry \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate. Coverage shall be on an occurrence form, and include contractual liability. The policy shall be amended to include the following extensions of coverage:

1. Exclusions relating to the use of explosives, collapse, and underground damage to property shall be removed.
2. The policy shall provide thirty (30) days notice of cancellation to LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

III. Automobile Liability

The CONSULTANT shall obtain automobile liability insurance covering all owned, leased, borrowed, rented, or non-owned autos used by employees or others on behalf of the CONSULTANT for the conduct of the CONSULTANT's business, for an amount not less than \$1,000,000.00 Combined Single Limit for Bodily Injury and Property Damage. The term "automobile" shall include private passenger autos, trucks, and similar type vehicles licensed for use on public highways. The policy shall be amended to include the following extensions of coverage:

1. Contractual Liability coverage shall be included.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT shall name the LPA as an additional insured.

IV. Watercraft Liability (When Applicable)

1. When necessary to use watercraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT, or any SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the watercraft shall carry watercraft liability insurance in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Protection & Indemnity where applicable. Coverage shall apply to owned, non-owned, and hired watercraft.
2. If the maritime laws apply to any work to be performed by the CONSULTANT under the terms of the agreement, the following coverage shall be provided:
 - a. United States Longshoremen & Harbor workers
 - b. Maritime Coverage - Jones Act
3. The policy shall provide thirty (30) days notice of cancellation to the LPA.
4. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

V. Aircraft Liability (When Applicable)

1. When necessary to use aircraft for the performance of the CONSULTANT's Services under the terms of this Contract, either by the CONSULTANT or SUB-CONSULTANT, the CONSULTANT or SUB-CONSULTANT operating the aircraft shall carry aircraft liability insurance in the amount of \$5,000,000 Combined Single Limit for Bodily Injury and Property Damage, including Passenger Liability. Coverage shall apply to owned, non-owned and hired aircraft.
2. The policy shall provide thirty (30) days notice of cancellation to the LPA.
3. The CONSULTANT or SUB-CONSULTANT shall name the LPA as an additional insured.

22. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

23. **Notice to Parties:** Any notice, request, consent or communication (collectively a "Notice") under this Agreement shall be effective only if it is in writing and (a) personally delivered; (b) sent by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid, addressed as follows:

Notices to the LPA shall be sent to:

City of Bloomington
Attention: Neil Kopper, Project Engineer
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

HWC Engineering
135 N. Pennsylvania Street, Suite 2800
Indianapolis, IN 46204

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

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

City of Bloomington
Attention: Neil Kopper, Project Engineer
401 N. Morton Street, Suite 130
Bloomington, IN 47404

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT**CITY of BLOOMINGTON**_____
Signature_____
Edward P. Jolliffe, President_____
Signature_____
(Print or type name and title)_____
Signature_____
(Print or type name and title)

Attest:

Signature_____
Marlin A. Knowles, Jr., Vice-President_____
Signature_____
(Print or type name and title)_____
Signature

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

A. Engineering Personnel

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

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the INDOT and no personnel will be assigned to the project until LPA and INDOT approval is obtained.

The full time RPR will take directions from and report to the INDOT's Area Engineer on all matters concerning contract compliance and administration.

The fulltime RPR will coordinate project activities with the LPA's Project Coordinator and INDOT's Area Engineer.

B. Description of Services

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

The CONSULTANT shall be available for conferences as requested by the LPA, State, and FHWA to review working details of the project. THE LPA, State and FHWA may review and inspect the activities whenever desired during the life of the Agreement.
3. Liaison: Serve as the LPA's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the fulltime RPR shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LPA and INDOT by the fulltime RPR.
4. Cooperate: with the LPA in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
5. Assist the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and sub-contractors.
6. Assist the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. Equipment: Furnish all equipment necessary to sample and test materials in accordance with INDOT's procedures.
8. Samples: Obtain field samples of materials delivered to the site as required by the State and deliver such samples to the appropriate INDOT laboratory office.
9. Shop Drawings:
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
 - b. Review approved shop and falsework drawings, specifications and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.

- c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. Review of Work, Inspection and Tests:
- a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana State Highway Commission Construction Manual and in accordance with current accepted practices.
 - c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
 - d. Verify that required testing has been accomplished.
11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. Records:
- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
 - b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request furnish copies of such a diary or log book to the LPA.
 - c. Maintain for the LPA, a record of names, addresses and telephone numbers of all sub-contractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted, and deliver to the LPA upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA.
13. Reports: Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. Progress Estimates: Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete in place in accordance with the Contract.
15. Project Responsibility: The RPR will be responsible for the documentation of pay quantities and estimates, and the maintenance of appropriate records related to the construction of this project.
16. Work Schedule and Suspension: The consultant's crew will be required to regulate their work week to conform to the contractor's hours in accordance with the directions of the INDOT's Area Engineer. If work on the construction project is suspended all matters concerning contract compliance and administration are complete, the services of the consultant may also be suspended without cost to the project.
17. Contract Administration: The CONSULTANT will administer the contract in accordance with INDOT's procedures.

18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT can not accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

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

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

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

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Standard Specifications and standard drawings applicable to the project
2. Plans of existing bridge within the project limits
3. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
4. Utility plans available to INDOT covering utility facilities govern the location of signals and underground conduits throughout the affected areas
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
6. Geotechnical investigation, if applicable

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

The CONSULTANT will be prepared to begin the work under this Agreement within five (5) days after a letter of notification to proceed is received from the LPA. The CONSULTANT shall conform to the below listed items:

- 1) Pre-Construction Minutes written and distributed for concurrence, five (5) days after the Pre-Construction meeting is held.
- 2) Final Construction Records to District Construction Director within forty-five (45) days of the contractors last day of work.
- 3) Amended Final Construction Record as necessary to meet the requirements for Tree Plantings and Notice of Termination to District Construction Director within ten (10) days of Tree Planting acceptance or Notice of Termination filing.

APPENDIX "D"

Compensation:

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$ 76,838.74, unless a supplement is executed by the parties that increases the maximum amount payable.
2. The CONSULTANT will be paid for the actual hours of work performed exclusively on this Contract in accordance with the negotiated hourly billing rates per classification:

<u>Labor Classification</u>	<u>Allowable Hourly Rates Per Year</u>	
	<u>2007</u>	<u>2008</u>
Department Manager	\$115.00	\$120.00

3. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage long distance calls, equipment rentals, reproduction, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such claim voucher shall be subject to approval as reasonable by the Local Public Agency prior to any reimbursement thereof.
5. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day and more than a 5-day week. This in turn may require the Resident Project Representative and Inspectors to work over 40 hours per week. The CONSULTANT shall not bill for overtime for any individual until 40 hours have been worked on the Contract for the week by that individual. Holidays hours not worked on the Contract do not apply to the 40 hour week total.
6. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

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

LPA's name and address
2. The claim vouchers shall represent the value to the Local Public Agency (LPA) of the partially completed work as of the date of the claim voucher. When submitting a claim voucher, the CONSULTANT shall furnish a copy of records showing the individuals who worked on this Contract during the month, their classification, the number of hours worked since the last claim voucher was submitted and the hourly rate.

3. If the LPA does not agree with the amount claimed by the CONSULTANT on a claim voucher, the LPA will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 2 of this Contract or the CONSULTANT's last known address.
4. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

City of Bloomington
Pedestrian Safety and Accessibility at Signalized Intersections
Inspection Fee Man-hour Justification
INDOT Des. 1600426
Contract number T-39434

HWC Engineering

I. Resident Inspection	MANHOURS	RATE/HOUR*		COSTS
Senior Project Manager	0	\$175.20		\$ -
Project Manager	0	\$126.14		\$ -
Inspection Group Manager	24	\$129.16		\$ 3,099.89
Senior Construction Inspector	530	\$109.77		\$ 58,176.77
Sr. Const. Inspection (overtime)	0	\$127.40		\$ -
Construction Inspector	100	\$90.59		\$ 9,059.09
Construction Inspector (overtime)	0	\$105.14		\$ -
Design Engineer	0	\$120.48		\$ -
Landscape Architect	0	\$121.57		\$ -
Designer/Technician	0	\$93.05		\$ -
Engineering Intern	0	\$44.89		\$ -
Engineering Intern (overtime)	0	\$52.10		\$ -
Clerical Support	0	\$75.37		\$ -
	<u>654</u>			<u>\$ 70,335.74</u>
Total Labor costs				\$ 70,335.74
Direct Expenses				\$ 2,603.00
DBE Subcontractor The Etica Group 5%				\$3,900.00
I. Total Inspection Costs			\$ 76,838.74	

Direct Expense Summary

<i>Mileage</i>	<i>Weeks</i>	<i>Miles/Week</i>	<i>Total mileage</i>	<i>\$0.38/mile</i>
Inspection Manager	6	150	900	\$342.00
Construction Inspector	17	350	5950	\$2,261.00
Direct Expenses			Total	\$2,603.00

Note: Mileage rate of \$.38 based on INDOT mileage reimbursement rate dated July 11, 2016. Mileage rate will be adjusted to match current INDOT rate should a new rate be implemented during course of this contract.

Travel reimbursement will be paid as described in the most current State of Indiana travel policy

One 3/4 time senior inspector is expected to be required for 17 weeks (20 hours preconstruction, 450 hours construction, 60 hours final records

One part time inspector to help as needed roughly 2 days a week for the peak six weeks of construction (total of 100 hours)

Inspection manager to visit site 6 times during construction.

	INDOT approved rate	INDOT approved overhead rate 180.08%	Allowable 11% profit	FCCM (0.42%)	Total rate/hour for 2017-18
2017-18 INDOT approved rates					
Calculations for hourly rates					
Senior Project Manager	\$56.28	\$101.35	\$17.34	\$0.24	\$175.20
Project Manager	\$40.52	\$72.97	\$12.48	\$0.17	\$126.14
Inspection Manager	\$41.49	\$74.72	\$12.78	\$0.17	\$129.16
Senior Construction Inspector	\$35.26	\$63.50	\$10.86	\$0.15	\$109.77
Sr. Const. Inspection (overtime)	\$52.89	\$63.50	\$10.86	\$0.15	\$127.40
Construction Inspector	\$29.10	\$52.40	\$8.97	\$0.12	\$90.59
Construction Inspector (overtime)	\$43.65	\$52.40	\$8.97	\$0.12	\$105.14
Design Engineer	\$38.70	\$69.69	\$11.92	\$0.16	\$120.48
Landscape Architect	\$39.05	\$70.32	\$12.03	\$0.16	\$121.57
Designer/Technician	\$29.89	\$53.83	\$9.21	\$0.13	\$93.05
Engineering Intern	\$14.42	\$25.97	\$4.44	\$0.06	\$44.89
Engineering Intern (overtime)	\$21.63	\$25.97	\$4.44	\$0.06	\$52.10
Clerical Support	\$24.21	\$43.60	\$7.46	\$0.10	\$75.37



Board of Public Works Staff Report

Project/Event: B-Line Extension INDOT/LPA Project Coordination Contract Approval

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 09/19/2017

Report: This project will connect the existing B-Line Trail terminus at Adams Street with the multiuse path on the 17th Street I-69 overpass. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed with federal funding for construction (\$1,000,000 in federal funds), and construction engineering (\$150,000 in reimbursable federal funds). Design will likely start in 2018 and construction is expected in 2021.

This is a standard INDOT/LPA contract that is required for INDOT to make the federal funds available for the project.

Recommendation and Supporting Justification: Staff recommends that the Board approve the B-Line Extension INDOT/LPA Project Coordination Contract.

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

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Current Item	9/19/2017
Design Services Contract	Future	2018
ROW Services Contract	Future	2018
Public Need Resolution	Future	2019
Construction Inspection Contract	Future	2020
Construction Contract	N/A*	2021

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

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

EDS #: A249-18-L170113

Des. No.: 1700735

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Bloomington**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

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

Seymour District Office
185 Agrico Lane
Seymour, Indiana 47274

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

City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the “Project”), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA’s Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT’s Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2020 and June 30, 2021**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2021 and June 30, 2023**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

E. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
6. As required by I.C. 5-22-3-7:
 - (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- G. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the

Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

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

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

- J. Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- K. Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- L. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- M. Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
 - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- N. Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this

Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

- Q. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: City of Bloomington

**STATE OF INDIANA
Department of Transportation**

Recommended for approval by:

Print or type name and title

Steven Duncan, Director
Contract Administration Division

Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

(FOR)

Joseph McGuinness, Commissioner

Print or type name and title

Date: _____

Signature and date

Department of Administration

Jessica Robertson, Commissioner

LPA DUNS # _____

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer

Jason D. Dudich, Director

Date: _____

Approved as to Form and Legality:

This instrument prepared by:

Ellen Hite

September 7, 2017

(FOR)

Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1700735**
Program: **Group II**
Type of Project: **Bike/Pedestrian Facilities**
Location: **Adams Street**

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

A project for bike/pedestrian facilities from the existing B-line Trail terminus at Adams Street to 17th at Crescent, in the City of Bloomington, Monroe County, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
 - or
 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

- A. If the Program shown on Attachment A is receiving **Group II** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **80%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **September 7, 2017**, the maximum amount according to the TIP dated **September 5, 2017** is **\$ 1,150,000.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- B. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ _____.
- C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;

- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

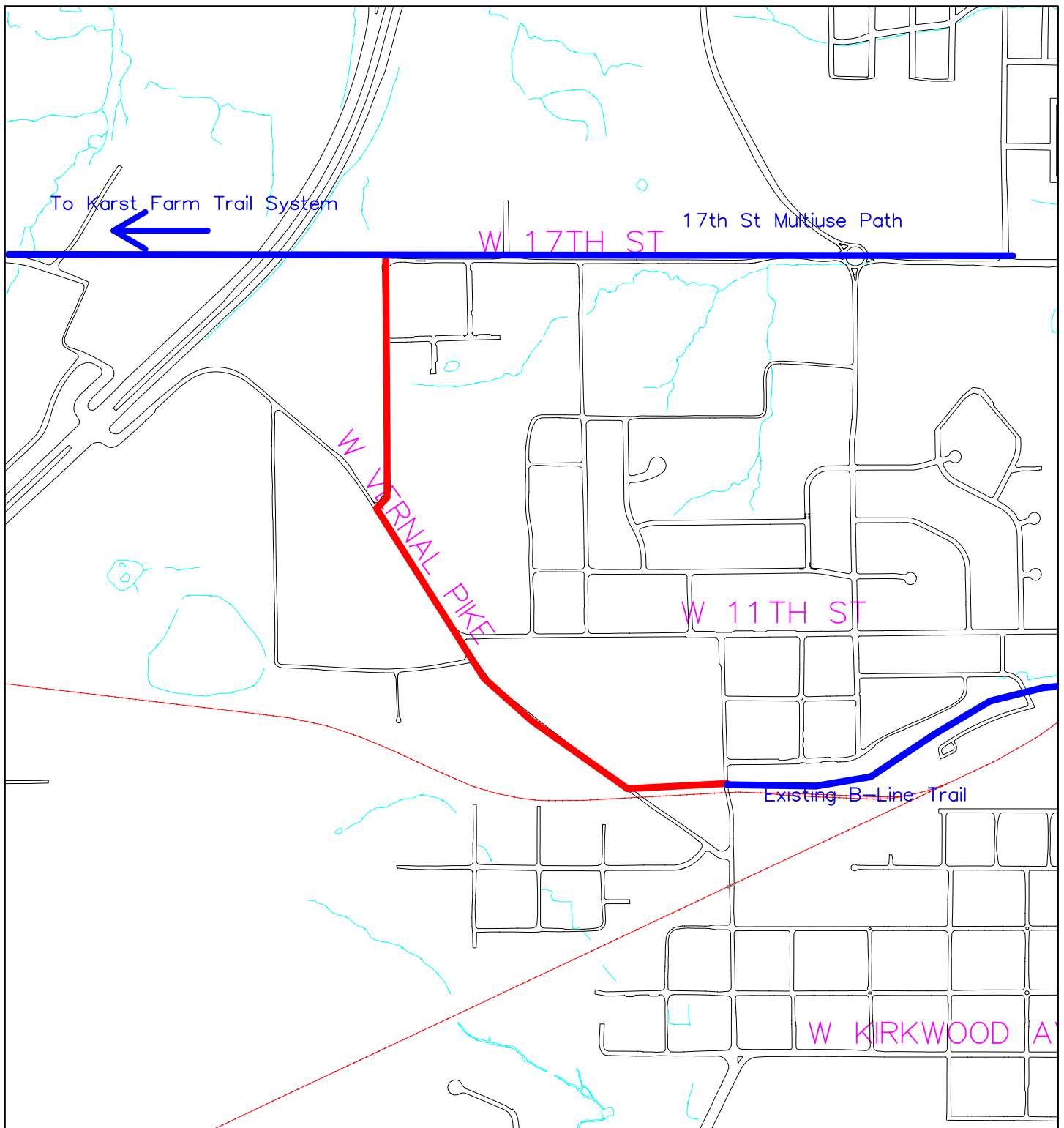
1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

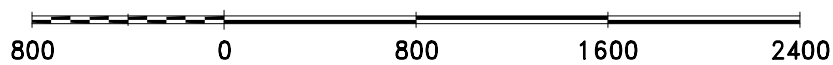
If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.



B-Line Trail Extension (Adams to 17th)

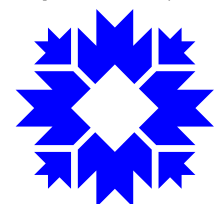
Note - actual route alignment to be determined during preliminary engineering.

By: koppern
29 Dec 16



For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation



Scale: 1" = 800'



Board of Public Works Staff Report

Project/Event: Crosswalk Improvements INDOT/LPA Project Coordination Contract Approval

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 09/19/2017

Report: This project will install or enhance pedestrian crosswalks at numerous locations throughout the City. Improvements may include marked crosswalks, accessible curb ramps, warning signs, flashing beacons, median refuge islands, curb bulbouts, raised crosswalks, and other traffic calming features. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is programmed with federal funding for construction (\$410,000 in federal funds) and construction engineering (\$60,684 in reimbursable federal funds). Right of way acquisition is not anticipated with this project. Design will likely start in 2019 and construction is expected in 2021.

This is a standard INDOT/LPA contract that is required for INDOT to make the federal funds available for the project.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Crosswalk Improvements INDOT/LPA Project Coordination Contract.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Current Item	9/19/2017
Design Services Contract	Future	2018/2019
ROW Services Contract	N/A	N/A
Public Need Resolution	N/A	N/A
Construction Inspection Contract	Future	2020
Construction Contract	N/A*	2021

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

**INDIANA DEPARTMENT OF TRANSPORTATION - LOCAL PUBLIC AGENCY
PROJECT COORDINATION CONTRACT**

EDS #: A249-18-L170114

Des. No.: 1700976

CFDA No.: 20.205

This Contract is made and entered into effective as of the date of the Indiana Attorney General signature affixed to this Contract, by and between the State of Indiana, acting by and through the Indiana Department of Transportation, (hereinafter referred to as INDOT), and the **City of Bloomington**, a local public agency in the State of Indiana (hereinafter referred to as the LPA), and collectively referred to as the PARTIES.

NOTICE TO PARTIES

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following address, unless otherwise specifically advised.

- A. Notice to INDOT, regarding contract provisions shall be sent to:

Office of LPA and Grant Administration
Attention: Director of LPA and Grant Administration
100 North Senate Avenue, Room N955
Indianapolis, Indiana 46204

With a copy to:

Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204

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

Seymour District Office
185 Agrico Lane
Seymour, Indiana 47274

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

City of Bloomington
401 North Morton Street
Bloomington, Indiana 47404

RECITALS

WHEREAS, the LPA has applied to INDOT, and INDOT has approved the LPA's application to receive federal funds for the Project described in Attachment A, and

WHEREAS, the LPA agrees to pay its share of the Project cost as stated in this Contract, and

WHEREAS, the PARTIES desire to contract on certain project description, scheduling, and funding allocation, and

WHEREAS, the PARTIES have determined the Project, is in the best interests of the citizens of the State of Indiana, and

WHEREAS, the PARTIES execute this Contract pursuant to Indiana Code §§ 8-23-2-5, 8-23-2-6, 8-23-4-7, 36-1-4-7, and 36-1-7-3, and Titles 23 and 49 of the United States Code and Titles 23 and 49 of the Code of Federal Regulations, and

WHEREAS, the LPA desires to expedite delivery of the Project, comply with all Federal requirements and fiscally manage the Project, and

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained, the LPA and INDOT agree as follows:

The “Recitals” and “Notice to PARTIES” above are hereby made an integral part and specifically incorporated into this Contract.

SECTION I PROJECT DESCRIPTION. INDOT and the LPA enter into this Contract to complete the project described in Attachment A (the “Project”), herein attached to and made an integral part of this Contract.

SECTION II LPA RESPONSIBILITIES. The LPA will provide the information and services, or shall cause the information and services to be provided, as set out in Attachment B (LPA’s Rights and Duties), herein attached to and made an integral part of this Contract. The LPA will follow all applicable INDOT procedures, guidelines, manuals, standards, specifications and directives.

SECTION III INDOT RESPONSIBILITIES. INDOT will provide the information and services as set out in Attachment C (INDOT’s Rights and Duties), herein attached to and made an integral part of this Contract.

SECTION IV PROJECT FUNDS. INDOT will not share in the cost of the Project. INDOT will disburse funds from time to time; however, INDOT will be reimbursed by the Federal Highway Administration (FHWA) or the LPA. Payment will be made for the services performed under this Contract in accordance with Attachment D (Project Funds), which is herein attached to and made an integral part of this Contract.

SECTION V TERM AND SCHEDULE.

- A. If the LPA has the plans, special provisions, and cost estimate (list of pay items, quantities, and unit prices) for the Project ready such that federal funds can be obligated (INDOT obligates the funds about 7 weeks before the date bids are opened for the construction contract), between **July 1, 2020 and June 30, 2021**, INDOT will make the federal funds shown in section I.A. and/or I.B. of Attachment D available for the Project, provided the Project is eligible, and provided the federal funds shown in section I.B. of Attachment D are available.
- B. In the event that federal funds for the Project are not obligated during the time listed in section V.A, but the LPA has the plans, special provisions, and cost estimate for the Project ready such that federal funds can be obligated between **July 1, 2021 and June 30, 2023**, INDOT will schedule the contract for letting, provided the Project is eligible, and provided the federal funds shown in section I.B of Attachment D are available.

- C. In the event that federal funds for the Project are not obligated during the period listed in section V.A. or section V.B, the federal funds allocated to the Project may be obligated in the fiscal year chosen by INDOT or the federal funds allocated to the Project will lapse.
- D. If the Program shown on Attachment A is Group I or Group II, Sections V.A, V.B and V.C do not apply, but will be obligated according to the fiscal year programmed in the most current MPO TIP, provided the MPO funding is within their fiscal year allocation or within the agreed upon use of the MPO's prior year balances.

SECTION VI **GENERAL PROVISIONS**

- A. **Access to Records.** The LPA shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Contract, and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for five (5) years from the date of final payment under the terms of this Contract, for inspection or audit by INDOT and/or the Federal Highway Administration ("FHWA") or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT, and/or FHWA. The LPA agrees that, upon request by any agency participating in federally-assisted programs with whom the LPA has contracted or seeks to contract, the LPA may release or make available to the agency any working papers from an audit performed by INDOT and/or FHWA of the LPA in connection with this Contract, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.
- B. **Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the LPA assigns to the State all right, title and interest in and to any claims the LPA now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.
- C. **Audits.** The LPA acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the LPA to be a "sub-recipient" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), following the expiration of this Contract the LPA shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The LPA is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract.

For audits conducted pursuant to Indiana Code 5-11-1, and audited by the Indiana State Board of Accounts on the time schedule set forth by the Indiana State Board of Accounts, the LPA shall provide to the Indiana State Board of Accounts, all requested documentation necessary to audit the Local Public Agency in its entirety.

If the audit is conducted by an independent public or certified public account and not the Indiana State Board of Accounts, the LPA shall submit the completed audit to the Indiana State Board of Accounts within 10 (ten) days of the completion of the audit.

The audit shall be an audit of the actual entity, or distinct portion thereof that is the LPA, and not of a parent, member, or subsidiary corporation of the LPA, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.

D. Certification for Federal-Aid Contracts Lobbying Activities. The LPA certifies, by signing and submitting this Contract, to the best of its knowledge and belief that the LPA has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, (Disclosure Form to Report Lobbying), in accordance with its instructions.
3. The LPA also agrees by signing this Contract that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

E. Compliance with Laws.

1. The LPA shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations there under, after execution of this Contract shall be reviewed by INDOT and the LPA to determine whether the provisions of this Contract require formal modification.
2. The LPA acknowledges that federal requirements provide for the possible loss of federal funding to one degree or another when the requirements of Public Law 91-646 and other applicable federal and state laws, rules and regulations are not complied with.
3. The LPA acknowledges paragraph 7 of the Federal Highway Program Manual, Volume 7, Chapter 1, Section 3, entitled "Withholding Federal Participation" which is herewith quoted in part as follows: "Where correctable noncompliance with provisions of law or FHWA requirements exist, federal funds may be withheld until compliance is obtained. Where compliance is not correctable, the FHWA may deny participation in parcel or project costs in part or in total."

4. The LPA and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, *et seq.*, Indiana Code § 4-2-7, *et seq.*, the regulations promulgated there under, and Executive Order 05-12, dated January 12, 2005. If the LPA is not familiar with these ethical requirements, the LPA should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ig/>. If the LPA or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the LPA. In addition, the LPA may be subject to penalties under Indiana Code §§ 4-2-6, 4-2-7, 35-44.1-1-4 and under any other applicable State or Federal laws.
5. The LPA represents and warrants that the LPA and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this agreement. Failure to do so may be deemed a material breach of this Contract and grounds for termination and denial of further work with the State.
6. As required by I.C. 5-22-3-7:
 - (1) The LPA and any officials of the LPA certify that:
 - (A) the LPA, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the LPA will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
 - (2) The LPA and any officials of the LPA certify that an affiliate or official of the LPA and any agent acting on behalf of the LPA or on behalf of an affiliate or official of the LPA except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

F. Debarment and Suspension.

1. The LPA certifies by entering into this Contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term “principal” for purposes of this Contract means an officer, director, key employee or other person with primary management or supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of the LPA.
2. The LPA certifies that it will verify the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred

subcontractor. The LPA shall immediately notify INDOT if any subcontractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

- G. Disadvantaged Business Enterprise Program.** Notice is hereby given to the LPA or a LPA Contractor that failure to carry out the requirements set forth in 49 CFR Sec. 26.13(b) shall constitute a breach of this Contract and, after notification, may result in termination of this Contract or such remedy as INDOT deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise ("DBE") assurance to be included in all subsequent contracts between the LPA and any contractors, vendors or suppliers:

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The LPA shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the LPA to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as INDOT, as the recipient, deems appropriate.

As part of the LPA's equal opportunity affirmative action program, it is required that the LPA shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise contractors, vendors or suppliers.

H. Disputes.

1. Should any disputes arise with respect to this Contract, the LPA and INDOT agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
2. The LPA agrees that, the existence of a dispute notwithstanding, it shall continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the LPA fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by INDOT or the LPA as a result of such failure to proceed shall be borne by the LPA.
3. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the PARTIES have ten (10) working days, unless the PARTIES mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
4. The PARTIES agree to resolve such matters through submission of this dispute to the Commissioner of INDOT. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the LPA within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the PARTIES concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the

Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

5. INDOT may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by INDOT to the LPA of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for LPA to terminate this Contract, and the LPA may bring suit to collect these amounts without following the disputes procedure contained herein.

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

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

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

- J. Force Majeure.** In the event either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a Force Majeure Event), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- K. Funding Cancellation Clause.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- L. Governing Laws.** This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
- M. Indemnification.** The LPA agrees to and shall indemnify, defend, exculpate, and hold harmless the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys and employees, individually and/or jointly, from any and all claims, demands, actions, liability and/or liens that may be asserted by the LPA and/or by any other person, firm, corporation, insurer, government or other legal entity, for any claim for damages arising out of any and all loss, damage, injuries, and/or other casualties of whatsoever kind, or by whomsoever caused, to the person or property of anyone on or off the right-of-way, arising out of or resulting from the performance of the contract or from the installation, existence, use, maintenance, condition, repairs, alteration and/or removal of any equipment or material, whether due in whole or in part to the acts and/or omissions and/or negligent acts and/or omissions:
- (a) of the State of Indiana, INDOT, and/or its/their officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (b) of the LPA, and/or its officials, agents, representatives, attorneys and/or employees, individually and/or jointly;
 - (c) of any and all persons, firms, corporations, insurers, government or other legal entity engaged in the performance of the contract; and/or
 - (d) the joint negligence of any of them, including any claim arising out of the Worker's Compensation law or any other law, ordinance, order, or decree.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in connection herewith in the event that the LPA shall default under the provisions of this section.

The LPA also agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State of Indiana, INDOT and/or its/their officials, agents, representatives, attorneys, and/or employees, individually and/or jointly, in asserting successfully a claim against the LPA for indemnity pursuant to this contract.

- N. Merger & Modification.** This Contract constitutes the entire agreement between the PARTIES. No understandings, agreements, or representations, oral or written, not specified within this

Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary PARTIES.

O. Non-Discrimination.

1. This Contract is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the LPA or any subcontractor.

Under IC 22-9-1-10 LPA covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, or status as a veteran.

2. The LPA understands that INDOT is a recipient of federal funds. Pursuant to that understanding, the LPA agrees that if the LPA employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the LPA will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The LPA shall comply with Section 202 of executive order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of Contract.

It is the policy of INDOT to assure full compliance with Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act and Section 504 of the Vocational Rehabilitation Act and related statutes and regulations in all programs and activities. Title VI and related statutes require that no person in the United States shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. (INDOT's nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran).

3. During the performance of this Contract, the LPA, for itself, its assignees and successors in interest (hereinafter referred to as the "LPA") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:
 - a. Compliance with Regulations: The LPA shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - b. Nondiscrimination: The LPA, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and

leases of equipment. The LPA shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

- c. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the LPA for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the LPA of the LPA's obligations under this Contract, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, income status, limited English proficiency, or status as a veteran.
- d. Information and Reports: The LPA shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a LPA is in the exclusive possession of another who fails or refuses furnish this information, the LPA shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of the LPA's noncompliance with the nondiscrimination provisions of this Contract, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the LPA under the Contract until the LPA complies, and/or (b) cancellation, termination or suspension of the Contract, in whole or in part.
- f. Incorporation of Provisions: The LPA shall include the provisions of paragraphs a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The LPA shall take such action with respect to any subcontract or procurement as the Indiana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the LPA becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the LPA may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the LPA may request the United States of America to enter into such litigation to protect the interests of the United States of America.

- P. Payment.** All payments made by INDOT, if any, shall be made in arrears in conformance with State fiscal policies and procedures and, as required by I.C. 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the LPA in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by I.C. 4-13-2-20.

- Q. Penalties, Interest and Attorney's Fees.** INDOT will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, I.C. 5-17-5, I.C. 34-54-8, and I.C. 34-13-1.
- R. Pollution Control Requirements.** If this Contract is for \$100,000 or more, the LPA:
1. Stipulates any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 2. Agrees to comply with all of the requirements of the Clean Air Act (including section 114) and the Federal Water Pollution Control Act (including section 308) and all regulations and guidelines issued there under; and
 3. Stipulates, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the FHWA of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA List of Violating Facilities.
- S. Severability.** The invalidity of any section, subsection, clause or provision of the Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.
- T. Status of Claims.** The LPA shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the LPA resulting from services performed under this Contract. The LPA shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, Indiana 46204-2249

The remainder of this page is intentionally left blank.

Non-Collusion

The undersigned attests, subject to the penalties for perjury, that he/she is the LPA, or that he/she is the properly authorized representative, agent, member or officer of the LPA, that he/she has not, nor has any other member, employee, representative, agent or officer of the LPA, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

In Witness Whereof, LPA and the State of Indiana have, through duly authorized representatives, entered into this Contract. The PARTIES having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

LPA: City of Bloomington

**STATE OF INDIANA
Department of Transportation**

Recommended for approval by:

Print or type name and title

Steven Duncan, Director
Contract Administration Division

Signature and date

Date: _____

Print or type name and title

Executed by:

Signature and date

(FOR)

Joseph McGuinness, Commissioner

Print or type name and title

Date: _____

Signature and date

Department of Administration

Jessica Robertson, Commissioner

LPA DUNS # _____

Date: _____

Attest

State Budget Agency

Auditor or Clerk Treasurer

Jason D. Dudich, Director

Date: _____

Approved as to Form and Legality:

This instrument prepared by:

Ellen Hite

September 7, 2017

(FOR)

Curtis T. Hill, Jr., Attorney General of Indiana

Date: _____

ATTACHMENT A
PROJECT DESCRIPTION

Des. No.: **1700976**
Program: **Group II Safety**
Type of Project: **Bike/Pedestrian Facilities**
Location: **Approximately 25 crosswalks in Bloomington**

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

A project for bike/pedestrian facilities for systematic safety improvements expected to include approximately 25 crosswalks, in the City of Bloomington, Monroe County, Indiana.

ATTACHMENT B

LPA'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law, regulations, rules, policies or procedures, or described elsewhere in this Contract, the following are the LPA's rights and duties under this Contract for the Project.

1. The LPA has requested and intends to use federal funds to partially pay for the Project. The LPA asserts that the LPA has completed or will complete the Project in accordance with INDOT's Design Manual (See http://www.in.gov/indot/design_manual/) and all pertinent state and federal laws, regulations, policies and guidance. The LPA or its consultant shall prepare the environmental document(s) for the Project in accordance with INDOT's Environmental Manual (See <http://www.in.gov/indot/2523.htm>). Land acquisition for the Project by the LPA or its consultant shall be in accordance with INDOT's Real Estate Manuals (See <http://www.in.gov/indot/2493.htm>).
2. The LPA acknowledges that in order for the cost of consultant services to be eligible for federal funds or federal credits, the consultant selection must be in accordance with INDOT's consultant selection procedure.
3. REQUIREMENTS FOR ADDITIONAL CONTRACTS
 - A. If the LPA wishes to contract with a consultant, contractor or other agent to complete work on the Project, LPA may:
 1. use the "LPA-CONSULTANT Agreement", which is found at <http://www.in.gov/indot/2833.htm> and is incorporated by reference; or
 2. use a form of agreement that has been reviewed and approved by INDOT.
4. The LPA agrees to provide all relevant documents including, but not limited to, all plans, specifications and special provisions, to INDOT for review and approval, and such approval will not be unreasonably withheld. If INDOT does not approve an LPA submittal, the LPA shall cause the submittal to be modified in order to secure INDOT's approval. The LPA understands that if it fails to provide a submittal, submits it late, or the submittal is not approvable, the schedule, cost, and federal funds for the Project may be jeopardized.
5. The LPA agrees to complete all right-of-way acquisition, utility coordination and acquire the necessary permit(s) and submit documentation of such to INDOT. The utility coordination shall be in accordance with 105 IAC 13.
6. At least ninety to one hundred twenty (90 to 120) calendar days prior to INDOT's scheduled construction letting for the project, the LPA will submit to INDOT documentation of the LPA's fiscal body's resolution or other official action irrevocably committing the LPA to fund the LPA's cost of the Project as described in Attachment D.

7. If the LPA has failed to meet any of the requirements of sections 1, 2, 4, 5, or 6 above, INDOT will not let the construction project. If INDOT, and FHWA where necessary, approve LPA's submittals, INDOT shall schedule the Project for letting at the next reasonable date.
8. The LPA shall pay the cost of the invoice of the construction, utility, and/or railroad work within thirty (30) calendar days from the date of INDOT's award of the construction contract.
9. The LPA understands time is of the essence regarding the Project timeline and payment of costs by the LPA. Delays in payment may cause substantial time delays and/or increased costs for the Project. If the LPA has not paid the full amount of the amount billed by INDOT, in accordance with Attachment D, within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this contract including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.
10. The LPA shall also be responsible for all costs associated with additional provisions and/or expenses in excess of the federal funds allocated to the project. The LPA, in conjunction with FHWA (if applicable) and INDOT shall review and approve all change orders submitted by the field Project Engineer/Supervisor, and such approvals shall not be unreasonably withheld.
11. The LPA shall provide competent and adequate engineering, testing, and inspection service to ensure the performance of the work is in accordance with the construction contract, plans and specifications and any special provisions or approved change orders. If, in INDOT's opinion, the services enumerated in this section are deemed to be incompetent or inadequate or are otherwise insufficient or if a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the services or replace the engineers or inspectors providing these services at the sole expense of the LPA.
 - A. If project inspection will be provided by full-time LPA employees:

The personnel must be employees of the LPA. Temporary employment or retainage-based payments are not permissible. INDOT must pre-approve, in writing, the LPA's personnel. Only costs incurred after INDOT's written notice to proceed to the LPA shall be eligible for federal-aid participation. All claims for federal-aid shall be submitted to the District office, referenced on Page 1, for payment.
 - or
 - B. If project inspection will be provided by the LPA's consultant:

INDOT must approve, in writing, the consultant personnel prior to their assignment to the project. The LPA shall execute a contract with a consultant setting forth the scope of work and fees. The LPA shall submit this contract to INDOT prior to INDOT's Ready for Contracts date for the Project. Only costs incurred after INDOT's written notice to proceed to the LPA and the LPA's written notice to proceed to the consultant shall be eligible for federal aid participation. All claims for federal-aid shall be submitted to the District office, referenced on page 1, for payment.

12. The LPA shall submit reports, including but not limited to quarterly reports, to INDOT regarding the project's progress and the performance of work per INDOT standard reporting methods. If the required reports are not submitted, federal funds may be withheld.
13. The LPA hereby agrees that all utilities which cross or otherwise occupy the right-of-way of said Project shall be regulated on a continuing basis by the LPA in accordance with INDOT's Utility Procedure and Accommodation Policy (See <http://www.in.gov/indot/2389.htm>). The LPA shall execute written use and occupancy contracts as defined in this Policy.
14. If FHWA or INDOT invokes sanctions per Section VI.D.2. of the General Provisions of this contract, or otherwise denies or withholds federal funds (hereinafter called a citation or cited funds) for any reason and for all or any part of the Project, the LPA agrees as follows:
 - a. In the case of correctable noncompliance, the LPA shall make the corrections, to the satisfaction of FHWA and INDOT, in a reasonable amount of time. If the LPA fails to do so, paragraph 14.b. and/or 14.c. below, as applicable, shall apply.
 - b. In case a citation for noncompliance is not correctable or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA and INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, this paragraph shall apply and adjustments shall be made as follows:
 1. The LPA shall reimburse INDOT the total amount of all right-of-way costs that are subject to FHWA citation that have been paid by INDOT to the LPA.
 2. If no right-of-way costs have as yet been paid by INDOT to the LPA or to others, INDOT will not pay any right-of-way claim or billing that is subject to FHWA citation.
 3. The LPA agrees that it is not entitled to bill INDOT or to be reimbursed for any of its right-of-way liabilities or costs that are subject to any FHWA citation in force.
 - c. If FHWA issues a citation denying or withholding all or any part of construction costs due to LPA noncompliance with right-of-way requirements, and construction work was or is in progress, the following shall apply:
 1. INDOT may elect to terminate, suspend, or continue construction work in accord with the provisions of the construction contract.
 2. INDOT may elect to pay its obligations under the provisions of the construction contract.
 3. In the case of correctable noncompliance, the LPA shall make the corrections in a reasonable amount of time to the satisfaction of FHWA and INDOT.

4. In case the noncompliance is not correctable, or if correctable and the LPA does not make any corrections, or if correctable and the LPA makes corrections that are not acceptable to FHWA or INDOT, or for whatever reason the FHWA citation continues in force beyond a reasonable amount of time, and construction work has been terminated or suspended, the LPA agrees to reimburse INDOT the full amount it paid for said construction work, less the amount of federal funds allowed by FHWA.
- d. In any case, the LPA shall reimburse INDOT the total cost of the Project, not eligible for federal participation.
- e. If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or any other entity through INDOT under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within forty-five (45) days after receipt of a billing from INDOT. Payment for any and all costs incurred by the LPA which are not eligible for federal funding shall be the sole obligation of the LPA.

ATTACHMENT C

INDOT'S RIGHTS AND DUTIES

In addition to any other rights and duties required by Indiana or federal law or regulations or described elsewhere in this Contract, the following are INDOT's rights and duties under the Contract:

1. INDOT shall have full authority and access to inspect and approve all plans, specifications and special provisions for the Project regardless of when those plans, specifications, special provisions or other such Project documents were created.
2. INDOT shall complete all railroad coordination for the Project on behalf of the LPA.
3. After the LPA has submitted and INDOT has accepted and/or approved all pre-letting documents, INDOT will prepare the Engineer's Estimate for construction of the Project.
4. If the LPA owes INDOT money which is more than 60 days past due, INDOT will not open the construction bids for the Project.
5. Not later than sixty (60) calendar days after receipt by INDOT of a certified copy of a resolution from the LPA's fiscal body authorizing the LPA to make payment to INDOT according to the terms of Attachment D, and fulfillment of all other pre-letting obligations of this contract, INDOT shall, in accordance with applicable laws and rules (including I.C. 8-23-9, I.C. 8-23-10, and 105 I.A.C. 11), conduct a scheduled letting.
6. Subject to the LPA's written approval, INDOT shall award the construction contract for the Project according to applicable laws and rules.
7. Not later than seven (7) calendar days after INDOT awards the construction contract described above, INDOT shall invoice the LPA for the LPA's share of the construction cost.
8. If INDOT has received the LPA's share of the Project construction cost and if the lowest qualified bidder has not otherwise been disqualified, INDOT shall issue notice to proceed for the Project to the contractor within fourteen (14) calendar days of its receipt of the LPA share of the construction cost.
9. INDOT shall have the right and opportunity to inspect any construction under this Contract to determine whether the construction is in conformance with the plans and specifications for the Project.
10. In the event the engineering, testing, and inspection services provided by the LPA, in the opinion of INDOT, are deemed to be incompetent or inadequate or are otherwise insufficient or a dispute arises, INDOT shall, in its sole discretion, have the right to supplement the engineering, testing, and inspection force or to replace engineers or inspectors employed in such work at the expense of the LPA. INDOT's engineers shall control the work the same as on other federal aid construction contracts.
11. After the final Project audit is approved by INDOT, the LPA shall, within forty-five (45) days after receipt of INDOT's bill, make final payment to INDOT pursuant to Attachment D or INDOT shall, within forty-five (45) days after approval of the audit, refund any Project overpayment to the LPA.

ATTACHMENT D

PROJECT FUNDS

I. Project Costs.

- A. If the Program shown on Attachment A is receiving **Group II Safety** federal-aid funds for the project, the LPA is allocated the funds through the MPO as written in their fiscally constrained TIP. Any adjustments (positive or negative) to the dollar amount listed in the TIP, or any increase or decrease in the funding from a prior year, authorized by the MPO that may not be reflected in the current TIP, are hereby considered adjustments to the contract between the LPA and INDOT, as the MPO must maintain fiscal constraint for all projects listed. Federal funds made available to the LPA by INDOT will be used to pay **90%** of the eligible Project costs. The maximum amount of federal-aid funds allocated to the Project is dependent upon the current TIP allocation. As of this date, **September 7, 2017**, the maximum amount according to the TIP dated **September 5, 2017** is **\$ 470,684.00**. The most current MPO TIP page, or MPO authorization, is uploaded into INDOT's Scheduling Project Management System (SPMS).

OR

- B. Federal-aid Funds made available to the LPA by INDOT will be used to pay _____ % of the eligible Project costs. The maximum amount of federal funds allocated to the project is \$ _____.
- C. The LPA understands and agrees that in accordance with I.C. 8-23-2-14, INDOT retains 2.5% of the final construction costs for oversight of construction inspection and the testing of construction materials.
- D. The LPA understands and agrees that it is INDOT's policy to only allow non-discretionary changes to a Project scope after bidding. Changes to the Project scope after bidding that are by the choice of the LPA and are not required to complete the Project will not be eligible for federal-aid funds and must be funded 100% locally.
- E. The LPA understands and agrees that the federal-aid funds allocated to the Project are intended to accomplish the original scope of the Project as designed. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the Local Program.
- F. If the Program shown on Attachment A is Group I or Group II, Section E. does not apply. If the Project bid prices are lower than estimated, the LPA may not utilize those federal-aid funds and the remaining balance of federal-aid funds will revert back to the MPO.
- G. The remainder of the Project cost shall be borne by the LPA. For the avoidance of doubt, INDOT shall not pay for any costs relating to the Project unless the PARTIES have agreed in a document (which specifically references section I.D. of Attachment D of this contract) signed by an authorized representative of INDOT, the Indiana Department of Administration, State Budget Agency, and the Attorney General of Indiana.
- H. Costs will be eligible for FHWA participation provided that the costs:
- (1) Are for work performed for activities eligible under the section of title 23, U.S.C., applicable to the class of funds used for the activities;

- (2) Are verifiable from INDOT's or the LPA's records;
- (3) Are necessary and reasonable for proper and efficient accomplishment of project objectives and meet the other criteria for allowable costs in the applicable cost principles cited in 49 CFR section 18.22;
- (4) Are included in the approved budget, or amendment thereto; and
- (5) Were not incurred prior to FHWA authorization.

II. Billings.

A. Billing:

1. When INDOT awards and enters into a contract (i.e., construction, utility, and/or railroad) on behalf of the LPA, INDOT will invoice the LPA for its share of the costs. The LPA shall pay the invoice within thirty (30) calendar days from date of INDOT's billing.
2. The LPA understands time is of the essence regarding the Project timeline and costs and delays in payment may cause substantial time delays and/or increased costs for the Project.
3. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT shall be authorized to cancel all contracts relating to this Contract, including the contracts listed in II.A.1 of Attachment D and/or proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds from the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account.

B. Other Costs:

1. The LPA shall pay INDOT for expenses incurred in performing the final audit less the amount eligible for Federal-aid reimbursement.

III. Repayment Provisions.

If for any reason, INDOT is required to repay to FHWA the sum or sums of federal funds paid to the LPA or on behalf of the LPA under the terms of this Contract, then the LPA shall repay to INDOT such sum or sums within thirty (30) days after receipt of a billing from INDOT. If the LPA has not paid the full amount due within sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to compel the Auditor of the State of Indiana to make a mandatory transfer of funds for the LPA's allocation of the Motor Vehicle Highway Account to INDOT's account until the amount due has been repaid.



Board of Public Works Staff Report

Project/Event: 4th Street Garage Skywalk Upgrade and Repair
Petitioner/Representative: Public Works/Parking Garages
Staff Representative: Ryan Daily
Meeting Date: September 19, 2017

The City of Bloomington, Public Works Department, publicly requested quotes to renovate the Skywalk at the 4th Street Garage in January 2017.

Quotes were open to bid in January of 2017. No quotes were presented. The following vendors were then contacted to provide a bid:

Strauser Construction	*No Bid offered*
Halina Garrison	*No Bid offered*
Staggs Construction	*No Bid offered*
Ankriss Services	\$86,380.20

Staff Recommends using Ankriss Services at the quoted price of \$89,648.76 for the work at the 4th Street Garage.

We budgeted a total of \$45,000 for this project in 2017 in line 53650. We will not be performing Stairwell upgrades at Walnut Street garage this year, freeing up \$50,000 budgeted. The scope of work originally considered has expanded to include a new flooring for the entire walkway.

Recommend X Approval Denial by: Ryan Daily

AGREEMENT

BETWEEN

**CITY OF BLOOMINGTON
AND**

**ANKRISS SERVICES
FOR**

4th STREET PARKING GARAGE SKYWALK RENOVATION

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Board of Public Works (hereinafter CITY), and Ankriss Services, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement no later than forty-five days (45) from issuance of the Notice to Proceed or unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages

to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. CONTRACTOR agrees that CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02. Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed **Eighty-Six Thousand, Three Hundred Eighty Dollars and Twenty Cents (\$86,380.20)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

3.06. **Engineer** The City Engineer shall act as the CITY's representative and assume all duties

and responsibilities and have all the rights and authority assigned to the Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the

Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01. CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03. Successors and Assigns

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

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

5.04. Extent of Agreement: Integration

5.04.01 This Agreement consists of the following parts, each of which is as fully a part of this

Agreement as if set out herein:

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda, if applicable.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds, if required.
14. The Escrow Agreement, if required.
15. Request for Taxpayer Identification number and certification (W-9) on award of contract.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05. Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence	\$1,000,000 per

Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;
Contractual liability insurance as applicable to any hold-harmless agreements;
Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;
Broad form property damage - including completed operations;
Fellow employee claims under Personal Injury; and
Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled

or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06. Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07. Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08. Non-Discrimination

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09. Workmanship and Quality of Materials

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

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

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

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

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond – IF REQUIRED

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

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

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

5.13. Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit

satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Ankriss Services
Attn: Ryan Daily, Parking Garage Manager	Attn: David Padgett
P.O. Box 100	3345 E. Mount Ebal Rd
Bloomington, Indiana 47402	Bloomington, IN 47401

5.15. Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status

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

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

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

5.19 No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto, affirming that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Ankriss Services

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Member

David Padgett
Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

CITY OF BLOOMINGTON
Legal Department
Reviewed By: <u>Sackie Moose</u>
DATE: <u>9.13.17</u>

ATTACHMENT 'A'
"SCOPE OF WORK"
4th Street Parking Garage Skywalk Renovation

The Scope of Work shall include, but is not limited to, the demolition and replacement of the existing ceiling, exit and entry doors, flooring, walls structures, and minor electrical work commensurate with Monroe County Building Code requirements.

Unless otherwise specifically provided in this proposal, a reference to material, or patented process by trade name in these requirements shall be regarded as establishing a standard of quality, and shall not be construed as limiting competition. Equal products may be substituted with the approval of the City's Parking Garage Manager. Equivalency of substituted products shall be determined by the Parking Garage Manager and is his sole discretion.

The selected contractor shall furnish all materials, labor, equipment, and tools to complete the following Scope of Work.

General Information

1. The contractor will obtain Parking Garage Manager's approval on all materials to be installed.
2. All work and material must conform and comply with the Monroe County Building Code requirements.
3. Selected Contractor shall be responsible for obtaining all permits and approvals required by the Monroe County Building Department.

Ceiling

1. Remove current ceiling tiles and supports and replace with ceiling tiles equivalent to:
 - a. Armstrong Ceilings Random Textured Contractor 16-Pack White Fissured 15/16 inch Drop Acoustic Panel Ceiling Tiles (Common: 24-in x 24-in; Actual: 23.532-in x 23.532-in)
2. Locate source of ceiling leakage on top level of the Skyway near the parking garage entry point and perform any necessary repairs to ensure water tightness.

Walls

1. Remove and dispose of all carpet and wall insulation from the interior walls.
2. Concrete walls shall be finished with a 2-coat Portland Cement Plaster Stucco. The product used shall be listed on the Stucco Manufacturers Association (SMA) approved product list for cement walls.

3. Contractor shall repair any interior wall damage and remove any obstructions that may prevent the proper application of the stucco finish.
4. Prior to the application of the stucco finish, the contractor shall etch the cement walls and apply a bonding agent to insure the adhesion of the stucco finish as prescribed by the Stucco Manufacturer.
5. Install cultured stone along the bottom edge of both walls at least 2" inches from the bottom of floor. Contractor shall supply sample of cultured stone to Parking Garage Manager for approval prior to installation.
6. Walls around door frames shall be painted with a high-gloss white or gray enamel paint to match door and door frame. Paint should be Rust-Oleum Professional Exterior Enamel or equal.

Flooring

1. Remove and dispose of all existing tile.
2. Prepare existing subfloor for new installation of non-slip quarry tile. Tile shall be commercial grade able to withstand heavy to extra heavy traffic. Tile shall be approved by Parking Garage Manager prior to installation.
3. The tile shall be trimmed with a bullnose cover base complimentary to the floor tile.

Doors

1. Remove and replace door frames at each entry/exit point. New door frames shall be steel and shall meet or exceed the quality and durability of the frames currently in place. The door frames shall meet the following features:
 - a. Minimum of sixteen (16) gauge steel
 - b. Fire rating of ninety (90) minutes
2. Remove, replace, and install push bar exit doors on each end of the walkway with the following:
 - a. Commercial grade galvanized steel door, 18 Gauge, rust resistant, ADA compliant, with a ninety (90) minute rated fire label. The window shall be a center cut out, fire resistant window with reinforced glass. Color: Painted Gray or White to match the surrounding walls.

Miscellaneous

1. Remove and replace caulking in all joints, cracks, voids and seams. Caulking shall be equivalent to:
 - a. GE™ Silicone I Clear Silicone Window and Door Caulk
2. Contractor shall be responsible for the removal of all construction waste and shall dispose of this material in the most efficient and sustainable way on a daily basis.

"AFFIDAVIT"

STATE OF Indiana)
COUNTY OF Monroe)SS:

E-VERIFY AFFIDAVIT

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

1. The undersigned is the Owner of Markross Services
a. (job title) (company name)

2. The company named herein that employs the undersigned:

- i. has contracted with or seeking to contract with the City of Bloomington to provide services; OR
- ii. is a subcontractor on a contract to provide services to the City of Bloomington.

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

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

[Signature]
Signature
DAVID PADGETT
Printed Name

STATE OF Indiana)
COUNTY OF Monroe)SS:

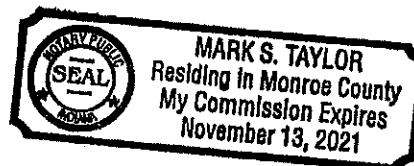
Before me, a Notary Public in and for said County and State, personally appeared David Padgett and
acknowledged the execution of the foregoing this 5th day of September, 2017.

[Signature]
Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: 11-13-21

County of Residence: Monroe



NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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 13 day of September, 2017.

Amkriss Services
(Name of Organization)

By: [Signature]

DAVID DADGETT
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this 13 day of September, 2017.

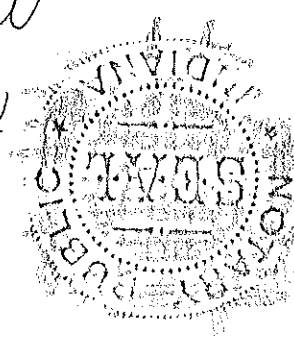
My Commission Expires:

5-29-25

Resident of Monroe County

[Signature]
Notary Public Signature

Heather Whitlow
Printed Name





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/05/2017

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

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

PRODUCER Sandi Taylor Hometown Insurance LLC 410 W Kirkwood Ave, Suite A Bloomington, IN 47404 License #: 883571	CONTACT NAME: Mark Taylor	FAX (A/C, No): (812)822-2173	
	PHONE (A/C, No, Ext): (812)822-2277	E-MAIL ADDRESS: mark@sthometownins.com	
INSURED David Padgett Ankriss Services 3345 E Mount Ebal Rd Bloomington, IN 47401-9081	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Erie Insurance Exchange		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER: 00000000-0****REVISION NUMBER: 3**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		Q340721198	10/07/2016	10/07/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

City of Bloomington
PO Box 100
Bloomington, IN 47402

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

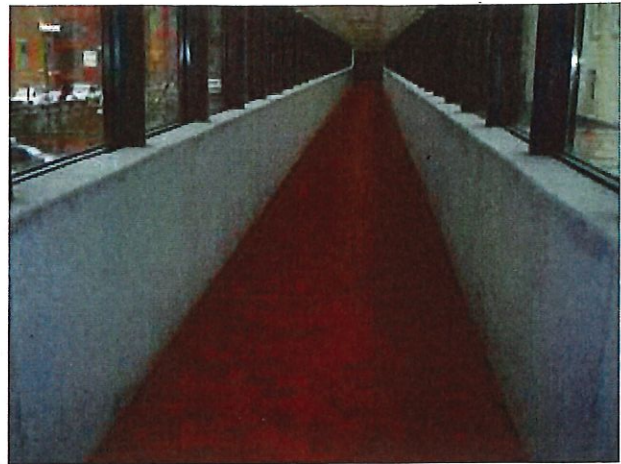
(MST)

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Photos of the current Skywalk interior



Remove carpet and old insulation. Replace with stucco. Caulk tile to floor, tile to window.



Remove and replace flooring



Replace all existing ceiling tile and supports



Remove and replace existing doors and frames. Paint area around doors, high gloss, white



Board of Public Works Staff Report

Project/Event: City Hall Atrium Wall Repair

Petitioner/Representative: Public Works Department, Facilities Division

Staff Representative: J. D. Boruff

Meeting Date: September 19, 2017

The condition of the wall adjoining the stairway in the atrium of City Hall has deteriorated due to extensive use for hanging artwork. The drywall has been penetrated numerous times and is in bad condition. The wall covering is likewise in need of replacement. There is a need not only to replace the drywall and wallcoverings, but also a need to install a system for hanging artwork that will prevent future damage to the wall. It would also be beneficial to cover the wall with sound absorbing material to deaden sound within the atrium.

Quotes were requested from General Interiors, Ankriss Services, and Wegener Construction. General Interiors and Ankriss Services submitted quotes, but Wegener Construction declined the opportunity to submit a one. The quoted amounts were as follows:

Company	Amount
General Interiors	\$17,775.00
Ankriss Services	\$10,469.00

Staff recommends awarding contract to Ankriss Services. They were the lowest bid and have done work for several City Departments in the past and performed well.

Respectfully submitted,

J. D. Boruff
Operations and Facilities Director

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

ANKRISS SERVICES

FOR

CITY HALL ATRIUM WALL REFURBISHMENT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Ankriss Services, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **SCOPE OF WORK** (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

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

ARTICLE 1. **TERM**

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

ARTICLE 2. **SERVICES**

2.01 CONTRACTOR shall complete all work required under this Agreement within ninety (90) calendar days after the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Ten Thousand Four Hundred Sixty-Nine Dollars and Twenty Cents (\$ 10,469.20). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold ten percent (10%) of the dollar value of all work satisfactorily completed until the Contract work is fifty percent (50%) completed. No additional retainage shall be withheld on the remaining fifty percent (50%) of the Contract work. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

5.02.04 CITY shall send CONTRACTOR a written notice of default. If CONTRACTOR, or his Surety, within a period of ten (10) days after such notice, fails to remedy the default, then CITY shall have full power and authority, without violation of the Contract, to take the prosecution of the work out of the hands of said CONTRACTOR, to appropriate or use any or all materials

and equipment on the ground as may be suitable and acceptable, and may, at its option, turn the work over to the Surety, or enter into an agreement with another Contractor for the completion of the Agreement according to the terms and provisions thereof, or CITY may use such other methods as, in its opinion, shall be required for the completion of said Contract in an acceptable manner.

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance and Payment Bonds.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate

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

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 Necessary Documentation CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 Applicable Laws CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 Non-Discrimination

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

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

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

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

5.09 Workmanship and Quality of Materials

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

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

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the Director of Public Works and are not subject to arbitration.

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Ankriss Services
Attn: J. D. Boruff	Attn: Dave Padgett
P.O. Box 100 Suite 130	736 S. Morton St.
Bloomington, Indiana 47402	Bloomington, Indiana 47403

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within five (5) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the five (5) calendar day limitation will be

waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Attachment C, affirming that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Ankriss Services

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Melanie K. Boatman, Vice President

Printed Name

Dana Palazzo, Secretary

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

City Hall Atrium Wall Refurbishment

This project shall include, but is not limited to, the following **SCOPE OF WORK**:

1. Remove existing wall covering and approximately 435 square feet of drywall from stairway wall on the north end of the Atrium at the main entrance to City Hall (Showers Building).
2. Install approximately 435 square feet of new ¾ inch drywall. Seams are to be taped, but do not need to be sanded if seams will not show through an exterior layer of carpet. The manufacturer's installation instructions included in this package.
3. Install approximately 435 square feet of Acousti-Row FR sound dampening carpet manufactured by Vertical Wall Solutions. The manufacturer's specification sheet is included in this package.
4. Installation of rail system for hanging artwork along top of wall. Examples of these systems can be found at:

Gallery System

<https://www.galleriesystem.com>

800-460-8703

Absolute Museum & Gallery Products

www.artdisplay.com

800 862 9869

Nova Display Systems

<http://www.novadisplaysystems.com>

800-753-9688

Bidders Responsibilities:

1. Bidder is responsible for verifying all measurements and square footages provided. ***Numbers given are approximate only!***
2. Bidder is responsible for locating a source of specified materials and pricing them. The color of material selected is labeled "Grape" in the manufacturer's literature.

Contractors Responsibilities:

1. Provide all labor and materials for the completion of the work. This includes any lifts or scaffolding required.
2. Contractor shall be responsible for the acquisition of sound dampening carpet and rail system for hanging artwork.
3. Once work commences, the project must be completed without interruption. The work site is in the highest traffic public area in City Hall and work must be completed in a timely manner.
4. Worksite shall be kept neat, clean. Debris shall be swept up as it is generated.
5. Clear and safe travel areas shall be maintained at all times. Temporary closures of the stairwell shall be allowed when materials are being lifted into place and secured.

E-Verify Affidavit

STATE OF INDIANA)

) SS:

COUNTY OF MONROE)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)

)SS:

COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

ATTACHMENT C

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Claim Register

Invoice Date Range 09/12/17 - 09/22/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Josh & Sara Erlien	01-Erlieen-refund adoption fee-canine	09/12/2017	09/22/2017	55.00
Justin Middleton	01-Middleton-refund adoption fee-canine	09/12/2017	09/22/2017	75.00
Account 43430 - Animal Adoption Fees Totals 2				\$130.00
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	01-notebooks	09/12/2017	09/22/2017	.36
5103 - Staples Contract & Commercial, INC	01-dust pan, mop heads	09/12/2017	09/22/2017	3.08
5103 - Staples Contract & Commercial, INC	01-pens	09/12/2017	09/22/2017	4.32
5103 - Staples Contract & Commercial, INC	01-staples, scissors, stapler, correction ink	09/12/2017	09/22/2017	8.53
Account 52110 - Office Supplies Totals 4				\$16.29
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-trash liners, cleaning pads	09/12/2017	09/22/2017	167.02
313 - Fastenal Company	01-bleach, dust mop	09/12/2017	09/22/2017	79.69
4586 - Hill's Pet Nutrition Sales, INC	01-dog/cat food-8/25/17	09/12/2017	09/22/2017	166.28
4586 - Hill's Pet Nutrition Sales, INC	01-prescription vet food-canine/feline-8/25/17	09/12/2017	09/22/2017	119.97
4586 - Hill's Pet Nutrition Sales, INC	01-kitten food-9/1/17	09/12/2017	09/22/2017	78.30
3929 - IDEXX Laboratories, INC	01-FIV/FelV diagnostic tests	09/12/2017	09/22/2017	1,322.00
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-8/18/17	09/12/2017	09/22/2017	6.12
4549 - Kroger Limited Partnership I	01-rabbit food-romaine lettuce, parsley-9/7/17	09/12/2017	09/22/2017	12.62
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-Med-9/5/17	09/12/2017	09/22/2017	51.60
4633 - Midwest Veterinary Supply, INC	01-antibiotics, IV set, sharp container-9/5/17	09/12/2017	09/22/2017	161.98
4633 - Midwest Veterinary Supply, INC	01-antibiotics, fluids, syringes-8/30/17	09/12/2017	09/22/2017	148.55
4137 - Patterson Veterinary Supply, INC	01-vinyl exam gloves-Large	09/12/2017	09/22/2017	52.00
4137 - Patterson Veterinary Supply, INC	01-syringes, vinyl exam gloves-XL/L	09/12/2017	09/22/2017	288.68
4666 - Zoetis, INC	01-antibiotics	09/12/2017	09/22/2017	207.19
Account 52210 - Institutional Supplies Totals 14				\$2,862.00
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co INC	19-ACC-hardware to repair A/C, tool table	09/12/2017	09/22/2017	5.48
409 - Black Lumber Co INC	19-ACC-1 1/4" flex coupling	09/12/2017	09/22/2017	3.99
Account 52310 - Building Materials and Supplies Totals 2				\$9.47
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-8/1-8/17/17	09/12/2017	09/22/2017	3,672.00
Account 53130 - Medical Totals 1				\$3,672.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill August 2017	09/12/2017	09/22/2017	458.15
Account 53530 - Water and Sewer Totals 1				\$458.15
Account 53990 - Other Services and Charges				
231 - Indiana University Health Bloomington, INC	01-D. Samuelson-hearing test	09/12/2017	09/22/2017	29.00
231 - Indiana University Health Bloomington, INC	01-D. Edwards-hearing test	09/12/2017	09/22/2017	29.00
4483 - City Lawn Corporation	19-3410 S. Walnut-mowing 8/4, 8/14 & 8/29/17	09/12/2017	09/22/2017	300.00
Account 53990 - Other Services and Charges Totals 3				\$358.00



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Department 02 - Public Works		Program 010000 - Main Totals 27		\$7,505.91
Program 020000 - Main		Department 01 - Animal Shelter Totals 27		\$7,505.91
Account 46060 - Other Violations				
Beverly Clark	14-Clark-refund overpayment pkg citation A1702744	09/12/2017	09/22/2017	25.00
		Account 46060 - Other Violations Totals 1		\$25.00
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	02-expansion files	09/12/2017	09/22/2017	29.43
5103 - Staples Contract & Commercial, INC	02-colored tab file folders, record book, labeler tape	09/12/2017	09/22/2017	123.13
		Account 52110 - Office Supplies Totals 2		\$152.56
Account 53170 - Mgt. Fee, Consultants, and Workshops				
3472 - Lucy, INC	02-ACT fees 2017	09/12/2017	09/22/2017	1,500.00
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1		\$1,500.00
Account 53910 - Dues and Subscriptions				
4498 - American Public Works Association	02-Membership renewal 10/1/17 to 9/30/18-9 employees	09/12/2017	09/22/2017	1,346.67
		Account 53910 - Dues and Subscriptions Totals 1		\$1,346.67
Account 53990 - Other Services and Charges				
205 - City Of Bloomington	02-PC Reimb-Mo Co Rec.-BPW Encroachment-209 S. College	09/12/2017	09/22/2017	25.00
205 - City Of Bloomington	02-PC Reimb-Mo Co Rec.-BPW Encroachment-413-429 S. Walnut	09/12/2017	09/22/2017	25.00
		Account 53990 - Other Services and Charges Totals 2		\$50.00
		Program 020000 - Main Totals 7		\$3,074.23
		Department 02 - Public Works Totals 7		\$3,074.23
Department 03 - City Clerk				
Program 030000 - Main				
Account 52110 - Office Supplies				
3404 - J.R. Watkins & Family, INC (Signs Now)	03-remove existing name/replace J. Sims	09/12/2017	09/22/2017	25.00
5103 - Staples Contract & Commercial, INC	03-suction cup w/hook, pens, masking tape	09/12/2017	09/22/2017	34.74
5103 - Staples Contract & Commercial, INC	03-HD in-ear headphones	09/12/2017	09/22/2017	49.99
5103 - Staples Contract & Commercial, INC	03-legal file folders, moleskin cashier journal	09/12/2017	09/22/2017	16.18
5103 - Staples Contract & Commercial, INC	03-moleskin cashier journal	09/12/2017	09/22/2017	5.18
5103 - Staples Contract & Commercial, INC	03-Avery translucent document wallet-1 box	09/12/2017	09/22/2017	21.72
5103 - Staples Contract & Commercial, INC	03-universal top tab file folders	09/12/2017	09/22/2017	12.63
5103 - Staples Contract & Commercial, INC	03-translucent document wallet-2 boxes	09/12/2017	09/22/2017	43.44
		Account 52110 - Office Supplies Totals 8		\$208.88
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	03-Fireking 4 shelf cabinet-2	09/12/2017	09/22/2017	7,645.40
		Account 52420 - Other Supplies Totals 1		\$7,645.40
Account 53320 - Advertising				
323 - Hoosier Times, INC	03-Public Notice-Ordinance 17-23-Amend Title 15	09/12/2017	09/22/2017	273.07
		Account 53320 - Advertising Totals 1		\$273.07
		Program 030000 - Main Totals 10		\$8,127.35
		Department 03 - City Clerk Totals 10		\$8,127.35
Department 05 - Common Council				



Board of Public Works Claim Register

Invoice Date Range 09/12/17 - 09/22/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Program 050000 - Main				
Account 52410 - Books				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library plan charges-8/5-9/4/17	09/12/2017	09/22/2017	267.37
Account 52410 - Books Totals 1				\$267.37
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-8/1-8/31/17	09/12/2017	09/22/2017	309.27
Account 53910 - Dues and Subscriptions Totals 1				\$309.27
Program 050000 - Main Totals 2				\$576.64
Department 05 - Common Council Totals 2				\$576.64
Department 06 - Controller's Office				
Program 060000 - Main				
Account 52420 - Other Supplies				
5819 - Synchrony Bank	06-Replacement Headphones for JMcMillian	09/12/2017	09/22/2017	21.21
5819 - Synchrony Bank	06-Laptop replacement strap for J Underwood	09/12/2017	09/22/2017	37.25
5819 - Synchrony Bank	06-Backup headset for J McMillian	09/12/2017	09/22/2017	21.21
Account 52420 - Other Supplies Totals 3				\$79.67
Program 060000 - Main Totals 3				\$79.67
Department 06 - Controller's Office Totals 3				\$79.67
Department 09 - CFRD				
Program 090000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	09-10 oz. Green Stripe Cold Corn Cups-1,000/pack	09/12/2017	09/22/2017	105.74
5103 - Staples Contract & Commercial, INC	09-notepad, card stock, staples	09/12/2017	09/22/2017	98.31
Account 52110 - Office Supplies Totals 2				\$204.05
Account 52420 - Other Supplies				
8002 - Safeguard Business Systems, INC	09-Fiesta del Ontono--250 t-shirt	09/12/2017	09/22/2017	320.40
Account 52420 - Other Supplies Totals 1				\$320.40
Account 53160 - Instruction				
16669 - Indiana Coalition Against Domestic Violence, INC	09-registration fee for domenstic violence conference	09/12/2017	09/22/2017	164.19
Account 53160 - Instruction Totals 1				\$164.19
Account 53640 - Hardware and Software Maintenance				
5720 - Galaxy Digital, LLC	09-CBVN--Get Connected Software	09/12/2017	09/22/2017	2,800.00
Account 53640 - Hardware and Software Maintenance Totals 1				\$2,800.00
Program 090000 - Main Totals 5				\$3,488.64
Department 09 - CFRD Totals 5				\$3,488.64
Department 10 - Legal				
Program 100000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	10-tape, headphones, binder clips	09/12/2017	09/22/2017	39.03
Account 52110 - Office Supplies Totals 1				\$39.03
Account 52410 - Books				



Board of Public Works Claim Register

Invoice Date Range 09/12/17 - 09/22/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
3956 - West Publishing Corporation (Thomson Reuters)	10-Library plan charges-8/5-9/4/17	09/12/2017	09/22/2017	1,069.49
Account 52410 - Books Totals 1				\$1,069.49
Account 53120 - Special Legal Services				
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec.-waiver of protest annexation-8/30/17	09/12/2017	09/22/2017	25.00
205 - City Of Bloomington	10-PC Reimb-Mo Co Rec-file a waiver-8/9/17	09/12/2017	09/22/2017	25.00
Account 53120 - Special Legal Services Totals 2				\$50.00
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-8/1-8/31/17	09/12/2017	09/22/2017	1,237.06
Account 53910 - Dues and Subscriptions Totals 1				\$1,237.06
Program 100000 - Main Totals 5				\$2,395.58
Program 101000 - Human Rights				
Account 53310 - Printing				
9523 - Freedom Business Solutions, LLC	10-toner cartridge-HP P2035n/P2055n toner 2.3k	09/12/2017	09/22/2017	59.95
Account 53310 - Printing Totals 1				\$59.95
Program 101000 - Human Rights Totals 1				\$59.95
Department 10 - Legal Totals 6				\$2,455.53
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	11-hanging file folders	09/12/2017	09/22/2017	4.66
5103 - Staples Contract & Commercial, INC	11-Clorox disinfectant wipes	09/12/2017	09/22/2017	3.90
Account 52110 - Office Supplies Totals 2				\$8.56
Account 52420 - Other Supplies				
53442 - Paragon Micro, INC	11-Adobe Premiere Pro for Tom Miller	09/12/2017	09/22/2017	28.99
Account 52420 - Other Supplies Totals 1				\$28.99
Program 110000 - Main Totals 3				\$37.55
Department 11 - Mayor's Office Totals 3				\$37.55
Department 12 - Human Resources				
Program 120000 - Main				
Account 53230 - Travel				
6163 - Mark A Uebel	12 Reimb. parking for State SHRM Conf.-8/28-8/30/17	09/12/2017	09/22/2017	15.00
Account 53230 - Travel Totals 1				\$15.00
Account 53320 - Advertising				
323 - Hoosier Times, INC	12-job advertisements-P&T & PW	09/12/2017	09/22/2017	475.31
Account 53320 - Advertising Totals 1				\$475.31
Account 53990 - Other Services and Charges				
5844 - Sean Conrad Olson (The Olson Group LLC)	12-8 Group coaching sessions at \$333.33/each	09/12/2017	09/22/2017	2,666.64
5819 - Synchrony Bank	12 Employee Appreciation Luncheon (Sams)-8/31/17	09/12/2017	09/22/2017	1,590.64
5819 - Synchrony Bank	12 Employee Appreciation Luncheon-Sams-8/31/17-charcoal	09/12/2017	09/22/2017	37.96
5819 - Synchrony Bank	12 Employee Appreciation Luncheon-Sams-8/31/17-potato salad	09/12/2017	09/22/2017	41.68
Account 53990 - Other Services and Charges Totals 4				\$4,336.92
Program 120000 - Main Totals 6				\$4,827.23



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Department 12 - Human Resources Totals 6				\$4,827.23
Department 13 - Planning				
Program 130000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	13- Shredder Lubricant Sheet	09/12/2017	09/22/2017	18.90
5103 - Staples Contract & Commercial, INC	13 - Avery Binder Tabs	09/12/2017	09/22/2017	10.40
Account 52110 - Office Supplies Totals 2				\$29.30
Account 53310 - Printing				
501 - Karl Clark (KC Designs)	13 - Dept. Envelopes & Letterhead-1,500 each	09/12/2017	09/22/2017	210.00
3892 - Midwest Color Printing, INC	13-250 business cards-D. Backler	09/12/2017	09/22/2017	41.50
Account 53310 - Printing Totals 2				\$251.50
Account 53990 - Other Services and Charges				
205 - City Of Bloomington	13-PC Reimb-Mo Co Rec-Encroachment Resolution-110 N Walnut	09/12/2017	09/22/2017	25.00
205 - City Of Bloomington	13-PC Reimb-Mo Co Rec-Tapp/Rockport-2 partial release mortgage	09/12/2017	09/22/2017	50.00
205 - City Of Bloomington	13-PC Reimb-Mo Co Rec-Parcel 2-partial release mortgage/rent	09/12/2017	09/22/2017	50.00
Account 53990 - Other Services and Charges Totals 3				\$125.00
Program 130000 - Main Totals 7				\$405.80
Program 131000 - Environmental				
Account 52420 - Other Supplies				
5387 - Creative Graphics, INC (dba Baugh Enterprises)	13-500 bookmarks-native plants (Environ. Commission)	09/12/2017	09/22/2017	41.76
Account 52420 - Other Supplies Totals 1				\$41.76
Program 131000 - Environmental Totals 1				\$41.76
Department 13 - Planning Totals 8				\$447.56
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52210 - Institutional Supplies				
2966 - Barrett Supplies & Equipment, INC	19-trash bags	09/12/2017	09/22/2017	71.34
231 - Indiana University Health Bloomington, INC	19-J. Hays-vaccine Hep B vaccine	09/12/2017	09/22/2017	93.00
Account 52210 - Institutional Supplies Totals 2				\$164.34
Account 52310 - Building Materials and Supplies				
395 - Kirby Risk Corp	19-CH-stock-light ballasts	09/12/2017	09/22/2017	282.10
394 - Kleindorfer Hardware & Variety	19-City Hall-D batteries	09/12/2017	09/22/2017	15.99
Account 52310 - Building Materials and Supplies Totals 2				\$298.09
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill August 2017	09/12/2017	09/22/2017	1,023.38
208 - City Of Bloomington Utilities	19-Temp Meter-Graffiti Team-water/sewer bill August 2017	09/12/2017	09/22/2017	15.22
Account 53530 - Water and Sewer Totals 2				\$1,038.60
Account 53610 - Building Repairs				
321 - Harrell Fish, INC	19-CH-Council Office-repair of A/C BC 2015-01	09/12/2017	09/22/2017	870.00
321 - Harrell Fish, INC	19-CH-upstairs restrooms-repair mounts for toilets	09/12/2017	09/22/2017	632.90
4716 - Hoosier Floor Covering, INC (Carpets Plus)	19-New VCT and Installation for water damage repair	09/12/2017	09/22/2017	182.98
4716 - Hoosier Floor Covering, INC (Carpets Plus)	19-part of repairs of damage from leaks	09/12/2017	09/22/2017	633.68
Account 53610 - Building Repairs Totals 4				\$2,319.56



Board of Public Works Claim Register

Invoice Date Range 09/12/17 - 09/22/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Account 53990 - Other Services and Charges				
4483 - City Lawn Corporation	19-2541 W. 3rd St-mowing 8/2, 8/16 & 8/23/17	09/12/2017	09/22/2017	105.00
60 - Monroe County Solid Waste Management District	19-flourescent lights and ballasts disposal	09/12/2017	09/22/2017	62.78
Account 53990 - Other Services and Charges Totals 2				\$167.78
Program 190000 - Main Totals 12				\$3,988.37
Department 19 - Facilities Maintenance Totals 12				\$3,988.37
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
5103 - Staples Contract & Commercial, INC	28-Wide Format Plotter Paper	09/12/2017	09/22/2017	65.52
Account 52420 - Other Supplies Totals 1				\$65.52
Account 53160 - Instruction				
5444 - Tyler Technologies, INC	28-Transparency Portal Implementation/Training-City portion	09/12/2017	09/22/2017	1,750.00
5444 - Tyler Technologies, INC	28-Credit-Transparency Portal Implementation/Training-City porti	09/12/2017	09/22/2017	(875.00)
Account 53160 - Instruction Totals 2				\$875.00
Program 280000 - Main Totals 3				\$940.52
Department 28 - ITS Totals 3				\$940.52
Fund 101 - General Fund (S0101) Totals 92				\$35,549.20
Fund 103 - Restricted Donations				
Department 06 - Controller's Office				
Program 400101 - Animal Medical Services				
Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, neuter surgery-8/22/17	09/12/2017	09/22/2017	358.86
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, x-ray, spay surgery, surgery consult-8/28, 8/29/17	09/12/2017	09/22/2017	337.00
Account 53130 - Medical Totals 2				\$695.86
Program 400101 - Animal Medical Services Totals 2				\$695.86
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
3929 - IDEXX Laboratories, INC	01-heartworm tests	09/12/2017	09/22/2017	441.00
4633 - Midwest Veterinary Supply, INC	01-syringes-8/30/17	09/12/2017	09/22/2017	98.90
4633 - Midwest Veterinary Supply, INC	01-food bowls, sanitizer	09/12/2017	09/22/2017	320.56
4633 - Midwest Veterinary Supply, INC	01-rat food, pain meds-8/25/17	09/12/2017	09/22/2017	258.50
Account 52210 - Institutional Supplies Totals 4				\$1,118.96
Program 400102 - Animal Supplies Totals 4				\$1,118.96
Department 06 - Controller's Office Totals 6				\$1,814.82
Fund 103 - Restricted Donations Totals 6				\$1,814.82
Fund 312 - Community Services				
Department 09 - CFRD				
Program 090018 - CBVN				
Account 52420 - Other Supplies				
4549 - Kroger Limited Partnership I	09-CBVN Farmer's Market Volunteer Fair-refreshments	09/12/2017	09/22/2017	51.48



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Account 53640 - Hardware and Software Maintenance		Account 52420 - Other Supplies Totals 1		\$51.48
5720 - Galaxy Digital, LLC	09-CBVN--Get Connected Software	09/12/2017	09/22/2017	700.00
		Account 53640 - Hardware and Software Maintenance Totals 1		\$700.00
		Program 090018 - CBVN Totals 2		\$751.48
		Department 09 - CFRD Totals 2		\$751.48
		Fund 312 - Community Services Totals 2		\$751.48
Fund 401 - Non-Reverting Telecom (\$1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
13482 - Northern Lights Locating & Inspection, INC	28-BDU Locating and marking services August 2017	09/12/2017	09/22/2017	3,632.50
		Account 53640 - Hardware and Software Maintenance Totals 1		\$3,632.50
Account 54450 - Equipment				
53442 - Paragon Micro, INC	28-Capital Replacement Workstations	09/12/2017	09/22/2017	1,829.98
53442 - Paragon Micro, INC	28-Capital Replacement Workstations	09/12/2017	09/22/2017	914.99
53442 - Paragon Micro, INC	28-Capital Replacement Workstations	09/12/2017	09/22/2017	12,809.86
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	09/12/2017	09/22/2017	167.25
		Account 54450 - Equipment Totals 4		\$15,722.08
		Program 254000 - Infrastructure Totals 5		\$19,354.58
Program 256000 - Services				
Account 53150 - Communications Contract				
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business internet 9/16-10/15/17	09/12/2017	09/22/2017	104.85
203 - Indiana University	28-special circuits-August 2017	09/12/2017	09/22/2017	65.00
		Account 53150 - Communications Contract Totals 2		\$169.85
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5991 - Gregory P Schnippel	28-Website Consulting Services	09/12/2017	09/22/2017	1,033.50
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals 1		\$1,033.50
		Program 256000 - Services Totals 3		\$1,203.35
		Department 25 - Telecommunications Totals 8		\$20,557.93
		Fund 401 - Non-Reverting Telecom (\$1146) Totals 8		\$20,557.93
Fund 450 - Local Road and Street(S0706)				
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	20-Countryside & Sunflower-electric bill-bill date 8/29/17	09/12/2017	09/22/2017	3.90
223 - Duke Energy	20-E. 7th St-equipment costs for installation of street lights	09/12/2017	09/22/2017	9,611.59
		Account 53520 - Street Lights / Traffic Signals Totals 2		\$9,615.49
		Program 200000 - Main Totals 2		\$9,615.49
		Department 20 - Street Totals 2		\$9,615.49
		Fund 450 - Local Road and Street(S0706) Totals 2		\$9,615.49
Fund 451 - Motor Vehicle Highway(S0708)				
Department 20 - Street				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Program 200000 - Main				
Account 52110 - Office Supplies				
5103 - Staples Contract & Commercial, INC	20-letter trays, calculator	09/12/2017	09/22/2017	94.20
Account 52110 - Office Supplies Totals 1				\$94.20
Account 52330 - Street , Alley, and Sewer Material				
334 - Irving Materials, INC	20-8th/WA-Class A Stone Ash-8.50 cy-8/15/17 BC2017-17	09/12/2017	09/22/2017	862.75
334 - Irving Materials, INC	20-323 N Grant-Class A Stone Ash-3 cy-8/7/17 BC2017-17	09/12/2017	09/22/2017	304.50
334 - Irving Materials, INC	20-320 N Walnut-Class A Stone-2.50 cy-8/16/17 BC2017-17	09/12/2017	09/22/2017	253.75
334 - Irving Materials, INC	20-400 N Walnut-Class A Stone-3.5 cy-8/9/17 BC2017-17	09/12/2017	09/22/2017	355.25
334 - Irving Materials, INC	20-123 E. 8th-Class A Stone Ash-3.5 cy-8/9/17 BC2017-17	09/12/2017	09/22/2017	355.25
334 - Irving Materials, INC	20-203 E. 8th-Class A Stone Ash-2.50 cy-8/10/17 BC2017-17	09/12/2017	09/22/2017	253.75
365 - Rogers Group, INC	20-#11 stone-29.50 tons-8/10/17	09/12/2017	09/22/2017	265.50
365 - Rogers Group, INC	20-#11 stone-13.66 tons-8/10/17	09/12/2017	09/22/2017	112.70
Account 52330 - Street , Alley, and Sewer Material Totals 8				\$2,763.45
Account 52340 - Other Repairs and Maintenance				
313 - Fastenal Company	20-marking paint, hardware	09/12/2017	09/22/2017	47.57
313 - Fastenal Company	20-traffic signal supplies-S/S FW 5/16x3/4 o.d.	09/12/2017	09/22/2017	39.90
4519 - Osburn Associates, INC	20-no parking signs-100	09/12/2017	09/22/2017	595.00
Account 52340 - Other Repairs and Maintenance Totals 3				\$682.47
Account 52420 - Other Supplies				
409 - Black Lumber Co INC	20-1/2x6" STRT HMR drill bit irwin-S. Henson	09/12/2017	09/22/2017	9.99
409 - Black Lumber Co INC	20-Liberty/Constitution-sun & shade turf builder	09/12/2017	09/22/2017	9.97
409 - Black Lumber Co INC	20-#462-2 cycle mower oil for weed eater & chainsaw	09/12/2017	09/22/2017	7.96
409 - Black Lumber Co INC	20-push broom w/handle, 2 cycle mower oil	09/12/2017	09/22/2017	22.96
409 - Black Lumber Co INC	20-1,000' caution flag type	09/12/2017	09/22/2017	12.99
3573 - Gary D Conder	20-20 bales of straw @ \$5.00/bale	09/12/2017	09/22/2017	100.00
313 - Fastenal Company	20-4 48" steel shovels, G8-72 Slv/Smk StGls	09/12/2017	09/22/2017	116.71
313 - Fastenal Company	20-scrubs in a bucket, gloves	09/12/2017	09/22/2017	84.70
786 - Richard's Small Engine, INC	20-chainsaw supplies-16" bar, super 20 chisel chain	09/12/2017	09/22/2017	58.95
336 - Southside Rental Center, INC	20-propane-148 @ \$1.19	09/12/2017	09/22/2017	176.12
336 - Southside Rental Center, INC	20-propane for equipment-8/29/17	09/12/2017	09/22/2017	20.23
Account 52420 - Other Supplies Totals 11				\$620.58
Account 53130 - Medical				
231 - Indiana University Health Bloomington, INC	20-T. Carroll-drug screen breath alcohol test-DOT	09/12/2017	09/22/2017	40.00
231 - Indiana University Health Bloomington, INC	20-T. Crowe-drug screen DOT 5 Panel E Screen	09/12/2017	09/22/2017	43.00
231 - Indiana University Health Bloomington, INC	20-L. Pursell-drug screen DOT 5 Panel E Screen	09/12/2017	09/22/2017	43.00
231 - Indiana University Health Bloomington, INC	20-L. Rains-drug screen DOT 5 Panel E Screen	09/12/2017	09/22/2017	43.00
Account 53130 - Medical Totals 4				\$169.00
Account 53160 - Instruction				
3472 - Lucity, INC	02-ACT fees 2017	09/12/2017	09/22/2017	1,500.00
Account 53160 - Instruction Totals 1				\$1,500.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill August 2017	09/12/2017	09/22/2017	139.21
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill August 2017	09/12/2017	09/22/2017	36.83



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Account 53530 - Water and Sewer Totals 2				\$176.04
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-9/6/17	09/12/2017	09/22/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-08/30/17	09/12/2017	09/22/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-8/23/17	09/12/2017	09/22/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/23/17	09/12/2017	09/22/2017	23.05
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-8/30/17	09/12/2017	09/22/2017	23.05
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-09/06/17	09/12/2017	09/22/2017	23.05
Account 53920 - Laundry and Other Sanitation Services Totals 6				\$148.32
Program 200000 - Main Totals 36				\$6,154.06
Department 20 - Street Totals 36				\$6,154.06
Fund 451 - Motor Vehicle Highway(S0708) Totals 36				\$6,154.06
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43160 - Lot/Garage Leases - Annual				
Joe Nuzum	26-Nuzum-refund 14 months of parking garage fee	09/12/2017	09/22/2017	938.00
Account 43160 - Lot/Garage Leases - Annual Totals 1				\$938.00
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-marking/stripping paint, tap cons, screws	09/12/2017	09/22/2017	17.35
Account 52310 - Building Materials and Supplies Totals 1				\$17.35
Account 53150 - Communications Contract				
Anthony Foresta	26-refund 2 months for parking garage pass	09/12/2017	09/22/2017	134.00
Account 53150 - Communications Contract Totals 1				\$134.00
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-4th Street Garage-water/sewer bill August 2017	09/12/2017	09/22/2017	38.74
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill August 2017	09/12/2017	09/22/2017	27.30
Account 53530 - Water and Sewer Totals 2				\$66.04
Account 53610 - Building Repairs				
227 - Otis Elevator Company	26-Morton St Garage-repair threshold-6/22/17	09/12/2017	09/22/2017	5,376.23
Account 53610 - Building Repairs Totals 1				\$5,376.23
Account 53840 - Lease Payments				
512 - 7th & Walnut , LLC	26-Walnut St Garage-October 2017 rent	09/12/2017	09/22/2017	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-October 2017 rent	09/12/2017	09/22/2017	36,405.49
Account 53840 - Lease Payments Totals 2				\$55,165.47
Account 54420 - Purchase of Equipment				
5976 - EV Connect, INC	26-Pkg Garages-EV Stations-commission/3 yr labor warranty/	09/12/2017	09/22/2017	4,187.00
Account 54420 - Purchase of Equipment Totals 1				\$4,187.00



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
		Program 260000 - Main Totals 9		\$65,884.09
		Department 26 - Parking Totals 9		\$65,884.09
		Fund 452 - Parking Facilities(\$9502) Totals 9		\$65,884.09
Fund 454 - Alternative Transport(\$6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 53310 - Printing				
53125 - Mr. Copy, INC	14-clear covers for neighborhood permits	09/12/2017	09/22/2017	370.00
		Account 53310 - Printing Totals 1		\$370.00
Account 54310 - Improvements Other Than Building				
10 - Bledsoe Riggert Cooper & James INC	13-Rockport Road SW Design-Inv. date 8/31/17	09/12/2017	09/22/2017	2,259.00
		Account 54310 - Improvements Other Than Building Totals 1		\$2,259.00
		Program 020000 - Main Totals 2		\$2,629.00
		Department 02 - Public Works Totals 2		\$2,629.00
		Fund 454 - Alternative Transport(\$6301) Totals 2		\$2,629.00
Fund 521 - 2017 Refund 517 2011 DT Red Bond				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53810 - Principal				
6165 - Texas Capital Bank, N.A.	06-Refunding Bond Series 2017	09/12/2017	09/22/2017	425,000.00
		Account 53810 - Principal Totals 1		\$425,000.00
Account 53820 - Interest				
6165 - Texas Capital Bank, N.A.	06-Refunding Bond Series 2017	09/12/2017	09/22/2017	29,941.82
		Account 53820 - Interest Totals 1		\$29,941.82
		Program 060000 - Main Totals 2		\$454,941.82
		Department 06 - Controller's Office Totals 2		\$454,941.82
		Fund 521 - 2017 Refund 517 2011 DT Red Bond Totals 2		\$454,941.82
Fund 600 - Cum Cap Improvement (CIG)(\$2379)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-Maxwell/patching-surface-341.18 tons-8/24/17-inc. milling CR BC2017-17	09/12/2017	09/22/2017	16,130.94
19278 - Milestone Contractors, LP	20-patching-surface-2.39 tons-8/21/17 BC2017-17	09/12/2017	09/22/2017	114.72
19278 - Milestone Contractors, LP	20-Lincoln/patching-surface-48.01 tons-8/14/17-incl. milling CR BC2017-17	09/12/2017	09/22/2017	1,207.50
19278 - Milestone Contractors, LP	20-patching-surface-2.97 tons-8/15/17 BC2017-17	09/12/2017	09/22/2017	142.56
19278 - Milestone Contractors, LP	20-Blue Ridge-surface-115.52 tons-8/15/17-incl. milling CR BC2017-17	09/12/2017	09/22/2017	4,497.36
19278 - Milestone Contractors, LP	20-Blueridge-surface-10.21 tons-8/16/17 BC2017-17	09/12/2017	09/22/2017	490.08
19278 - Milestone Contractors, LP	20-8th Street-surface-109.60 tons-8/17/17-incl. milling CR BC2017-17	09/12/2017	09/22/2017	4,907.40
19278 - Milestone Contractors, LP	20-1st St/patching-surface-58.75 tons-8/29/17 BC2017-17	09/12/2017	09/22/2017	2,820.00
		Account 52330 - Street , Alley, and Sewer Material Totals 8		\$30,310.56
		Program 020000 - Main Totals 8		\$30,310.56
		Department 02 - Public Works Totals 8		\$30,310.56
		Fund 600 - Cum Cap Improvement (CIG)(\$2379) Totals 8		\$30,310.56
Fund 601 - Cum Cap Development(\$2391)				



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Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-1st St-surface-378.72 tons-8/23/17-incl. milling CR BC2017-17	09/12/2017	09/22/2017	12,470.22
	Account 52330 - Street , Alley, and Sewer Material Totals	1		\$12,470.22
Account 53110 - Engineering and Architectural				
399 - American Structurepoint, INC	13-Traffic Signal Retiming-serv. 7/1-7/31/17 BC2016-04	09/12/2017	09/22/2017	1,451.10
	Account 53110 - Engineering and Architectural Totals	1		\$1,451.10
Account 54510 - Other Capital Outlays				
18844 - First Financial Bank, N.A.	20-2017 Pavement Markings Contract-Escrow-period ending 8/14/17	09/12/2017	09/22/2017	185.11
3662 - Indiana Traffic Services, LLC	20-2017 Pavement Markings Contract-period ending 8/14/17 BC2016-44	09/12/2017	09/22/2017	3,516.99
	Account 54510 - Other Capital Outlays Totals	2		\$3,702.10
	Program 020000 - Main Totals	4		\$17,623.42
	Department 02 - Public Works Totals	4		\$17,623.42
	Fund 601 - Cum Cap Development(\$2391) Totals	4		\$17,623.42
Fund 730 - Solid Waste (\$6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52230 - Garage and Motor Supplies				
409 - Black Lumber Co INC	16-40# quikcrete concrete gravel mix	09/12/2017	09/22/2017	19.45
	Account 52230 - Garage and Motor Supplies Totals	1		\$19.45
Account 52430 - Uniforms and Tools				
313 - Fastenal Company	16-caution tape	09/12/2017	09/22/2017	5.83
313 - Fastenal Company	16-stock-vending machine-gloves/earplugs/drink sticks	09/12/2017	09/22/2017	405.16
	Account 52430 - Uniforms and Tools Totals	2		\$410.99
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill August 2017	09/12/2017	09/22/2017	94.84
	Account 53530 - Water and Sewer Totals	1		\$94.84
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-8/30/17	09/12/2017	09/22/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-8/30/17	09/12/2017	09/22/2017	31.87
	Account 53920 - Laundry and Other Sanitation Services Totals	2		\$39.36
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-8/1-8/14/17	09/12/2017	09/22/2017	9,545.60
	Account 53950 - Landfill Totals	1		\$9,545.60
	Program 160000 - Main Totals	7		\$10,110.24
	Department 16 - Sanitation Totals	7		\$10,110.24
	Fund 730 - Solid Waste (\$6401) Totals	7		\$10,110.24
Fund 800 - Risk Management(\$0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				



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Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
327 - Hoosier Workwear Outlet, INC	10-A. Frye-safety shoes	09/12/2017	09/22/2017	100.00
54207 - Smith's Shoe Center	10-Z. Morrow-safety shoes	09/12/2017	09/22/2017	100.00
Account 52430 - Uniforms and Tools Totals 2				\$200.00
Account 53130 - Medical				
4009 - Rick E Schroeder	10-2017 CDL physical reimbursement	09/12/2017	09/22/2017	80.00
Account 53130 - Medical Totals 1				\$80.00
Account 53420 - Worker's Comp & Risk				
2618 - Southeastern Indiana Health Operations, INC	12 WC TTD Wages, Invoice date 9/12/17	09/13/2017	09/13/2017	1,993.00
Account 53420 - Worker's Comp & Risk Totals 1				\$1,993.00
Program 100000 - Main Totals 4				\$2,273.00
Department 10 - Legal Totals 4				\$2,273.00
Fund 800 - Risk Management(S0203) Totals 4				\$2,273.00
Fund 801 - Health Insurance Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
3977 - Cigna Health & Life Insurance Company	12-Sept 2017 Cigna Dental & Vision Admin Fee	09/12/2017	09/22/2017	2,343.96
18539 - Life Insurance Company Of North America	12-August 2017 LINA-Group Premium Report	09/12/2017	09/22/2017	4,100.40
Account 53990 - Other Services and Charges Totals 2				\$6,444.36
Account 53990.1278 - Other Services and Charges Disability LTD				
18539 - Life Insurance Company Of North America	12-August 2017 LINA-Group Premium Report	09/12/2017	09/22/2017	6,243.46
Account 53990.1278 - Other Services and Charges Disability LTD Totals 1				\$6,243.46
Program 120000 - Main Totals 3				\$12,687.82
Department 12 - Human Resources Totals 3				\$12,687.82
Fund 801 - Health Insurance Trust Totals 3				\$12,687.82
Fund 802 - Fleet Maintenance(\$9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
4693 - Monroe County Tire & Supply, INC	17-TIRES	09/12/2017	09/22/2017	130.25
4693 - Monroe County Tire & Supply, INC	17-TIRES	09/12/2017	09/22/2017	299.25
4693 - Monroe County Tire & Supply, INC	17-TIRES	09/12/2017	09/22/2017	1,743.80
4693 - Monroe County Tire & Supply, INC	17-TIRES	09/12/2017	09/22/2017	722.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	09/12/2017	09/22/2017	100.00
Account 52230 - Garage and Motor Supplies Totals 5				\$2,995.30
Account 52320 - Motor Vehicle Repair				
4554 - Aero Industries, INC	17-#788 ROTARY SWITCH	09/12/2017	09/22/2017	55.88
294 - All-Phase Electric Supply, INC	17 - #331 ELECTRICAL SWITCH	09/12/2017	09/22/2017	90.00
4336 - American Eagle Auto Glass of Terre Haute, INC	17 - Z121 - WINDOW GLASS	09/12/2017	09/22/2017	120.00
4767 - Johnny Eugene Brown	17 - automotive service tray	09/12/2017	09/22/2017	378.68
4335 - Circle Distributing, INC	17-MISC PARTS	09/12/2017	09/22/2017	27.87
4335 - Circle Distributing, INC	17 - CORE RETURN	09/12/2017	09/22/2017	(18.00)



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4335 - Circle Distributing, INC	17-MISC PARTS	09/12/2017	09/22/2017	146.90
11545 - Ferrara Fire Apparatus, INC	17-#391 lift cylinder	09/12/2017	09/22/2017	569.18
455 - Industrial Service & Supply, INC	17-HYD HOSE AND FITTINGS	09/12/2017	09/22/2017	137.02
455 - Industrial Service & Supply, INC	17 - #648 FITTINGS AND HOSES	09/12/2017	09/22/2017	105.15
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	09/12/2017	09/22/2017	268.53
4439 - JX Enterprises, INC	17 - #944 FUEL CAP	09/12/2017	09/22/2017	76.50
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	09/12/2017	09/22/2017	.84
394 - Kleindorfer Hardware & Variety	17-MISC PARTS	09/12/2017	09/22/2017	5.36
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	18.35
787 - Motor Service Corporation	17-UPDATED BELT CREDIT	09/12/2017	09/22/2017	(1,519.60)
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	20.99
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	23.73
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	109.63
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	31.64
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	18.97
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	67.22
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	77.24
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	94.12
787 - Motor Service Corporation	17-MISC PARTS	09/12/2017	09/22/2017	1,177.08
786 - Richard's Small Engine, INC	17-#769/795 STOCK KEITH	09/12/2017	09/22/2017	122.30
54351 - Sternberg, INC	17 - VALVE	09/12/2017	09/22/2017	9.28
54351 - Sternberg, INC	17-#722 dca coolant additive	09/12/2017	09/22/2017	10.20
2096 - West Side Tractor Sales Co.	17 - #656 - FILTER AND TRAINER	09/12/2017	09/22/2017	128.56
2096 - West Side Tractor Sales Co.	17-oil scan kits	09/12/2017	09/22/2017	157.50
Account 52320 - Motor Vehicle Repair Totals 30				\$2,511.12
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill August 2017	09/12/2017	09/22/2017	103.33
Account 53530 - Water and Sewer Totals 1				\$103.33
Account 53620 - Motor Repairs				
51834 - BFS Retail Operations, LLC (Firestone)	17-ALIGNMENT SERVICES	09/12/2017	09/22/2017	49.99
4046 - Heritage-Crystal Clean, INC	17-PARTS CLEANER SERVICE	09/12/2017	09/22/2017	99.99
52607 - Jim's Custom Trim Shop	17 - #804 &865 seat repairs	09/12/2017	09/22/2017	395.00
52607 - Jim's Custom Trim Shop	17 - #804 &865 seat repairs	09/12/2017	09/22/2017	395.00
Account 53620 - Motor Repairs Totals 4				\$939.98
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	09/12/2017	09/22/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	09/12/2017	09/22/2017	65.31
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	09/12/2017	09/22/2017	68.17
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	09/12/2017	09/22/2017	13.32



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Invoice Date Range 09/12/17 - 09/22/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
Account 53920 - Laundry and Other Sanitation Services Totals 4				\$160.12
Account 54440 - Motor Equipment				
6070 - 72 Hour LLC (National Auto Fleet Group)	17 -PURCHASE OF TRUCKS TO REPLACE #405 AND #406	09/12/2017	09/22/2017	33,078.00
6070 - 72 Hour LLC (National Auto Fleet Group)	PURCHASE OF TRUCKS TO REPLACE #405 AND #406	09/12/2017	09/22/2017	33,078.00
Account 54440 - Motor Equipment Totals 2				\$66,156.00
Program 170000 - Main Totals 46				\$72,865.85
Department 17 - Fleet Maintenance Totals 46				\$72,865.85
Fund 802 - Fleet Maintenance(\$9500) Totals 46				\$72,865.85
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-Sept 2017 Cigna Dental & Vision Admin Fee	09/12/2017	09/22/2017	6,713.33
Account 53990.1241 - Other Services and Charges Vision Totals 1				\$6,713.33
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-Medical Reimb-9/12-9/13/17-Reimb. Detail Report	09/12/2017	09/12/2017	192.00
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail request-9/12/17	09/13/2017	09/13/2017	113.74
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals 2				\$305.74
Account 53990.1273 - Other Services and Charges Term Life				
18539 - Life Insurance Company Of North America	12-August 2017 LINA-Group Premium Report	09/12/2017	09/22/2017	13,673.34
Account 53990.1273 - Other Services and Charges Term Life Totals 1				\$13,673.34
Account 53990.1277 - Other Services and Charges Disability STD				
18539 - Life Insurance Company Of North America	12-August 2017 LINA-Group Premium Report	09/12/2017	09/22/2017	8,051.25
Account 53990.1277 - Other Services and Charges Disability STD Totals 1				\$8,051.25
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-Daily benefits card funding detail request-9/12/17	09/13/2017	09/13/2017	31.60
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals 1				\$31.60
Program 120000 - Main Totals 6				\$28,775.26
Department 12 - Human Resources Totals 6				\$28,775.26
Fund 804 - Insurance Voluntary Trust Totals 6				\$28,775.26
Fund 805 - Unemployment Comp Non-Reverting				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
204 - State Of Indiana	12 Unemployment reporting for August 2017	09/12/2017	09/22/2017	703.00
Account 53990 - Other Services and Charges Totals 1				\$703.00
Program 120000 - Main Totals 1				\$703.00
Department 12 - Human Resources Totals 1				\$703.00
Fund 805 - Unemployment Comp Non-Reverting Totals 1				\$703.00
Fund 922 - Downtown CRED				
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 53990 - Other Services and Charges				
18759 - Envisage Technologies	04 - Resolution 17-03 Expense reimbursement	09/12/2017	09/22/2017	300,000.00



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Invoice Date Range 09/12/17 - 09/22/17

Vendor	Invoice Description	Invoice Date	Payment Date	Invoice Amount
	Account 53990 - Other Services and Charges Totals	1		\$300,000.00
	Program 110000 - Main Totals	1		\$300,000.00
	Department 11 - Mayor's Office Totals	1		\$300,000.00
	Fund 922 - Downtown CRED Totals	1		\$300,000.00
		239		\$1,073,247.04



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Invoice Date Range 09/12/17 - 09/22/17

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 43430 - Animal Adoption Fees										
Josh & Sara Erlien	REFUND-ERLIEN	01-Erlien-refund adoption fee-canine	Paid by Check # 66218		09/12/2017	09/12/2017	09/22/2017		09/22/2017	55.00
Justin Middleton	REFUND-MIDDLETON	01-Middleton-refund adoption fee-canine	Paid by Check # 66221		09/12/2017	09/12/2017	09/22/2017		09/22/2017	75.00
Account 43430 - Animal Adoption Fees Totals								Invoice Transactions 2		\$130.00
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	3350936478	01-notebooks	Paid by EFT # 19317		09/12/2017	09/12/2017	09/22/2017		09/22/2017	.36
5103 - Staples Contract & Commercial, INC	3350936480	01-dust pan, mop heads	Paid by EFT # 19317		09/12/2017	09/12/2017	09/22/2017		09/22/2017	3.08
5103 - Staples Contract & Commercial, INC	3350936479	01-pens	Paid by EFT # 19317		09/12/2017	09/12/2017	09/22/2017		09/22/2017	4.32
5103 - Staples Contract & Commercial, INC	3349920917	01-staples, scissors, stapler, correction ink	Paid by EFT # 19317		09/12/2017	09/12/2017	09/22/2017		09/22/2017	8.53
Account 52110 - Office Supplies Totals								Invoice Transactions 4		\$16.29
Account 52210 - Institutional Supplies										
313 - Fastenal Company	INBLM200612	01-trash liners, cleaning pads	Paid by EFT # 19220		09/12/2017	09/12/2017	09/22/2017		09/22/2017	167.02
313 - Fastenal Company	INBLM200689	01-bleach, dust mop	Paid by EFT # 19220		09/12/2017	09/12/2017	09/22/2017		09/22/2017	79.69
4586 - Hill's Pet Nutrition Sales, INC	228690362	01-dog/cat food-8/25/17	Paid by EFT # 19237		09/12/2017	09/12/2017	09/22/2017		09/22/2017	166.28
4586 - Hill's Pet Nutrition Sales, INC	228690361	01-prescription vet food-canine/feline-8/25/17	Paid by EFT # 19237		09/12/2017	09/12/2017	09/22/2017		09/22/2017	119.97
4586 - Hill's Pet Nutrition Sales, INC	228741717	01-kitten food-9/1/17	Paid by EFT # 19237		09/12/2017	09/12/2017	09/22/2017		09/22/2017	78.30
3929 - IDEXX Laboratories, INC	3020095797	01-FIV/FelV diagnostic tests	Paid by EFT # 19242		09/12/2017	09/12/2017	09/22/2017		09/22/2017	1,322.00
4549 - Kroger Limited Partnership I	279908	01-rabbit food-romaine lettuce, parsley-8/18/17	Paid by Check # 66199		09/12/2017	09/12/2017	09/22/2017		09/22/2017	6.12
4549 - Kroger Limited Partnership I	145613	01-rabbit food-romaine lettuce, parsley-9/7/17	Paid by Check # 66199		09/12/2017	09/12/2017	09/22/2017		09/22/2017	12.62
4633 - Midwest Veterinary Supply, INC	8407980-050	01-vinyl exam gloves-Med-9/5/17	Paid by EFT # 19275		09/12/2017	09/12/2017	09/22/2017		09/22/2017	51.60
4633 - Midwest Veterinary Supply, INC	8407980-000	01-antibiotics, IV set, sharp container-9/5/17	Paid by EFT # 19275		09/12/2017	09/12/2017	09/22/2017		09/22/2017	161.98
4633 - Midwest Veterinary Supply, INC	8398200-000	01-antibiotics, fluids, syringes-8/30/17	Paid by EFT # 19275		09/12/2017	09/12/2017	09/22/2017		09/22/2017	148.55
4137 - Patterson Veterinary Supply, INC	0092517953	01-vinyl exam gloves-Large	Paid by EFT # 19288		09/12/2017	09/12/2017	09/22/2017		09/22/2017	52.00
4137 - Patterson Veterinary Supply, INC	0092515757	01-syringes, vinyl exam gloves-XL/L	Paid by EFT # 19288		09/12/2017	09/12/2017	09/22/2017		09/22/2017	288.68
4666 - Zoetis, INC	9004433964	01-antibiotics	Paid by Check # 66216		09/12/2017	09/12/2017	09/22/2017		09/22/2017	207.19
Account 52210 - Institutional Supplies Totals								Invoice Transactions 14		\$2,862.00
Account 52310 - Building Materials and Supplies										
409 - Black Lumber Co INC	337546	19-ACC-hardware to repair A/C, tool table	Paid by EFT # 19184		09/12/2017	09/12/2017	09/22/2017		09/22/2017	5.48
409 - Black Lumber Co INC	337561	19-ACC-1 1/4" flex coupling	Paid by EFT # 19184		09/12/2017	09/12/2017	09/22/2017		09/22/2017	3.99
Account 52310 - Building Materials and Supplies Totals								Invoice Transactions 2		\$9.47
Account 53130 - Medical										
3376 - Bloomington Pets Alive, INC	1695961	01-spay/neuter surgeries-8/1-8/17/17	Paid by EFT # 19188		09/12/2017	09/12/2017	09/22/2017		09/22/2017	3,672.00
Account 53130 - Medical Totals								Invoice Transactions 1		\$3,672.00
Account 53530 - Water and Sewer										
208 - City Of Bloomington Utilities	ACC-AUG 17	19-ACC-water/sewer bill August 2017	Paid by Check # 66186		09/12/2017	09/12/2017	09/22/2017		09/22/2017	458.15
Account 53530 - Water and Sewer Totals								Invoice Transactions 1		\$458.15
Account 53990 - Other Services and Charges										
231 - Indiana University Health Bloomington, INC	00054294-00	01-D. Samuelson-hearing test	Paid by EFT # 19247		09/12/2017	09/12/2017	09/22/2017		09/22/2017	29.00
231 - Indiana University Health Bloomington, INC	00054292-00	01-D. Edwards-hearing test	Paid by EFT # 19247		09/12/2017	09/12/2017	09/22/2017		09/22/2017	29.00
4483 - City Lawn Corporation	13491	19-3410 S. Walnut-mowing 8/4, 8/14 &	Paid by Check # 66179		09/12/2017	09/12/2017	09/22/2017		09/22/2017	300.00
Account 53990 - Other Services and Charges Totals								Invoice Transactions 3		\$358.00
Program 010000 - Main Totals								Invoice Transactions 27		\$7,505.91
Department 01 - Animal Shelter Totals								Invoice Transactions 27		\$7,505.91
Department 02 - Public Works										
Program 020000 - Main										
Account 46060 - Other Violations										
Beverly Clark	REFUND-CLARK	14-Clark-refund overpayment pkg	Paid by Check # 66217		09/12/2017	09/12/2017	09/22/2017		09/22/2017	25.00
Account 46060 - Other Violations Totals								Invoice Transactions 1		\$25.00
Account 52110 - Office Supplies										
5103 - Staples Contract & Commercial, INC	3349921115	02-expansion files	Paid by EFT # 19317		09/12/2017	09/12/2017	09/22/2017		09/22/2017	29.43
5103 - Staples Contract & Commercial, INC	3349921116	02-colored tab file folders, record book,	Paid by EFT # 19317		09/12/2017	09/12/2017	09/22/2017		09/22/2017	123.13
Account 52110 - Office Supplies Totals								Invoice Transactions 2		\$152.56
Account 53170 - Mgt. Fee, Consultants, and Workshops										
3472 - Lucity, INC	ACT17-097	02-ACT fees 2017	Paid by EFT # 19265		09/12/2017	09/12/2017	09/22/2017		09/22/2017	1,500.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals								Invoice Transactions 1		\$1,500.00

Account 53910 - Dues and Subscriptions									
4498 - American Public Works Association	100117-093018	02-Membership renewal 10/1/17 to 9/30/18-9	Paid by Check # 66175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,346.67	
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1	\$1,346.67
Account 53990 - Other Services and Charges									
205 - City Of Bloomington	000323412	02-PC Reimb-Mo Co Rec- BPW Encroachment- # 66185	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	25.00	
205 - City Of Bloomington	000323323	02-PC Reimb-Mo Co Rec- BPW Encroachment-413- # 66185	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	25.00	
Account 53990 - Other Services and Charges Totals								Invoice Transactions 2	\$50.00
Program 020000 - Main Totals								Invoice Transactions 7	\$3,074.23
Department 02 - Public Works Totals								Invoice Transactions 7	\$3,074.23
Department 03 - City Clerk									
Program 030000 - Main									
Account 52110 - Office Supplies									
3404 - J.R. Watkins & Family, INC (Signs Now)	20782	03-remove existing name/replace J. Sims	Paid by EFT # 19255	09/12/2017	09/12/2017	09/22/2017	09/22/2017	25.00	
5103 - Staples Contract & Commercial, INC	3349921138	03-suction cup w/hook, pens, masking tape	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	34.74	
5103 - Staples Contract & Commercial, INC	3349921139	03-HD in-ear headphones	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	49.99	
5103 - Staples Contract & Commercial, INC	3349921140	03-legal file folders, moleskin cashier journal	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	16.18	
5103 - Staples Contract & Commercial, INC	3349921141	03-moleskin cashier journal	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	5.18	
5103 - Staples Contract & Commercial, INC	3350936562	03-Avery translucent document wallet-1 box	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	21.72	
5103 - Staples Contract & Commercial, INC	3350936563	03-universal top tab file folders	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	12.63	
5103 - Staples Contract & Commercial, INC	3350936564	03-translucent document wallet-2	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	43.44	
Account 52110 - Office Supplies Totals								Invoice Transactions 8	\$208.88
Account 52420 - Other Supplies									
5103 - Staples Contract & Commercial, INC	3349306987	03-Fireking 4 shelf cabinet-2	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	7,645.40	
Account 52420 - Other Supplies Totals								Invoice Transactions 1	\$7,645.40
Account 53320 - Advertising									
323 - Hoosier Times, INC	175111_83117	03-Public Notice-Ordinance 17-23-Amend	Paid by EFT # 19239	09/12/2017	09/12/2017	09/22/2017	09/22/2017	273.07	
Account 53320 - Advertising Totals								Invoice Transactions 1	\$273.07
Program 030000 - Main Totals								Invoice Transactions 10	\$8,127.35
Department 03 - City Clerk Totals								Invoice Transactions 10	\$8,127.35
Department 05 - Common Council									
Program 050000 - Main									
Account 52410 - Books									
3956 - West Publishing Corporation (Thomson Reuters)	836815269	10-Library plan charges- 8/5-9/4/17	Paid by EFT # 19335	09/12/2017	09/12/2017	09/22/2017	09/22/2017	267.37	
Account 52410 - Books Totals								Invoice Transactions 1	\$267.37
Account 53910 - Dues and Subscriptions									
3956 - West Publishing Corporation (Thomson Reuters)	836734677	10-West Information charges-8/1-8/31/17	Paid by EFT # 19335	09/12/2017	09/12/2017	09/22/2017	09/22/2017	309.27	
Account 53910 - Dues and Subscriptions Totals								Invoice Transactions 1	\$309.27
Program 050000 - Main Totals								Invoice Transactions 2	\$576.64
Department 05 - Common Council Totals								Invoice Transactions 2	\$576.64
Department 06 - Controller's Office									
Program 060000 - Main									
Account 52420 - Other Supplies									
5819 - Synchrony Bank	1119751586428666	06-Replacement Headphones for	Paid by EFT # 19324	09/12/2017	09/12/2017	09/22/2017	09/22/2017	21.21	
5819 - Synchrony Bank	1112098613442102	06-Laptop replacement strap for J Underwood	Paid by EFT # 19324	09/12/2017	09/12/2017	09/22/2017	09/22/2017	37.25	
5819 - Synchrony Bank	1116118551904986	06-Backup headset for J McMillian	Paid by EFT # 19324	09/12/2017	09/12/2017	09/22/2017	09/22/2017	21.21	
Account 52420 - Other Supplies Totals								Invoice Transactions 3	\$79.67
Program 060000 - Main Totals								Invoice Transactions 3	\$79.67
Department 06 - Controller's Office Totals								Invoice Transactions 3	\$79.67
Department 09 - CFRD									
Program 090000 - Main									
Account 52110 - Office Supplies									
5103 - Staples Contract & Commercial, INC	3350936554	09-10 oz. Green Stripe Cold Corn Cups-	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	105.74	
5103 - Staples Contract & Commercial, INC	3350936553	09-notepad, card stock, staples	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	98.31	
Account 52110 - Office Supplies Totals								Invoice Transactions 2	\$204.05
Account 52420 - Other Supplies									
8002 - Safeguard Business Systems, INC	032374333	09-Fiesta del Ontono-- 250 t-shirt	Paid by EFT # 19302	09/12/2017	09/12/2017	09/22/2017	09/22/2017	320.40	
Account 52420 - Other Supplies Totals								Invoice Transactions 1	\$320.40
Account 53160 - Instruction									
16669 - Indiana Coalition Against Domestic Violence, INC	AC17-05	09-registration fee for domenstic violence	Paid by EFT # 19244	09/12/2017	09/12/2017	09/22/2017	09/22/2017	164.19	
Account 53160 - Instruction Totals								Invoice Transactions 1	\$164.19
Account 53640 - Hardware and Software Maintenance									
5720 - Galaxy Digital, LLC	6948	09-CBVN--Get Connected Software	Paid by EFT # 19227	09/12/2017	09/12/2017	09/22/2017	09/22/2017	2,800.00	
Account 53640 - Hardware and Software Maintenance Totals								Invoice Transactions 1	\$2,800.00
Program 090000 - Main Totals								Invoice Transactions 5	\$3,488.64
Department 09 - CFRD Totals								Invoice Transactions 5	\$3,488.64
Department 10 - Legal									
Program 100000 - Main									
Account 52110 - Office Supplies									
5103 - Staples Contract & Commercial, INC	3349921065	10-tape, headphones, binder clips	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	39.03	
Account 52110 - Office Supplies Totals								Invoice Transactions 1	\$39.03
Account 52410 - Books									
3956 - West Publishing Corporation (Thomson Reuters)	836815269	10-Library plan charges- 8/5-9/4/17	Paid by EFT # 19335	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,069.49	

				Account 52410 - Books Totals		Invoice Transactions 1		\$1,069.49
Account 53120 - Special Legal Services								
205 - City Of Bloomington	000323952	10-PC Reimb-Mo Co	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	25.00
		Rec.-waiver of protest	# 66185					
205 - City Of Bloomington	000323310	10-PC Reimb-Mo Co Rec-	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	25.00
		file a waiver-8/9/17	# 66185					
				Account 53120 - Special Legal Services Totals		Invoice Transactions 2		\$50.00
Account 53910 - Dues and Subscriptions								
3956 - West Publishing Corporation	836734677	10-West Information	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,237.06
(Thomson Reuters)		charges-8/1-8/31/17	19335					
				Account 53910 - Dues and Subscriptions Totals		Invoice Transactions 1		\$1,237.06
				Program 100000 - Main Totals		Invoice Transactions 5		\$2,395.58
Program 101000 - Human Rights								
Account 53310 - Printing								
9523 - Freedom Business Solutions, LLC	9987	10-toner cartridge-HP	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	59.95
		P2035n/P2055n toner	19225					
				Account 53310 - Printing Totals		Invoice Transactions 1		\$59.95
				Program 101000 - Human Rights Totals		Invoice Transactions 1		\$59.95
				Department 10 - Legal Totals		Invoice Transactions 6		\$2,455.53
Department 11 - Mayor's Office								
Program 110000 - Main								
Account 52110 - Office Supplies								
5103 - Staples Contract & Commercial, INC	3349306967	11-hanging file folders	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	4.66
			19317					
5103 - Staples Contract & Commercial, INC	3349306968	11-Clorox disinfectant	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	3.90
		wipes	19317					
				Account 52110 - Office Supplies Totals		Invoice Transactions 2		\$8.56
Account 52420 - Other Supplies								
53442 - Paragon Micro, INC	774515	11-Adobe Premiere Pro	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	28.99
		for Tom Miller	19287					
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$28.99
				Program 110000 - Main Totals		Invoice Transactions 3		\$37.55
				Department 11 - Mayor's Office Totals		Invoice Transactions 3		\$37.55
Department 12 - Human Resources								
Program 120000 - Main								
Account 53230 - Travel								
6163 - Mark A Uebel	INHRConf-8/17	12 Reimb. parking for	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	15.00
		State SHRM Conf.-8/28-	19330					
				Account 53230 - Travel Totals		Invoice Transactions 1		\$15.00
Account 53320 - Advertising								
323 - Hoosier Times, INC	155381_83117	12-job advertisements-	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	475.31
		P&T & PW	19239					
				Account 53320 - Advertising Totals		Invoice Transactions 1		\$475.31
Account 53990 - Other Services and Charges								
5844 - Sean Conrad Olson (The Olson Group LLC)	151	12-8 Group coaching	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	2,666.64
		sessions at	19284					
5819 - Synchrony Bank	3431	12 Employee	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,590.64
		Appreciation Luncheon	# 66211					
5819 - Synchrony Bank	8355	12 Employee	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	37.96
		Appreciation Luncheon-	# 66211					
5819 - Synchrony Bank	5377	12 Employee	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	41.68
		Appreciation Luncheon-	# 66211					
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 4		\$4,336.92
				Program 120000 - Main Totals		Invoice Transactions 6		\$4,827.23
				Department 12 - Human Resources Totals		Invoice Transactions 6		\$4,827.23
Department 13 - Planning								
Program 130000 - Main								
Account 52110 - Office Supplies								
5103 - Staples Contract & Commercial, INC	3349921099	13- Shredder Lubricant	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	18.90
		Sheet	19317					
5103 - Staples Contract & Commercial, INC	3349921100	13 - Avery Blinder Tabs	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	10.40
			19317					
				Account 52110 - Office Supplies Totals		Invoice Transactions 2		\$29.30
Account 53310 - Printing								
501 - Karl Clark (KC Designs)	2509	13 - Dept. Envelopes &	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	210.00
		Letterhead-1,500 each	19204					
3892 - Midwest Color Printing, INC	10236	13-250 business cards-	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	41.50
		D. Backler	19274					
				Account 53310 - Printing Totals		Invoice Transactions 2		\$251.50
Account 53990 - Other Services and Charges								
205 - City Of Bloomington	000323808	13-PC Reimb-Mo Co Rec-	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	25.00
		Encroachment	# 66185					
205 - City Of Bloomington	000323247	13-PC Reimb-Mo Co Rec-	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	50.00
		Tapp/Rockport-2 partial	# 66185					
205 - City Of Bloomington	000322922	13-PC Reimb-Mo Co Rec-	Paid by Check	09/12/2017	09/12/2017	09/22/2017	09/22/2017	50.00
		Parcel 2-partial release	# 66185					
				Account 53990 - Other Services and Charges Totals		Invoice Transactions 3		\$125.00
				Program 130000 - Main Totals		Invoice Transactions 7		\$405.80
Program 131000 - Environmental								
Account 52420 - Other Supplies								
5387 - Creative Graphics, INC (dba Baugh Enterprises)	3425	13-500 bookmarks-	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	41.76
		native plants (Environ.	19208					
				Account 52420 - Other Supplies Totals		Invoice Transactions 1		\$41.76
				Program 131000 - Environmental Totals		Invoice Transactions 1		\$41.76
				Department 13 - Planning Totals		Invoice Transactions 8		\$447.56
Department 19 - Facilities Maintenance								
Program 190000 - Main								
Account 52210 - Institutional Supplies								
2966 - Barrett Supplies & Equipment, INC	154039	19-trash bags	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	71.34
			19178					
231 - Indiana University Health Bloomington, INC	00046169-00	19-J. Hays-vaccine Hep	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	93.00
		B vaccine	19247					
				Account 52210 - Institutional Supplies Totals		Invoice Transactions 2		\$164.34
Account 52310 - Building Materials and Supplies								
395 - Kirby Risk Corp	S109434427.001	19-CH-stock-light	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	282.10
		ballasts	19259					

394 - Kleindorfer Hardware & Variety	557968	19-City Hall-D batteries	Paid by EFT # 19260	09/12/2017	09/12/2017	09/22/2017	09/22/2017	15.99
			Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 2		\$298.09
Account 53530 - Water and Sewer								
208 - City Of Bloomington Utilities	CITYHALL-AUG 17	19-City Hall-water/sewer bill August	Paid by Check # 66186	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,023.38
208 - City Of Bloomington Utilities	TMPMTR-AUG 17	19-Temp Meter-Graffiti Team-water/sewer bill	Paid by Check # 66186	09/12/2017	09/12/2017	09/22/2017	09/22/2017	15.22
			Account 53530 - Water and Sewer Totals			Invoice Transactions 2		\$1,038.60
Account 53610 - Building Repairs								
321 - Harrell Fish, INC	W29287	19-CH-Council Office-repair of A/C	Paid by EFT # 19234	09/12/2017	09/12/2017	09/22/2017	09/22/2017	870.00
321 - Harrell Fish, INC	W29247	19-CH-upstairs restrooms-repair	Paid by EFT # 19234	09/12/2017	09/12/2017	09/22/2017	09/22/2017	632.90
4716 - Hoosier Floor Covering, INC (Carpets Plus)	I-34215	19-New VCT and Installation for water	Paid by EFT # 19238	09/12/2017	09/12/2017	09/22/2017	09/22/2017	182.98
4716 - Hoosier Floor Covering, INC (Carpets Plus)	I-34214	19-part of repairs of damage from leaks	Paid by EFT # 19238	09/12/2017	09/12/2017	09/22/2017	09/22/2017	633.68
			Account 53610 - Building Repairs Totals			Invoice Transactions 4		\$2,319.56
Account 53990 - Other Services and Charges								
4483 - City Lawn Corporation	13493	19-2541 W. 3rd St-mowing 8/2, 8/16 & 19-flourescent lights	Paid by Check # 66179	09/12/2017	09/12/2017	09/22/2017	09/22/2017	105.00
60 - Monroe County Solid Waste Managaement District	HHW 113	and ballasts disposal	Paid by Check # 66203	09/12/2017	09/12/2017	09/22/2017	09/22/2017	62.78
			Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$167.78
			Program 190000 - Main Totals			Invoice Transactions 12		\$3,988.37
			Department 19 - Facilities Maintenance Totals			Invoice Transactions 12		\$3,988.37
Department 28 - ITS								
Program 280000 - Main								
Account 52420 - Other Supplies								
5103 - Staples Contract & Commercial, INC	3349921024	28-Wide Format Plotter Paper	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	65.52
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$65.52
Account 53160 - Instruction								
5444 - Tyler Technologies, INC	045-188420	28-Transparency Portal Implementation/Trainin	Paid by EFT # 19329	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,750.00
5444 - Tyler Technologies, INC	045-200919	28-Credit-Transparency Portal	Paid by EFT # 19329	09/12/2017	09/12/2017	09/22/2017	09/22/2017	(875.00)
			Account 53160 - Instruction Totals			Invoice Transactions 2		\$875.00
			Program 280000 - Main Totals			Invoice Transactions 3		\$940.52
			Department 28 - ITS Totals			Invoice Transactions 3		\$940.52
			Fund 101 - General Fund (S0101) Totals			Invoice Transactions 92		\$35,549.20
Fund 103 - Restricted Donations								
Department 06 - Controller's Office								
Program 400101 - Animal Medical Services								
Account 53130 - Medical								
54639 - Shake Veterinary Services, INC (Town & Countrv Vet	85035	01-x-rays, neuter surgery-8/22/17	Paid by EFT # 19307	09/12/2017	09/12/2017	09/22/2017	09/22/2017	358.86
54639 - Shake Veterinary Services, INC (Town & Countrv Vet	85410	01-bloodwork, x-ray, spay surgery, surgery	Paid by EFT # 19307	09/12/2017	09/12/2017	09/22/2017	09/22/2017	337.00
			Account 53130 - Medical Totals			Invoice Transactions 2		\$695.86
			Program 400101 - Animal Medical Services Totals			Invoice Transactions 2		\$695.86
Program 400102 - Animal Supplies								
Account 52210 - Institutional Supplies								
3929 - IDEXX Laboratories, INC	3019787309	01-heartworm tests	Paid by EFT # 19242	09/12/2017	09/12/2017	09/22/2017	09/22/2017	441.00
4633 - Midwest Veterinary Supply, INC	8398200-050	01-syringes-8/30/17	Paid by EFT # 19275	09/12/2017	09/12/2017	09/22/2017	09/22/2017	98.90
4633 - Midwest Veterinary Supply, INC	8384293-050	01-food bowls, sanitizer	Paid by EFT # 19275	09/12/2017	09/12/2017	09/22/2017	09/22/2017	320.56
4633 - Midwest Veterinary Supply, INC	8384293-000	01-rat food, pain meds-8/25/17	Paid by EFT # 19275	09/12/2017	09/12/2017	09/22/2017	09/22/2017	258.50
			Account 52210 - Institutional Supplies Totals			Invoice Transactions 4		\$1,118.96
			Program 400102 - Animal Supplies Totals			Invoice Transactions 4		\$1,118.96
			Department 06 - Controller's Office Totals			Invoice Transactions 6		\$1,814.82
			Fund 103 - Restricted Donations Totals			Invoice Transactions 6		\$1,814.82
Fund 312 - Community Services								
Department 09 - CFRD								
Program 090018 - CBNV								
Account 52420 - Other Supplies								
4549 - Kroger Limited Partnership I	355461	09-CBNV Farmer's Market Volunteer Fair-	Paid by Check # 66199	09/12/2017	09/12/2017	09/22/2017	09/22/2017	51.48
			Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$51.48
Account 53640 - Hardware and Software Maintenance								
5720 - Galaxy Digital, LLC	6948	09-CBNV--Get Connected Software	Paid by EFT # 19227	09/12/2017	09/12/2017	09/22/2017	09/22/2017	700.00
			Account 53640 - Hardware and Software Maintenance Totals			Invoice Transactions 1		\$700.00
			Program 090018 - CBNV Totals			Invoice Transactions 2		\$751.48
			Department 09 - CFRD Totals			Invoice Transactions 2		\$751.48
			Fund 312 - Community Services Totals			Invoice Transactions 2		\$751.48
Fund 401 - Non-Reverting Telecom (S1146)								
Department 25 - Telecommunications								
Program 254000 - Infrastructure								
Account 53640 - Hardware and Software Maintenance								
13482 - Northern Lights Locating & Inspection, INC	8522	28-BDU Locating and marking services August	Paid by EFT # 19282	09/12/2017	09/12/2017	09/22/2017	09/22/2017	3,632.50
			Account 53640 - Hardware and Software Maintenance Totals			Invoice Transactions 1		\$3,632.50
Account 54450 - Equipment								
53442 - Paragon Micro, INC	777825	28-Capital Replacement Workstations	Paid by EFT # 19287	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,829.98
53442 - Paragon Micro, INC	777947	28-Capital Replacement Workstations	Paid by EFT # 19287	09/12/2017	09/12/2017	09/22/2017	09/22/2017	914.99
53442 - Paragon Micro, INC	777771	28-Capital Replacement Workstations	Paid by EFT # 19287	09/12/2017	09/12/2017	09/22/2017	09/22/2017	12,809.86
53442 - Paragon Micro, INC	778640	28-Capital Replacement Monitor	Paid by EFT # 19287	09/12/2017	09/12/2017	09/22/2017	09/22/2017	167.25

				Account 54450 - Equipment Totals		Invoice Transactions 4		\$15,722.08
				Program 254000 - Infrastructure Totals		Invoice Transactions 5		\$19,354.58
Program 256000 - Services								
Account 53150 - Communications Contract								
4170 - Comcast Cable Communications, INC	3550NKNSR090317	28-3550 N Kinser Pike-business internet 9/16-28-special circuits-August 2017	Paid by Check # 66188	09/12/2017	09/12/2017	09/22/2017	09/22/2017	104.85
203 - Indiana University	64759682		Paid by Check # 66197	09/12/2017	09/12/2017	09/22/2017	09/22/2017	65.00
				Account 53150 - Communications Contract Totals		Invoice Transactions 2		\$169.85
Account 53170 - Mgt. Fee, Consultants, and Workshops								
5991 - Gregory P Schnippel	120	28-Website Consulting Services	Paid by EFT # 19303	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,033.50
				Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice Transactions 1		\$1,033.50
				Program 256000 - Services Totals		Invoice Transactions 3		\$1,203.35
				Department 25 - Telecommunications Totals		Invoice Transactions 8		\$20,557.93
				Fund 401 - Non-Reverting Telecom (\$1146) Totals		Invoice Transactions 8		\$20,557.93
Fund 450 - Local Road and Street(\$0706)								
Department 20 - Street								
Program 200000 - Main								
Account 53520 - Street Lights / Traffic Signals								
223 - Duke Energy	Cntrysd/Snflw817	20-Countryside & Sunflower-electric bill-20-E. 7th St-equipment costs for installation of	Paid by Check # 66192	09/12/2017	09/12/2017	09/22/2017	09/22/2017	3.90
223 - Duke Energy	P2044086801		Paid by Check # 66193	09/12/2017	09/12/2017	09/22/2017	09/22/2017	9,611.59
				Account 53520 - Street Lights / Traffic Signals Totals		Invoice Transactions 2		\$9,615.49
				Program 200000 - Main Totals		Invoice Transactions 2		\$9,615.49
				Department 20 - Street Totals		Invoice Transactions 2		\$9,615.49
				Fund 450 - Local Road and Street(\$0706) Totals		Invoice Transactions 2		\$9,615.49
Fund 451 - Motor Vehicle Highway(\$0708)								
Department 20 - Street								
Program 200000 - Main								
Account 52110 - Office Supplies								
5103 - Staples Contract & Commercial, INC	3346935301	20-letter trays, calculator	Paid by EFT # 19317	09/12/2017	09/12/2017	09/22/2017	09/22/2017	94.20
				Account 52110 - Office Supplies Totals		Invoice Transactions 1		\$94.20
Account 52330 - Street , Alley, and Sewer Material								
334 - Irving Materials, INC	10451558	20-8th/WA-Class A Stone Ash-8.50 cy-	Paid by EFT # 19252	09/12/2017	09/12/2017	09/22/2017	09/22/2017	862.75
334 - Irving Materials, INC	10446485	20-323 N Grant-Class A Stone Ash-3 cy-8/7/17	Paid by EFT # 19252	09/12/2017	09/12/2017	09/22/2017	09/22/2017	304.50
334 - Irving Materials, INC	10452364	20-320 N Walnut-Class A Stone-2.50 cy-8/16/17	Paid by EFT # 19252	09/12/2017	09/12/2017	09/22/2017	09/22/2017	253.75
334 - Irving Materials, INC	10448236	20-400 N Walnut-Class A Stone-3.5 cy-8/9/17	Paid by EFT # 19252	09/12/2017	09/12/2017	09/22/2017	09/22/2017	355.25
334 - Irving Materials, INC	10448237	20-123 E. 8th-Class A Stone Ash-3.5 cy-8/9/17	Paid by EFT # 19252	09/12/2017	09/12/2017	09/22/2017	09/22/2017	355.25
334 - Irving Materials, INC	10449107	20-203 E. 8th-Class A Stone Ash-2.50 cy-	Paid by EFT # 19252	09/12/2017	09/12/2017	09/22/2017	09/22/2017	253.75
365 - Rogers Group, INC	0071160548	20-#11 stone-29.50 tons-8/10/17	Paid by EFT # 19300	09/12/2017	09/12/2017	09/22/2017	09/22/2017	265.50
365 - Rogers Group, INC	0071160549	20-#11 stone-13.66 tons-8/10/17	Paid by EFT # 19300	09/12/2017	09/12/2017	09/22/2017	09/22/2017	112.70
				Account 52330 - Street , Alley, and Sewer Material Totals		Invoice Transactions 8		\$2,763.45
Account 52340 - Other Repairs and Maintenance								
313 - Fastenal Company	INBLM200670	20-marking paint, hardware	Paid by EFT # 19220	09/12/2017	09/12/2017	09/22/2017	09/22/2017	47.57
313 - Fastenal Company	INBLM200796	20-traffic signal supplies-S/S FW 5/16x3/4 o.d.	Paid by EFT # 19220	09/12/2017	09/12/2017	09/22/2017	09/22/2017	39.90
4519 - Osburn Associates, INC	244601	20-no parking signs-100	Paid by EFT # 19285	09/12/2017	09/12/2017	09/22/2017	09/22/2017	595.00
				Account 52340 - Other Repairs and Maintenance Totals		Invoice Transactions 3		\$682.47
Account 52420 - Other Supplies								
409 - Black Lumber Co INC	336939	20-1/2x6" STRT HMR drill bit Irwin-S. Henson	Paid by EFT # 19184	09/12/2017	09/12/2017	09/22/2017	09/22/2017	9.99
409 - Black Lumber Co INC	332619	20-Liberty/Constitution-sun & shade turf builder	Paid by EFT # 19184	09/12/2017	09/12/2017	09/22/2017	09/22/2017	9.97
409 - Black Lumber Co INC	332830	20-#462-2 cycle mower oil for weed eater &	Paid by EFT # 19184	09/12/2017	09/12/2017	09/22/2017	09/22/2017	7.96
409 - Black Lumber Co INC	336778	20-push broom w/handle, 2 cycle	Paid by EFT # 19184	09/12/2017	09/12/2017	09/22/2017	09/22/2017	22.96
409 - Black Lumber Co INC	337242	20-1,000' caution flag type	Paid by EFT # 19184	09/12/2017	09/12/2017	09/22/2017	09/22/2017	12.99
3573 - Gary D Conder	63072	20-20 bales of straw @ \$5.00/bale	Paid by Check # 66190	09/12/2017	09/12/2017	09/22/2017	09/22/2017	100.00
313 - Fastenal Company	INBLM200543	20-4 48" steel shovels, G8-72 Slv/Smk StGls	Paid by EFT # 19220	09/12/2017	09/12/2017	09/22/2017	09/22/2017	116.71
313 - Fastenal Company	INBLM200690	20-scrubs in a bucket, gloves	Paid by EFT # 19220	09/12/2017	09/12/2017	09/22/2017	09/22/2017	84.70
786 - Richard's Small Engine, INC	276322	20-chainsaw supplies-16" bar, super 20 chisel	Paid by EFT # 19298	09/12/2017	09/12/2017	09/22/2017	09/22/2017	58.95
336 - Southside Rental Center, INC	8/24/2017	20-propane-148 @ \$1.19	Paid by Check # 66207	09/12/2017	09/12/2017	09/22/2017	09/22/2017	176.12
336 - Southside Rental Center, INC	01-214561-01	20-propane for equipment-8/29/17	Paid by Check # 66207	09/12/2017	09/12/2017	09/22/2017	09/22/2017	20.23
				Account 52420 - Other Supplies Totals		Invoice Transactions 11		\$620.58
Account 53130 - Medical								
231 - Indiana University Health Bloomington, INC	00054719-00	20-T. Carroll-drug screen breath alcohol	Paid by EFT # 19247	09/12/2017	09/12/2017	09/22/2017	09/22/2017	40.00
231 - Indiana University Health Bloomington, INC	00054720-00	20-T. Crowe-drug screen DOT 5 Panel E	Paid by EFT # 19247	09/12/2017	09/12/2017	09/22/2017	09/22/2017	43.00
231 - Indiana University Health Bloomington, INC	00054721-00	20-L. Pursell-drug screen DOT 5 Panel E	Paid by EFT # 19247	09/12/2017	09/12/2017	09/22/2017	09/22/2017	43.00
231 - Indiana University Health Bloomington, INC	00054722-00	20-L. Rains-drug screen DOT 5 Panel E Screen	Paid by EFT # 19247	09/12/2017	09/12/2017	09/22/2017	09/22/2017	43.00
				Account 53130 - Medical Totals		Invoice Transactions 4		\$169.00
Account 53160 - Instruction								
3472 - Lucity, INC	ACT17-097	02-ACT fees 2017	Paid by EFT #	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,500.00

				Account 53160 - Instruction Totals			Invoice Transactions 1		\$1,500.00
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	STREET-AUG 17	19-Street Dept-water/sewer bill August	Paid by Check # 66186	09/12/2017	09/12/2017	09/22/2017	09/22/2017	139.21	
208 - City Of Bloomington Utilities	TRAFFIC-AUG 17	19-Traffic Bldg-water/sewer bill August	Paid by Check # 66186	09/12/2017	09/12/2017	09/22/2017	09/22/2017	36.83	
				Account 53530 - Water and Sewer Totals			Invoice Transactions 2		\$176.04
Account 53920 - Laundry and Other Sanitation Services									
19171 - Aramark Uniform & Career Apparel Group, INC	1823114893	20-Rugs & Shop Towels- 9/6/17	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	26.39	
19171 - Aramark Uniform & Career Apparel Group, INC	1823105995	20-Rugs & Shop Towels- 08/30/17	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	26.39	
19171 - Aramark Uniform & Career Apparel Group, INC	1823097074	20-Rugs & Shop Towels- 8/23/17	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	26.39	
19171 - Aramark Uniform & Career Apparel Group, INC	1823097073	20-uniform rental (minus payroll ded)-	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	23.05	
19171 - Aramark Uniform & Career Apparel Group, INC	1823105994	20-uniform rental (minus payroll ded)-	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	23.05	
19171 - Aramark Uniform & Career Apparel Group, INC	1823114892	20-uniform rental (minus payroll ded)-	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	23.05	
				Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 6		\$148.32
				Program 200000 - Main Totals			Invoice Transactions 36		\$6,154.06
				Department 20 - Street Totals			Invoice Transactions 36		\$6,154.06
				Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice Transactions 36		\$6,154.06
Fund 452 - Parking Facilities(S9502)									
Department 26 - Parking									
Program 260000 - Main									
Account 43160 - Lot/Garage Leases - Annual									
Joe Nuzum	REFUND-NUZUM	26-Nuzum-refund 14 months of parking	Paid by Check # 66222	09/12/2017	09/12/2017	09/22/2017	09/22/2017	938.00	
				Account 43160 - Lot/Garage Leases - Annual Totals			Invoice Transactions 1		\$938.00
Account 52310 - Building Materials and Supplies									
394 - Kleindorfer Hardware & Variety	558283	26-Pkg Garages-marking/stripping paint,	Paid by EFT # 19260	09/12/2017	09/12/2017	09/22/2017	09/22/2017	17.35	
				Account 52310 - Building Materials and Supplies Totals			Invoice Transactions 1		\$17.35
Account 53150 - Communications Contract									
Anthony Foresta	REFUND-FORESTA	26-refund 2 months for parking garage pass	Paid by Check # 66219	09/12/2017	09/12/2017	09/22/2017	09/22/2017	134.00	
				Account 53150 - Communications Contract Totals			Invoice Transactions 1		\$134.00
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	4THSTGAR-AUG 17	19-4th Street Garage-water/sewer bill August	Paid by Check # 66186	09/12/2017	09/12/2017	09/22/2017	09/22/2017	38.74	
208 - City Of Bloomington Utilities	MRTNSTGAR-AUG 17	19-Morton St Garage-water/sewer bill August	Paid by Check # 66186	09/12/2017	09/12/2017	09/22/2017	09/22/2017	27.30	
				Account 53530 - Water and Sewer Totals			Invoice Transactions 2		\$66.04
Account 53610 - Building Repairs									
227 - Otis Elevator Company	CBN34025001	26-Morton St Garage-repair threshold-6/22/17	Paid by EFT # 19286	09/12/2017	09/12/2017	09/22/2017	09/22/2017	5,376.23	
				Account 53610 - Building Repairs Totals			Invoice Transactions 1		\$5,376.23
Account 53840 - Lease Payments									
512 - 7th & Walnut , LLC	RENT-OCT 2017	26-Walnut St Garage-October 2017 rent	Paid by EFT # 19167	09/12/2017	09/12/2017	09/22/2017	09/22/2017	18,759.98	
3887 - Mercury Development Group, LLC	180	26-Morton St Garage-October 2017 rent	Paid by EFT # 19270	09/12/2017	09/12/2017	09/22/2017	09/22/2017	36,405.49	
				Account 53840 - Lease Payments Totals			Invoice Transactions 2		\$55,165.47
Account 54420 - Purchase of Equipment									
5976 - EV Connect, INC	29730854	26-Pkg Garages-EV Stations-commission/3	Paid by EFT # 19217	09/12/2017	09/12/2017	09/22/2017	09/22/2017	4,187.00	
				Account 54420 - Purchase of Equipment Totals			Invoice Transactions 1		\$4,187.00
				Program 260000 - Main Totals			Invoice Transactions 9		\$65,884.09
				Department 26 - Parking Totals			Invoice Transactions 9		\$65,884.09
				Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 9		\$65,884.09
Fund 454 - Alternative Transport(S6301)									
Department 02 - Public Works									
Program 020000 - Main									
Account 53310 - Printing									
53125 - Mr. Copy, INC	31872	14-clear covers for neighborhood permits	Paid by Check # 66204	09/12/2017	09/12/2017	09/22/2017	09/22/2017	370.00	
				Account 53310 - Printing Totals			Invoice Transactions 1		\$370.00
Account 54310 - Improvements Other Than Building									
10 - Bledsoe Riggert Cooper & James INC	18751	13-Rockport Road SW Design-Inv. date	Paid by EFT # 19185	09/12/2017	09/12/2017	09/22/2017	09/22/2017	2,259.00	
				Account 54310 - Improvements Other Than Building Totals			Invoice Transactions 1		\$2,259.00
				Program 020000 - Main Totals			Invoice Transactions 2		\$2,629.00
				Department 02 - Public Works Totals			Invoice Transactions 2		\$2,629.00
				Fund 454 - Alternative Transport(S6301) Totals			Invoice Transactions 2		\$2,629.00
Fund 521 - 2017 Refund 517 2011 DT Red Bond									
Department 06 - Controller's Office									
Program 060000 - Main									
Account 53810 - Principal									
6165 - Texas Capital Bank, N.A.	131437	06-Refunding Bond Series 2017	Paid by Check # 66213	09/12/2017	09/12/2017	09/22/2017	09/22/2017	425,000.00	
				Account 53810 - Principal Totals			Invoice Transactions 1		\$425,000.00
Account 53820 - Interest									
6165 - Texas Capital Bank, N.A.	131437	06-Refunding Bond Series 2017	Paid by Check # 66213	09/12/2017	09/12/2017	09/22/2017	09/22/2017	29,941.82	
				Account 53820 - Interest Totals			Invoice Transactions 1		\$29,941.82
				Program 060000 - Main Totals			Invoice Transactions 2		\$454,941.82
				Department 06 - Controller's Office Totals			Invoice Transactions 2		\$454,941.82
				Fund 521 - 2017 Refund 517 2011 DT Red Bond Totals			Invoice Transactions 2		\$454,941.82
Fund 600 - Cum Cap Improvement (CIG)(S2379)									
Department 02 - Public Works									
Program 020000 - Main									
Account 52330 - Street , Alley, and Sewer Material									
19278 - Milestone Contractors, LP	111809	20-Maxwell/patching-surface-341.18 tons-	Paid by EFT # 19276	09/12/2017	09/12/2017	09/22/2017	09/22/2017	16,130.94	

19278 - Milestone Contractors, LP	111807	20-patching-surface-2.39 tons-8/21/17	Paid by EFT # 19276	09/12/2017	09/12/2017	09/22/2017	09/22/2017	114.72
19278 - Milestone Contractors, LP	111783	20-Lincoln/patching-surface-48.01 tons-20-patching-surface-2.97 tons-8/15/17	Paid by EFT # 19276	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,207.50
19278 - Milestone Contractors, LP	111792	20-Blue Ridge-surface-115.52 tons-8/15/17	Paid by EFT # 19276	09/12/2017	09/12/2017	09/22/2017	09/22/2017	142.56
19278 - Milestone Contractors, LP	111796	20-Blueridge-surface-10.21 tons-8/16/17	Paid by EFT # 19276	09/12/2017	09/12/2017	09/22/2017	09/22/2017	4,497.36
19278 - Milestone Contractors, LP	111799	20-8th Street-surface-109.60 tons-8/17/17	Paid by EFT # 19276	09/12/2017	09/12/2017	09/22/2017	09/22/2017	490.08
19278 - Milestone Contractors, LP	111802	20-1st St/patching-surface-58.75 tons-	Paid by EFT # 19276	09/12/2017	09/12/2017	09/22/2017	09/22/2017	4,907.40
19278 - Milestone Contractors, LP	112010		Paid by EFT # 19276	09/12/2017	09/12/2017	09/22/2017	09/22/2017	2,820.00
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 8		\$30,310.56
			Program 020000 - Main Totals			Invoice Transactions 8		\$30,310.56
			Department 02 - Public Works Totals			Invoice Transactions 8		\$30,310.56
			Fund 600 - Cum Cap Improvement (CIG)(S2379) Totals			Invoice Transactions 8		\$30,310.56
Fund 601 - Cum Cap Development(S2391)								
Department 02 - Public Works								
Program 020000 - Main								
Account 52330 - Street , Alley, and Sewer Material								
19278 - Milestone Contractors, LP	111808	20-1st St-surface-378.72 tons-8/23/17-	Paid by EFT # 19276	09/12/2017	09/12/2017	09/22/2017	09/22/2017	12,470.22
			Account 52330 - Street , Alley, and Sewer Material Totals			Invoice Transactions 1		\$12,470.22
			Account 53110 - Engineering and Architectural					
399 - American Structurepoint, INC	99229	13-Traffic Signal Retiming-serv. 7/1-	Paid by EFT # 19174	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,451.10
			Account 53110 - Engineering and Architectural Totals			Invoice Transactions 1		\$1,451.10
			Account 54510 - Other Capital Outlays					
18844 - First Financial Bank, N.A.	1716-Escrow	20-2017 Pavement Markings Contract-	Paid by Check # 66195	09/12/2017	09/12/2017	09/22/2017	09/22/2017	185.11
3662 - Indiana Traffic Services, LLC	1716	20-2017 Pavement Markings Contract-	Paid by EFT # 19246	09/12/2017	09/12/2017	09/22/2017	09/22/2017	3,516.99
			Account 54510 - Other Capital Outlays Totals			Invoice Transactions 2		\$3,702.10
			Program 020000 - Main Totals			Invoice Transactions 4		\$17,623.42
			Department 02 - Public Works Totals			Invoice Transactions 4		\$17,623.42
			Fund 601 - Cum Cap Development(S2391) Totals			Invoice Transactions 4		\$17,623.42
Fund 730 - Solid Waste (S6401)								
Department 16 - Sanitation								
Program 160000 - Main								
Account 52230 - Garage and Motor Supplies								
409 - Black Lumber Co INC	336111	16-40# quikcrete concrete gravel mix	Paid by EFT # 19184	09/12/2017	09/12/2017	09/22/2017	09/22/2017	19.45
			Account 52230 - Garage and Motor Supplies Totals			Invoice Transactions 1		\$19.45
			Account 52430 - Uniforms and Tools					
313 - Fastenal Company	INBLM200693	16-caution tape	Paid by EFT # 19220	09/12/2017	09/12/2017	09/22/2017	09/22/2017	5.83
313 - Fastenal Company	INBLM200815	16-stock-vending machine-	Paid by EFT # 19220	09/12/2017	09/12/2017	09/22/2017	09/22/2017	405.16
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 2		\$410.99
			Account 53530 - Water and Sewer					
208 - City Of Bloomington Utilities	SANIT-AUG 17	19-Sanitation-water/sewer bill August	Paid by Check # 66186	09/12/2017	09/12/2017	09/22/2017	09/22/2017	94.84
			Account 53530 - Water and Sewer Totals			Invoice Transactions 1		\$94.84
			Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group, INC	1823105988	16-uniform rental (minus payroll ded)-	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	1823105989	16-mat/towel services-8/30/17	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	31.87
			Account 53920 - Laundry and Other Sanitation Services Totals			Invoice Transactions 2		\$39.36
			Account 53950 - Landfill					
52226 - Hoosier Transfer Station-3140	3140-000013386	16-trash disposal fees-8/1-8/14/17	Paid by EFT # 19240	09/12/2017	09/12/2017	09/22/2017	09/22/2017	9,545.60
			Account 53950 - Landfill Totals			Invoice Transactions 1		\$9,545.60
			Program 160000 - Main Totals			Invoice Transactions 7		\$10,110.24
			Department 16 - Sanitation Totals			Invoice Transactions 7		\$10,110.24
			Fund 730 - Solid Waste (S6401) Totals			Invoice Transactions 7		\$10,110.24
Fund 800 - Risk Management(S0203)								
Department 10 - Legal								
Program 100000 - Main								
Account 52430 - Uniforms and Tools								
327 - Hoosier Workwear Outlet, INC	341961	10-A. Frye-safety shoes	Paid by EFT # 19241	09/12/2017	09/12/2017	09/22/2017	09/22/2017	100.00
54207 - Smith's Shoe Center	689	10-Z. Morrow-safety shoes	Paid by EFT # 19313	09/12/2017	09/12/2017	09/22/2017	09/22/2017	100.00
			Account 52430 - Uniforms and Tools Totals			Invoice Transactions 2		\$200.00
			Account 53130 - Medical					
4009 - Rick E Schroeder	CDL PHYS-2017	10-2017 CDL physical reimbursement	Paid by EFT # 19304	09/12/2017	09/12/2017	09/22/2017	09/22/2017	80.00
			Account 53130 - Medical Totals			Invoice Transactions 1		\$80.00
			Account 53420 - Worker's Comp & Risk					
2618 - Southeastern Indiana Health Operations, INC	1074	12 WC TTD Wages, Invoice date 9/12/17	Paid by EFT # 19164	09/13/2017	09/13/2017	09/13/2017	09/13/2017	1,993.00
			Account 53420 - Worker's Comp & Risk Totals			Invoice Transactions 1		\$1,993.00
			Program 100000 - Main Totals			Invoice Transactions 4		\$2,273.00
			Department 10 - Legal Totals			Invoice Transactions 4		\$2,273.00
			Fund 800 - Risk Management(S0203) Totals			Invoice Transactions 4		\$2,273.00
Fund 801 - Health Insurance Trust								
Department 12 - Human Resources								
Program 120000 - Main								
Account 53990 - Other Services and Charges								
3977 - Cigna Health & Life Insurance Company	2186392	12-Sept 2017 Cigna Dental & Vision Admin	Paid by EFT # 19201	09/12/2017	09/12/2017	09/22/2017	09/22/2017	2,343.96
18539 - Life Insurance Company Of North America	August 2017	12-August 2017 LINA-Group Premium Report	Paid by EFT # 19264	09/12/2017	09/12/2017	09/22/2017	09/22/2017	4,100.40

				Account 53990 - Other Services and Charges Totals			Invoice Transactions 2		\$6,444.36
Account 53990.1278 - Other Services and Charges Disability LTD									
18539 - Life Insurance Company Of North America	August 2017	12-August 2017 LINA-Group Premium Report	Paid by EFT # 19264	09/12/2017	09/12/2017	09/22/2017	09/22/2017	6,243.46	
Account 53990.1278 - Other Services and Charges Disability LTD Totals							Invoice Transactions 1	\$6,243.46	
Program 120000 - Main Totals							Invoice Transactions 3	\$12,687.82	
Department 12 - Human Resources Totals							Invoice Transactions 3	\$12,687.82	
Fund 801 - Health Insurance Trust Totals							Invoice Transactions 3	\$12,687.82	
Fund 802 - Fleet Maintenance(\$9500)									
Department 17 - Fleet Maintenance									
Program 170000 - Main									
Account 52230 - Garage and Motor Supplies									
4693 - Monroe County Tire & Supply, INC	033053	17-TIRES	Paid by EFT # 19278	09/12/2017	09/12/2017	09/22/2017	09/22/2017	130.25	
4693 - Monroe County Tire & Supply, INC	033076	17-TIRES	Paid by EFT # 19278	09/12/2017	09/12/2017	09/22/2017	09/22/2017	299.25	
4693 - Monroe County Tire & Supply, INC	032974	17-TIRES	Paid by EFT # 19278	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,743.80	
4693 - Monroe County Tire & Supply, INC	032999	17-TIRES	Paid by EFT # 19278	09/12/2017	09/12/2017	09/22/2017	09/22/2017	722.00	
4693 - Monroe County Tire & Supply, INC	032998	17-TIRES	Paid by EFT # 19278	09/12/2017	09/12/2017	09/22/2017	09/22/2017	100.00	
Account 52230 - Garage and Motor Supplies Totals							Invoice Transactions 5	\$2,995.30	
Account 52320 - Motor Vehicle Repair									
4554 - Aero Industries, INC	723171	17-#788 ROTARY SWITCH	Paid by Check # 66174	09/12/2017	09/12/2017	09/22/2017	09/22/2017	55.88	
294 - All-Phase Electric Supply, INC	0740-571890	17 - #331 ELECTRICAL SWITCH	Paid by EFT # 19171	09/12/2017	09/12/2017	09/22/2017	09/22/2017	90.00	
4336 - American Eagle Auto Glass of Terre Haute, INC	TH0072556	17 - Z121 - WINDOW GLASS	Paid by EFT # 19173	09/12/2017	09/12/2017	09/22/2017	09/22/2017	120.00	
4767 - Johnny Eugene Brown	08311729555	17 - automotive service tray	Paid by EFT # 19192	09/12/2017	09/12/2017	09/22/2017	09/22/2017	378.68	
4335 - Circle Distributing, INC	03KP5667	17-MISC PARTS	Paid by EFT # 19203	09/12/2017	09/12/2017	09/22/2017	09/22/2017	27.87	
4335 - Circle Distributing, INC	03KP2648	17 - CORE RETURN	Paid by EFT # 19203	09/12/2017	09/12/2017	09/22/2017	09/22/2017	(18.00)	
4335 - Circle Distributing, INC	03KP3884	17-MISC PARTS	Paid by EFT # 19203	09/12/2017	09/12/2017	09/22/2017	09/22/2017	146.90	
11545 - Ferrara Fire Apparatus, INC	00000W85238	17-#391 lift cylinder	Paid by EFT # 19222	09/12/2017	09/12/2017	09/22/2017	09/22/2017	569.18	
455 - Industrial Service & Supply, INC	51789	17-HYD HOSE AND FITTINGS	Paid by EFT # 19248	09/12/2017	09/12/2017	09/22/2017	09/22/2017	137.02	
455 - Industrial Service & Supply, INC	51864	17 - #648 FITTINGS AND HOSES	Paid by EFT # 19248	09/12/2017	09/12/2017	09/22/2017	09/22/2017	105.15	
796 - Interstate Battery System of Bloomington, INC	30028052	17-BATTERIES	Paid by EFT # 19250	09/12/2017	09/12/2017	09/22/2017	09/22/2017	268.53	
4439 - JX Enterprises, INC	H-272430004	17 - #944 FUEL CAP	Paid by EFT # 19258	09/12/2017	09/12/2017	09/22/2017	09/22/2017	76.50	
394 - Kleindorfer Hardware & Variety	559330	17-MISC PARTS	Paid by EFT # 19260	09/12/2017	09/12/2017	09/22/2017	09/22/2017	.84	
394 - Kleindorfer Hardware & Variety	540508	17-MISC PARTS	Paid by EFT # 19260	09/12/2017	09/12/2017	09/22/2017	09/22/2017	5.36	
787 - Motor Service Corporation	4822-373348	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	18.35	
787 - Motor Service Corporation	4822-371704	17-UPDATED BELT CREDIT	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	(1,519.60)	
787 - Motor Service Corporation	4822-371767	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	20.99	
787 - Motor Service Corporation	4822-371662	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	23.73	
787 - Motor Service Corporation	4822-371698	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	109.63	
787 - Motor Service Corporation	4822-372212	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	31.64	
787 - Motor Service Corporation	4822-372135	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	18.97	
787 - Motor Service Corporation	4822-372484	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	67.22	
787 - Motor Service Corporation	4822-372184	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	77.24	
787 - Motor Service Corporation	4822-372791	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	94.12	
787 - Motor Service Corporation	4822-371672	17-MISC PARTS	Paid by EFT # 19280	09/12/2017	09/12/2017	09/22/2017	09/22/2017	1,177.08	
786 - Richard's Small Engine, INC	276628	17-#769/795 STOCK KEITH	Paid by EFT # 19298	09/12/2017	09/12/2017	09/22/2017	09/22/2017	122.30	
54351 - Sternberg, INC	926241	17 - VALVE	Paid by EFT # 19319	09/12/2017	09/12/2017	09/22/2017	09/22/2017	9.28	
54351 - Sternberg, INC	926038	17-#722 dca coolant additive	Paid by EFT # 19319	09/12/2017	09/12/2017	09/22/2017	09/22/2017	10.20	
2096 - West Side Tractor Sales Co.	B23979	17 - #656 - FILTER AND TRAINER	Paid by EFT # 19336	09/12/2017	09/12/2017	09/22/2017	09/22/2017	128.56	
2096 - West Side Tractor Sales Co.	B23849	17-oil scan kits	Paid by EFT # 19336	09/12/2017	09/12/2017	09/22/2017	09/22/2017	157.50	
Account 52320 - Motor Vehicle Repair Totals							Invoice Transactions 30	\$2,511.12	
Account 53530 - Water and Sewer									
208 - City Of Bloomington Utilities	FLEET-AUG 17	19-Fleet Maint-water/sewer bill August	Paid by Check # 66186	09/12/2017	09/12/2017	09/22/2017	09/22/2017	103.33	
Account 53530 - Water and Sewer Totals							Invoice Transactions 1	\$103.33	
Account 53620 - Motor Repairs									
51834 - BFS Retail Operations, LLC (Firestone)	162817	17-ALIGNMENT SERVICES	Paid by Check # 66176	09/12/2017	09/12/2017	09/22/2017	09/22/2017	49.99	
4046 - Heritage-Crystal Clean, INC	14705446	17-PARTS CLEANER SERVICE	Paid by EFT # 19236	09/12/2017	09/12/2017	09/22/2017	09/22/2017	99.99	
52607 - Jim's Custom Trim Shop	284354	17 - #804 &865 seat repairs	Paid by Check # 66198	09/12/2017	09/12/2017	09/22/2017	09/22/2017	395.00	
52607 - Jim's Custom Trim Shop	284358	17 - #804 &865 seat repairs	Paid by Check # 66198	09/12/2017	09/12/2017	09/22/2017	09/22/2017	395.00	
Account 53620 - Motor Repairs Totals							Invoice Transactions 4	\$939.98	
Account 53920 - Laundry and Other Sanitation Services									

19171 - Aramark Uniform & Career Apparel Group, INC	1823114895	17 - UNIFORMS, MATS, AND TOWEL RENTAL	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	1823114894	17 - UNIFORMS, MATS, AND TOWEL RENTAL	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	65.31
19171 - Aramark Uniform & Career Apparel Group, INC	1823105996	17 - UNIFORMS, MATS, AND TOWEL RENTAL	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	68.17
19171 - Aramark Uniform & Career Apparel Group, INC	1823105997	17 - UNIFORMS, MATS, AND TOWEL RENTAL	Paid by EFT # 19175	09/12/2017	09/12/2017	09/22/2017	09/22/2017	13.32
Account 53920 - Laundry and Other Sanitation Services Totals						Invoice Transactions 4		\$160.12
Account 54440 - Motor Equipment								
6070 - 72 Hour LLC (National Auto Fleet Group)	F03712	17 -PURCHASE OF TRUCKS TO REPLACE	Paid by Check # 66171	09/12/2017	09/12/2017	09/22/2017	09/22/2017	33,078.00
6070 - 72 Hour LLC (National Auto Fleet Group)	F03702	PURCHASE OF TRUCKS TO REPLACE #405 AND	Paid by Check # 66171	09/12/2017	09/12/2017	09/22/2017	09/22/2017	33,078.00
Account 54440 - Motor Equipment Totals						Invoice Transactions 2		\$66,156.00
Program 170000 - Main Totals						Invoice Transactions 46		\$72,865.85
Department 17 - Fleet Maintenance Totals						Invoice Transactions 46		\$72,865.85
Fund 802 - Fleet Maintenance(\$9500) Totals						Invoice Transactions 46		\$72,865.85
Fund 804 - Insurance Voluntary Trust								
Department 12 - Human Resources								
Program 120000 - Main								
Account 53990.1241 - Other Services and Charges Vision								
3977 - Cigna Health & Life Insurance Company	2186392	12-Sept 2017 Cigna Dental & Vision Admin	Paid by EFT # 19201	09/12/2017	09/12/2017	09/22/2017	09/22/2017	6,713.33
Account 53990.1241 - Other Services and Charges Vision Totals						Invoice Transactions 1		\$6,713.33
Account 53990.1271 - Other Services and Charges Section 125 - URM- City								
17785 - The Howard E. Nyhart Company, INC	September 2017	12-Medical Reimb-9/12-9/13/17-Reimb. Detail	Paid by EFT # 19163	09/12/2017	09/12/2017	09/12/2017	09/12/2017	192.00
17785 - The Howard E. Nyhart Company, INC	Daily-9/12/17	12-Daily benefits card funding detail request-	Paid by EFT # 19165	09/13/2017	09/13/2017	09/13/2017	09/13/2017	113.74
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals						Invoice Transactions 2		\$305.74
Account 53990.1273 - Other Services and Charges Term Life								
18539 - Life Insurance Company Of North America	August 2017	12-August 2017 LINA-Group Premium Report	Paid by EFT # 19264	09/12/2017	09/12/2017	09/22/2017	09/22/2017	13,673.34
Account 53990.1273 - Other Services and Charges Term Life Totals						Invoice Transactions 1		\$13,673.34
Account 53990.1277 - Other Services and Charges Disability STD								
18539 - Life Insurance Company Of North America	August 2017	12-August 2017 LINA-Group Premium Report	Paid by EFT # 19264	09/12/2017	09/12/2017	09/22/2017	09/22/2017	8,051.25
Account 53990.1277 - Other Services and Charges Disability STD Totals						Invoice Transactions 1		\$8,051.25
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util								
17785 - The Howard E. Nyhart Company, INC	Daily-9/12/17	12-Daily benefits card funding detail request-	Paid by EFT # 19165	09/13/2017	09/13/2017	09/13/2017	09/13/2017	31.60
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals						Invoice Transactions 1		\$31.60
Program 120000 - Main Totals						Invoice Transactions 6		\$28,775.26
Department 12 - Human Resources Totals						Invoice Transactions 6		\$28,775.26
Fund 804 - Insurance Voluntary Trust Totals						Invoice Transactions 6		\$28,775.26
Fund 805 - Unemployment Comp Non-Reverting								
Department 12 - Human Resources								
Program 120000 - Main								
Account 53990 - Other Services and Charges								
204 - State Of Indiana	131447-8/2017	12 Unemployment reporting for August	Paid by Check # 66209	09/12/2017	09/12/2017	09/22/2017	09/22/2017	703.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$703.00
Program 120000 - Main Totals						Invoice Transactions 1		\$703.00
Department 12 - Human Resources Totals						Invoice Transactions 1		\$703.00
Fund 805 - Unemployment Comp Non-Reverting Totals						Invoice Transactions 1		\$703.00
Fund 922 - Downtown CRED								
Department 11 - Mayor's Office								
Program 110000 - Main								
Account 53990 - Other Services and Charges								
18759 - Envisage Technologies	App No 2	04 - Resolution 17-03 Expense reimbursement	Paid by EFT # 19215	09/12/2017	09/12/2017	09/22/2017	09/22/2017	300,000.00
Account 53990 - Other Services and Charges Totals						Invoice Transactions 1		\$300,000.00
Program 110000 - Main Totals						Invoice Transactions 1		\$300,000.00
Department 11 - Mayor's Office Totals						Invoice Transactions 1		\$300,000.00
Fund 922 - Downtown CRED Totals						Invoice Transactions 1		\$300,000.00
Grand Totals						Invoice Transactions 239		\$1,073,247.04



Board of Public Works Claim Register

Invoice Date Range 09/06/17 - 09/06/17
Utility 09-06-17

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 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178808-17	02-Radio Circuits-phone charges 7/29-8/28/17	Paid by Check # 66165		09/06/2017	09/06/2017	09/06/2017		09/06/2017	180.17
Account 53210 - Telephone Totals								Invoice Transactions 1		\$180.17
Program 020000 - Main Totals								Invoice Transactions 1		\$180.17
Department 02 - Public Works Totals								Invoice Transactions 1		\$180.17
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 1		\$180.17
Fund 401 - Non-Reverting Telecom (S1146)										
Department 25 - Telecommunications										
Program 254000 - Infrastructure										
Account 53750 - Rentals - Other										
12283 - Smithville Communications	401NMrtn-9/1/17	28-401 N Morton/ACC-internet services 9/1-	Paid by Check # 66169		09/06/2017	09/06/2017	09/06/2017		09/06/2017	1,614.27
Account 53750 - Rentals - Other Totals								Invoice Transactions 1		\$1,614.27
Program 254000 - Infrastructure Totals								Invoice Transactions 1		\$1,614.27
Program 256000 - Services										
Account 53150 - Communications Contract										
12283 - Smithville Communications	401NMrtn-9/1/17	28-401 N Morton/ACC-internet services 9/1-	Paid by Check # 66169		09/06/2017	09/06/2017	09/06/2017		09/06/2017	1,136.00
Account 53150 - Communications Contract Totals								Invoice Transactions 1		\$1,136.00
Program 256000 - Services Totals								Invoice Transactions 1		\$1,136.00
Department 25 - Telecommunications Totals								Invoice Transactions 2		\$2,750.27
Fund 401 - Non-Reverting Telecom (S1146) Totals								Invoice Transactions 2		\$2,750.27
Grand Totals								Invoice Transactions 3		\$2,930.44



Board of Public Works Claim Register

Invoice Date Range 08/28/17 - 08/28/17

Bank Fees July 2017

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC0717--	06-July 2017 Bank Fees	Paid by EFT # 19152		08/28/2017	08/28/2017	08/28/2017		08/28/2017	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 010000 - Main Totals								Invoice Transactions 1		\$5.00
Department 01 - Animal Shelter Totals								Invoice Transactions 1		\$5.00
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC0717--	06-July 2017 Bank Fees	Paid by EFT # 19152		08/28/2017	08/28/2017	08/28/2017		08/28/2017	16.64
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$16.64
Program 020000 - Main Totals								Invoice Transactions 1		\$16.64
Department 02 - Public Works Totals								Invoice Transactions 1		\$16.64
Department 06 - Controller's Office										
Program 060000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC0717--	06-July 2017 Bank Fees	Paid by EFT # 19152		08/28/2017	08/28/2017	08/28/2017		08/28/2017	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 060000 - Main Totals								Invoice Transactions 1		\$5.00
Department 06 - Controller's Office Totals								Invoice Transactions 1		\$5.00
Department 13 - Planning										
Program 130000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC0717--	06-July 2017 Bank Fees	Paid by EFT # 19152		08/28/2017	08/28/2017	08/28/2017		08/28/2017	5.00
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$5.00
Program 130000 - Main Totals								Invoice Transactions 1		\$5.00
Department 13 - Planning Totals								Invoice Transactions 1		\$5.00
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 4		\$31.64
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	26-GargFees07-17	06-July 2017 Bank Fees	Paid by EFT # 19151		08/28/2017	08/28/2017	08/28/2017		08/28/2017	1,540.95
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$1,540.95
Program 260000 - Main Totals								Invoice Transactions 1		\$1,540.95
Department 26 - Parking Totals								Invoice Transactions 1		\$1,540.95
Fund 452 - Parking Facilities(S9502) Totals								Invoice Transactions 1		\$1,540.95
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.	06-DeptCC0717--	06-July 2017 Bank Fees	Paid by EFT # 19152		08/28/2017	08/28/2017	08/28/2017		08/28/2017	8.31
Account 53830 - Bank Charges Totals								Invoice Transactions 1		\$8.31
Program 020000 - Main Totals								Invoice Transactions 1		\$8.31
Department 02 - Public Works Totals								Invoice Transactions 1		\$8.31
Fund 454 - Alternative Transport(S6301) Totals								Invoice Transactions 1		\$8.31
Grand Totals								Invoice Transactions 9		\$1,580.90

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	7/31/2017	EFT	804	FLEX	8/1/2017	40.00
2	8/1/2017	EFT	804	FLEX	8/1/2017	75.00
3	8/1/2017	EFT	804	FLEX	8/2/2017	20.00
4	8/1/2017	EFT	800	Workers Comp	8/2/2017	1,287.07
5	8/2/2017	EFT	804	GYM/Massage	8/2/2017	4,156.91
6	8/2/2017	EFT	804	FLEX	8/3/2017	731.22
7	8/2/2017	EFT	801	H.S.A. EE	8/3/2017	14,849.17
8	8/3/2017	EFT	804	FLEX	8/4/2017	164.91
9	8/4/2017	EFT	804	FLEX	8/8/2017	161.54
10	8/5/2017	EFT	804	FLEX	8/8/2017	88.99
11	8/6/2017	EFT	804	FLEX	8/8/2017	66.00
12	8/7/2017	EFT	804	FLEX	8/8/2017	30.00
13	8/8/2017	EFT	804	FLEX	8/8/2017	198.10
14	8/8/2017	EFT	804	FLEX	8/9/2017	348.46
15	8/9/2017	EFT	804	FLEX	8/11/2017	462.60
16	8/10/2017	EFT	804	FLEX	8/11/2017	224.35
17	8/9/2017	EFT	801	IACT	8/14/2017	740,846.07
18	8/11/2017	EFT	804	FLEX	8/14/2017	570.61
19	8/12/2017	EFT	804	FLEX	8/14/2017	173.70
20	8/13/2017	EFT	804	FLEX	8/14/2017	275.00
21	8/14/2017	EFT	804	FLEX	8/15/2017	20.00
22	8/15/2017	EFT	804	FLEX	8/15/2017	528.00
27	8/15/2017	EFT	800	Workers Comp	8/16/2017	948.60
28	8/15/2017	EFT	800	Workers Comp	8/16/2017	4,076.33
29	8/16/2017	EFT	804	FLEX	8/16/2017	460.12
26	8/15/2017	EFT	804	FLEX	8/16/2017	90.00
30	8/18/2017	EFT	804	FLEX	8/17/2017	14,909.17
25	8/16/2017	EFT	804	FLEX	8/17/2017	1,179.01
24	8/17/2017	EFT	804	FLEX	8/18/2017	617.06
23	8/18/2017	EFT	800	Workers Comp	8/18/2017	28,054.70
31	8/18/2017	EFT	800	Workers Comp	8/21/2017	11,251.30
32	8/18/2017	EFT	800	Workers Comp	8/21/2017	5,056.20
33	8/18/2017	EFT	804	FLEX	8/21/2017	439.54
34	8/19/2017	EFT	804	FLEX	8/21/2017	193.88
35	8/20/2017	EFT	804	FLEX	8/21/2017	180.57
36	8/21/2017	EFT	804	FLEX	8/22/2017	25.00
37	8/22/2017	EFT	804	FLEX	8/22/2017	45.00
38	8/22/2017	EFT	801	FLEX	8/23/2017	33,277.18
39	8/22/2017	EFT	804	FLEX	8/23/2017	572.50
40	8/23/2017	EFT	804	GYM/Massage	8/23/2017	3,096.00
41	8/24/2017	EFT	804	FLEX	8/25/2017	155.91
42	8/23/2017	EFT	804	FLEX	8/25/2017	259.68
43	8/25/2017	EFT	804	FLEX	8/28/2017	101.77
44	8/26/2017	EFT	804	FLEX	8/28/2017	20.00
45	8/28/2017	EFT	804	FLEX	8/30/2017	50.00
46	8/29/2017	EFT	804	FLEX	8/30/2017	50.00
47	8/29/2017	EFT	804	FLEX	8/30/2017	807.40
48	8/30/2017	EFT	801	H.S.A. EE	8/30/2017	14,808.76
49	8/30/2017	EFT	804	FLEX	8/31/2017	297.57
50	8/31/2017	EFT	800	Workers Comp	8/31/2017	1,053.04
51		EFT	804	FLEX		
52		EFT	804	FLEX		

887,393.99

ALLOWANCE OF CLAIMS

\$ 887,393.99

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_____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
8/28/2017	Bank Fees				1,580.90
9/22/2017	Claims				1,073,247.04
9/6/2017	Sp Utility Cks				2,930.44
	Woodlawn Ave				
	August HAS/IAC/Worker Comp Claims				887,393.99
					<u>1,965,152.37</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of _____ claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 1,965,152.37

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 _____