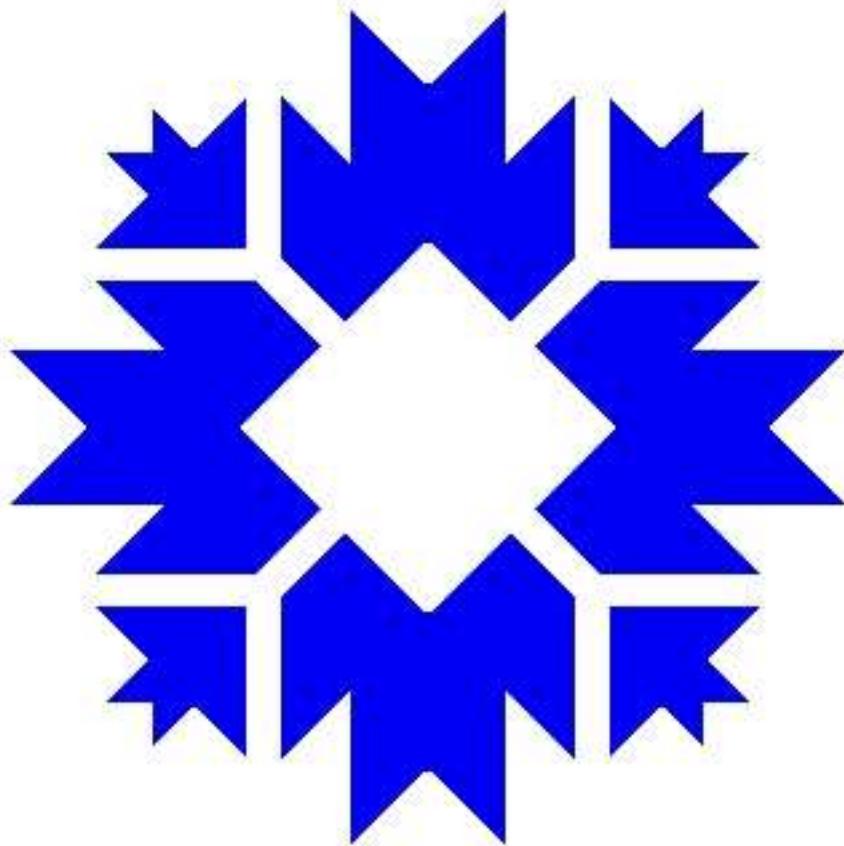


Board of Public Works Meeting

December 12, 2017



**REVISED AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, December 12, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED QUOTES & BIDS

1. Open Sealed Quotes for the Kinser Pk. Sidewalk Reconstruction Project
2. Open Sealed Quotes for the Morton St. Garage and Walnut St. Garage Top Deck Water Proofing Project

IV. CONSENT AGENDA

1. Approval of Minutes – November 28, 2017
2. Approve Buskirk-Chumley Partnership Agreement
3. Request from Indiana University to Close a Portion of N. Fee Ln. Sidewalk
4. Amend Request from H.M. Mac to Temporarily Close a Portion of N. College Ave.
5. Plat Approval for Century Village Plat
6. Dedication of Public Right of Way at 11th/Fountain Intersection
7. Approve 2018-2019 BDU Agreement with Monroe County Community School Corporation
8. Approve 2018-2019 BDU Agreement with Monroe County Public Library
9. Approve 2018-2019 BDU Agreement with Monroe County
10. Approve 2018-2019 BDU Agreement with Indiana University Health
11. Approve 2018 CATS Funding Agreement with Monroe County Public Library
12. Approve 2018 PEG Channel Programming Agreement with Monroe County Public Library
13. Request for Noise Permit for Rally for Life (Sunday, 1/21/18)
14. Approval of Payroll

V. NEW BUSINESS

1. Approve Bike Share Program
2. Approval of Tapp Road and Rockport Road Intersection Improvement Project LPA-Consulting Contract with American Structurepoint, Inc.
3. Approve Contract for Oak Tree Pruning at 3rd St. & Hillsdale Dr. with Mominee Tree Company
4. Resolution 2017-104: Request to Encroach into the Public Right of Way Encroachment for Bloomington Bagel Company Project
5. Resolution 2017-105: Request to Encroach into the Public Right of Way Encroachment for Graduate Hotel project
6. Resolution 2017-106: Public Need for Right of Way Acquisition for the 17th Street Reconstruction Project
7. Approve Contract with American Structurepoint Inc. for Signal Timing On-Call Services
8. Approve Contract with Shrewsberry & Associates LLC for Preliminary Engineering Services for the School Zone Enhancements Project
9. Approve Contract with American Structurepoint Inc. for Preliminary Engineering Services for the Adams Street Sidewalk and Intersection Improvements Project
10. Approve Agreement with Tauren Communication Services for Animal Shelter Infrastructure Installation Services
11. Approve Agreement with Otto's Pavement Marking for City Hall Parking Lot Asphalt Repairs

and Seal Coating

12. Approve Agreement with STR-SEG Resources for Roofing Assessment of the Walnut St. Parking Garage
13. Approve Change Order #3 with Ankriss for Skywalk Renovations
14. Approve Agreement with SCCAP for Sanitation Services
15. Award Design Contract to Aztec Engineering Group, Inc. for the North B-Line Extension Project
16. Award Construction Contract to E & B Paving, Inc. for the S. Sare Rd. Crosswalk Islands Project
17. Award Construction Contract for the Kinser Pike Sidewalk Reconstruction 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.

The Board of Public Works meeting was held on Tuesday, November 28, 2017 at 6:30 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: Christina Smith – Public Works
Jackie Moore – City Legal
Dan Backler – Planning and Transportation
James Boruff – Facilities Maintenance & Operations
Virgil Sauder – Animal Care and Control
Roy Aten– Planning and Transportation

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**OPEN SEALED BIDS
AND QUOTES**

Cox Deckard opened the sealed Sealed Quotes for the S. Sare Rd. Crosswalk Islands Project. Quotes were received from the following companies:

**Open Sealed Sealed
Quotes for the S. Sare
Rd. Crosswalk Islands
Project**

- E&B Paving: \$147,000

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

1. Approval of Minutes – November 14, 2017
2. Approval of Payroll for 11/22/17 in the amount of \$398,809.24

CONSENT AGENDA

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

This item was tabled until the next meeting.

Dan Backler, with Planning and Transportation, presented the Request for Permission from H.M. Mac to Temporarily Close a Portion of N. College Ave. for Notting Hill Residences Water Main Extension. See meeting packet for further details.

Palazzo asked the petitioner about additional closures.

Brian Roberts, with H.M. Mac Construction, explained driveways may be impacted at times, but not for more than AN hour at a time. He added that the closure could be pushed back by a few weeks to complement the winter break. He said there were benefits to both closure dates.

Palazzo and Cox Deckard supported the initial dates, and were willing to revisit at the next meeting, if necessary.

Palazzo made a motion to approve the Request for Permission from H.M. Mac to Temporarily Close a Portion of N. College Ave. for Notting Hill Residences Water Main Extension. Cox Deckard seconded. The motion passed. Request approved.

James Boruff, with Facilities Maintenance & Operations, presented the Contract for Fire Station #5 Flooring Installation. See meeting packet for further details.

Palazzo made a motion to approve the Contract for Fire Station #5 Flooring Installation. Cox Deckard seconded. The motion passed. Contract approved.

Virgil Sauder, with Animal Care & Control, presented Resolution 2017-103: Special Purchase Determination for Fiber Restoration.

NEW BUSINESS

**Resolution 2017-101:
Order to Seal Structure
at 1825 S. Covey Ln**

**Request for Permission
from H.M. Mac to
Temporarily Close a
Portion of N. College
Ave. for Notting Hill
Residences Water Main
Extension**

**Approve Contract for
Fire Station #5 Flooring
Installation**

**Resolution 2017-103:
Special Purchase**

See meeting packet for further details.

Determination for Fiber Restoration

Palazzo asked who typically would be responsible for this type of damage.

Sauder explained that the contractor would be responsible if the line was properly marked and placed. However, it was not buried at the proper depth. He said this line was an improved connection from the Animal Shelter to the Sanitation Department.

Palazzo made a motion to approve the Resolution 2017-103: Special Purchase Determination for Fiber Restoration. Cox Deckard seconded. The motion passed. Resolution 2017-103 approved.

Roy Aten, with Planning and Transportation, presented the Construction Contract with Groomer Construction, Inc. for the Rockport Road Sidewalk Project. See meeting packet for further details.

Award Construction Contract to Groomer Construction, Inc. for the Rockport Road Sidewalk Project

Palazzo asked about the significant price difference among the bids.

Aten explained that the contractor stood by their bid when asked about the price difference. He said the low bid price was within the range of the engineering estimate.

Palazzo made a motion to approve the request to Award Construction Contract to Groomer Construction, Inc. for the Rockport Road Sidewalk Project. Cox Deckard seconded. The motion passed. Contract approved.

Aten presented the Construction Contract with Crider & Crider, Inc. for the 10th Street Pedestrian Improvement Project. See meeting packet for further details.

Award Construction Contract to Crider & Crider, Inc. for the 10th Street Pedestrian Improvement Project

Palazzo made a motion to approve the Construction Contract with Crider & Crider, Inc. for the 10th Street Pedestrian Improvement Project. Cox Deckard seconded. The motion passed. Contract approved.

Aten presented the Change Orders #8 and #9 for the Old SR 37 and

Approve Change

Dunn Curve Correction Project. See meeting packet for further details.

Palazzo made a motion to approve Change Orders #8 and #9 for the Old SR 37 and Dunn Curve Correction Project. Cox Deckard seconded. The motion passed. Change order approved.

Smith provided the following announcements:

- Sanitation Modernization: She asked that residents remain patient with the delivery of their carts as at least 2,000 residents have requested to exchange carts.

Smith addressed the trash sticker refunds on the claims register.

Palazzo moved to approve the Claims Register for 11/20/17 – 12/1/17 in the amount of \$676,611.47. Cox Deckard seconded the motion. The motion passed. Claims approved.

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

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

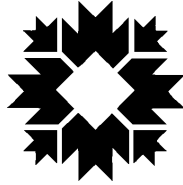
Attest to:

**Orders #8 and #9 for
the Old SR 37 and
Dunn Curve Correction
Project**

**STAFF REPORTS &
OTHER BUSINESS**

**APPROVAL OF
CLAIMS**

ADJOURNMENT



CITY OF BLOOMINGTON
parks and recreation

STAFF REPORT

Agenda Item: C-2
Date: 12/12/2017

Administrator
Review\Approval
PM

TO: Board of Park Commissioners
FROM: Paula McDevitt, Administrator
DATE: December 7, 2017
SUBJECT: REVIEW/APPROVAL OF 2018 MANAGEMENT/PARTNERSHIP AGREEMENT WITH BCT MANAGEMENT, INC.

Recommendation

It is recommended that the Board approve the 2018 Management Agreement with BCTM, Inc. to manage the Buskirk-Chumley Theater for the benefit of the community.

Background

Since its renovation in 1999, the Buskirk-Chumley Theater (“Theater”), a performing arts venue at 114 E. Kirkwood, has become a key contributor to the economic and cultural vitality of downtown Bloomington and one of the many attractions to draw people to the downtown business district.

The attached agreement reflects discussions between City staff and BCT Management, Inc. staff and Board members.

Funding

Funding will be provided in the 2018 City Council budget to assist BCTM, Inc. with duties related to their operation of the Theater as stated below:

“The City shall, for the term of this Agreement, provide Fifty Thousand Dollars (\$50,000.00) to support the operations at the BCT (“Operations Funding”). The Operations Funding shall be paid in four (4) quarterly payments of Twelve Thousand Five Hundred Dollars (\$12,500.00).”

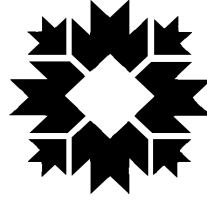
In addition, continuation of \$74,000 in funding for building related improvements, from the City’s Consolidated TIF fund, will continue in 2017. Staff will receive final approval from the Redevelopment Commission on December 18, 2017 for funding of building related expenses listed in the agreement for the period of January 1, 2018 -December 31, 2018.

The total support for the Buskirk-Chumley Theater in 2018 will be \$124,000.

RESPECTFULLY SUBMITTED,

A handwritten signature in cursive script, reading "Paula McDevitt". The signature is written in dark ink and is positioned above a horizontal line.

Paula McDevitt, Administrator



CITY OF BLOOMINGTON
parks and recreation

PARTNERSHIP AGREEMENT

This Agreement, made and entered into this ____ day of December, 2017 by and between the **City of Bloomington, Indiana (“City”)** by its **Mayor, Board of Park Commissioners (“Parks Board”)**, and **Redevelopment Commission (“Commission”)** and **BCT Management, Inc.,** an Indiana non-profit corporation (“BCTM”),

WITNESSETH:

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

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

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

WHEREAS, the previous Management Agreement between the City and BCTM is set to expire on December 31, 2017; and,

WHEREAS, the City has determined that it is in the public interest to enter into a new Agreement with BCTM for the management of the BCT for the period of January 1, 2018 through December 31, 2018, with the intent to continue the parties’ successful relationship into the future; and

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

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

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

1. PURPOSE OF AGREEMENT

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

2. DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2018 to December 31, 2018, unless early termination occurs as described in paragraph 6(j), below.

3. FUNDING

The City shall, for the term of this Agreement, provide Fifty Thousand Dollars (\$50,000.00) to support the operations at the BCT (“Operations Funding”). The Operations Funding shall be paid in four (4) quarterly payments of Twelve Thousand Five Hundred Dollars (\$12,500.00).

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

4. BCTM

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

a. Programming:

- i. BCTM shall manage the BCT in a professional manner and utilize its best efforts to preserve and expand the BCT’s role as a high quality, accessible community resource, and to schedule and promote a diverse program of local, regional, and national artists and events, so as to serve a broad segment of the community and a wide variety of interests and audiences. BCTM shall maintain and administer booking procedures and rental rates

that give performers, renters, and other users a fair and reasonable opportunity to use the facility.

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

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

- i. BCTM agrees to maintain its principal and only corporate office with regular office hours on the BCT premises.
- ii. As an independent contractor, and at its sole cost and expense, BCTM shall employ an Executive Director, Technical Director, and such other personnel as necessary in its sole opinion to the operation of the BCT in conformance with the terms of this Agreement. BCTM and its personnel, agents, volunteers, contractors or sub-contractors shall in no event be construed to be, or represent themselves to be employees of the City.
- iii. BCTM shall use the BCT premises only for operation of the BCT as a venue for presenting arts and entertainment events, private events, educational programs, community events and other programs and events benefiting the public. The BCT premises may be used and occupied only for the uses described in this Agreement.
- iv. BCTM shall be solely liable and responsible for any and all operating expenses incurred and contracts and agreements entered into in the course of its operation and management of the BCT, provided, however, that BCTM does not assume, and shall not be liable for, any financial obligations of the City regarding the BCT. However, expenses such as property taxes charged directly to the City that stem from BCTM's operation, contracts and agreements with third parties must be reimbursed by BCTM to the City. The BCT shall also take responsibility for all

expenses related to the Alcoholic Beverages permit the City obtained for BCTM.

- v. BCTM shall operate the BCT as a venue for presentation of BCT programming, and BCTM may, at its sole discretion, produce and promote its own events at the BCT. BCTM shall have the authority to make all scheduling decisions for the BCT, and at its sole discretion, set rental rates for the BCT. BCTM shall keep the City informed regarding its rental rates for the BCT, and shall advise the City of any proposed change to the rates at least ten (10) business days prior to the effective date of the change.
- vi. The City's logo and/or such other acknowledgement of the City's support that the City deems appropriate, in its sole discretion, shall be displayed in the BCT and on the BCTM website. An announcement of the City's support of the BCT shall be made prior to all performances.
- vii. BCTM shall be solely responsible for obtaining and maintaining any licenses or permits required by any governmental entity in connection with the operation of the BCT. BCTM shall not enter into any contracts or agreements that authorize or allow for violation of any City ordinance.

c. Sale of Alcoholic Beverages:

- i. The City, as owner of the BCT, has obtained on BCTM's behalf an Alcoholic Beverages permit for the premises and shall retain rights to this permit because it has applied for an alcoholic beverage permit (liquor, beer and wine retailer for a Civic Center, license type 219) on behalf of the BCTM pursuant to Indiana Code § 7.1-3-1-25. This permit, granted in 2011 and renewable on an annual basis, is not part of the regular Alcoholic Beverage permits that are granted following a quota system, and can only be obtained when the City applies for it. If granted, such a permit is particular to the circumstances of the location in that the building must be owned by the City, and that it must be open for specific purposes.
- ii. BCTM agrees to be in compliance with all laws, federal, state and local, that apply to this alcoholic beverages permit, which is only to be used at the current BCT Premises. It agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to this permit, including, without limitation, any penalties for violations of the permit or its requirements.
- iii. BCTM shall, at its own expense during the duration of this Agreement, maintain liquor liability insurance in compliance with Section 6(h) of this Agreement, and carry the financial cost for application and renewals, or any other expense related to the permit.

- iv. BCTM agrees that, in the event of termination of this Agreement for any reason, or if BCTM determines it cannot or will not start or continue to perform its rights and obligations under the alcoholic beverages permit, BCTM will, at the option of the City exercised in writing, either surrender BCTM's Alcoholic Beverages permit for the BCT's location, or take all necessary or desirable lawful steps requested by the City to transfer the alcoholic beverages permit for the BCT to another prospective permittee to be designated by the City, and approved of by the Indiana Alcohol and Tobacco Commission. Such steps may include, but are not limited to, having BCTM officers and/or directors execute lawful documents at the request of the City. In the event of such surrender or transfer upon termination of this Agreement BCTM will not be entitled to any monetary payment or other compensation for complying with this Agreement.

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

- i. BCTM shall keep the BCT premises, including the auditorium, entrances, eastern portion of the storefront retail space, offices, rest rooms, and adjacent sidewalks in a clean, safe, and operable condition and in compliance with all applicable statutes and ordinances.
- ii. In the event that BCTM enters into a lease of the western portion of the storefront retail space as described in paragraph 6.a.iii., below, the lease shall require the tenant to maintain the premises in a clean and safe condition and in compliance with all applicable statutes and ordinances. In the event that BCTM does not enter into a lease of the western portion of the storefront retail space, BCTM shall maintain the western portion of the storefront retail space, as required by paragraph 4.d.i., above.
- iii. BCTM shall be responsible and liable for any injury or damage done to the BCT premises by BCTM or BCTM's employees, invitees, or any other occupant or other person whom BCTM permits to be in or about the BCT premises.
- iv. BCTM shall be responsible for minor maintenance and repair of the interior of the building, as detailed in Exhibit A, Section 1.
- v. BCTM shall be responsible for the minor repair and maintenance of BCT equipment and furnishings listed in Exhibit B, Sections 1 & 2.
- vi. BCTM shall maintain all premises, equipment and furnishings in such condition, order, and repair as the same were in at the commencement of this Agreement or may be installed during the term of this Agreement, reasonable wear and tear excepted. In the event BCTM fails to undertake any repair or maintenance under their responsibility after thirty (30) days notice in writing from the City, the City may undertake the repair or

maintenance, and BCTM shall be obligated to pay within thirty (30) days after invoice the full amount of any such expense paid by the City. The City agrees to reimburse BCTM for unexpected emergency repairs; however, BCTM will make all reasonable efforts to contact City and obtain City approval before commencing the repairs.

- vii. BCTM requests to use Tax Increment Funding shall be compliant, with applicable state law, including Indiana Code 5-22-8 *et seq.* With respect to requests to use Tax Increment Funding, BCTM shall make diligent efforts to follow the City's procurement methods, as set by the City Controller, including—where applicable—obtaining three (3) quotes. Requests for Tax Increment Funding shall include: (1) the names of the persons or companies that provided quotes, (2) the amounts of the quotes, (3) BCTM's preference of quote, and (4) an explanation for BCTM's preference of quote.
- viii. BCTM shall not cause or permit any alterations, additions, or changes of or upon any part of the BCT premises without first obtaining written consent of the City. If any alterations, additions, or changes to the BCT premises are made by BCTM and met with the City's consent under this sub-paragraph, they shall be made at BCTM's expense and in a good and workmanlike manner, in accordance with all applicable laws, and shall become the property of the City as owner of the BCT.
- ix. The City shall provide BCTM with a list of acceptable vendors with which BCTM might contact for emergency and/or after-hours repair. BCTM shall immediately communicate with the Director of Parks and Recreation on the day following the occurrence of emergency repair describing the nature of, and the manner in which BCTM handled, the repair.
- x. BCTM shall pay all bills and charges for water, sanitary and storm sewer, electricity, gas, and other utilities that may be assessed or charged against any occupant of the BCT Premises during the term of this Agreement.
- xi. BCTM shall not permit any lawful mechanic's or other liens to accrue against the BCT Premises by reason of labor, services or materials claimed to have been performed or furnished to or for BCTM. BCTM shall cause any lien filed against the BCT Premises as a result of the action or inaction of BCTM to be discharged and released within ninety (90) days of the date of filing. In the event the lien is not discharged and released within that time period and BCTM continues to desire to contest the lien, BCTM shall post a surety bond or letter of credit in an amount reasonably anticipated to be necessary to satisfy the lien.

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

- i. Once per calendar year, BCTM shall provide financial reports which have been reviewed or audited by a Certified Professional Accountant, as defined by the Financial Standards Accounting Board (FASB). The financial reports shall include progress reports on fundraising, including the amount of funds received through fundraising, the number of donors of funds, and the steps taken to generate funds. Said reports shall be delivered to the City not later than April 15, 2019.
- ii. BCTM shall provide an annual written report of BCT operations to the City, which shall be delivered to the City no later than April 15, 2019. The annual report shall be comprehensive and shall address all relevant topics, including, but not limited to, a listing of all programs and events held in the BCT during 2018, income and expenses related to the BCT property for 2018, and updates on the preventative maintenance BCTM undertook in 2018.
- iii. BCTM shall provide a copy of its timely filed IRS Form 990, Return of Organization Exempt from Income Tax Form. The Form 990 shall be provided to the City within thirty (30) days of when it is filed with the Internal Revenue Service.
- iv. BCTM will remain compliant with all returns and payments associated with all applicable taxes—including payroll taxes. BCTM will provide the City with a copy of all returns filed with and payments made to all taxing entities within thirty (30) days of filing and payment.
- v. BCTM shall provide a copy of all filings with the Indiana Secretary of State's Office. These filings shall be provided to the City within thirty (30) days of when they are filed with the Indiana Secretary of State's Office.
- vi. The City shall set a meeting after April 15, 2019 and prior to May 30, 2019 for BCTM to present the annual report to the Administrator of the City's Parks and Recreation Department and to respond to questions. BCTM shall designate a voting member of its Board and send him/her to the City's meeting.
- vii. During the year and in addition to the annual report, BCTM representatives shall provide to the City such information as may be requested by the City concerning BCT operations and events.
- viii. The City may, upon one (1) week's notice, inspect the BCT's books and records maintained by BCTM.

- ix. The City shall have one (1) non-voting representative on the BCTM Board of Directors. The Mayor shall designate this representative, who shall be subject to removal by the Mayor at anytime for any reason.
- x. BCTM shall provide BCT participation data to the City on a quarterly basis to the City no more than fifteen days after the end of each quarter. This data will be used in the Bloomington Parks and Recreation annual report.
- xi. The 2019 BCTM goals will be submitted to the City by July 1, 2018 following the City's format for annual goals.

f. Inventory List and Disposal of Surplus Property:

- i. BCTM shall provide an updated inventory of all equipment and furnishings to the City on or before December 31, 2018. The inventory shall include the funding source or sources for all equipment and furnishings purchased. At the end of this Agreement, prior to renewal, the City shall have the responsibility to conduct an inventory of City owned assets to ensure their presence on-site. BCTM shall be held accountable for any missing City owned assets.
- ii. BCTM shall inform the City when it desires to dispose of Surplus property in writing, and the City shall, at its earliest convenience, comply with disposal of Surplus property policies as provided by statute and the City's Financial Policies Manual (including the Controller and Corporation Counsel's review of the request, and the submission of the request to the appropriate board). Revenue generated by the sale of Surplus property will be credited to the department from which such personal property is sold, pursuant to Bloomington Municipal Code 2.52.020.

5. CITY OF BLOOMINGTON

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

a. Programming and Premises:

- i. The City's one (1) non-voting representative will serve on the BCTM Board of Directors.
- ii. The City, as owner of the BCT, shall retain decision-making authority regarding signage to be affixed to the BCT premises. The City shall also

retain the right to display and distribute promotional materials regarding City programs in the lobby of the BCT in such a way that does not interfere with BCTM's use of the BCT and ability to manage and promote events at the BCT.

- iii. Any matters related to the BCT Premises that are not specifically addressed in this Agreement shall be decided by the City pursuant to its authority as owner of the BCT.
- iv. Ownership of the equipment and furnishings inside the building necessary to its functionality as a Theater is as detailed in Exhibit B, Sections 1 & 2.
- v. The City will consult with BCTM during the term of this Agreement regarding replacements, upgrades and major repairs to equipment and furnishings; however, all decisions regarding the same shall be made in the City's discretion.
- vi. The City shall be responsible for maintenance and repair of the building and the marquee as detailed in Exhibit B, Section 2 of this Agreement.
- vii. The City shall be responsible for addressing BCTM requests to the City for Tax Increment Funding, as detailed in paragraph 5.b.ii of this Agreement, in a timely manner.
- viii. The City reserves the right to make any structural, roof and major mechanical repairs it deems necessary, and agrees to make all reasonable efforts to work with BCTM in planning and scheduling such repairs as to minimize or avoid interruption of use of the BCT.
- ix. The City or its agent shall have the right to enter upon the BCT Premises to inspect the same during the BCT's business hours, or at any other reasonable time as the parties shall agree.
- x. The City shall have the right to use the BCT, with no rental fee, for up to five (5) days each calendar year, which dates will be coordinated with BCTM in advance. Specific dates for three (3) uses include: Martin Luther King Celebration on January 15, 2018, State of the City on February 15, 2018 and Be More Awards on March 27, 2018. Two (2) additional dates for other City events will be mutually agreed upon by the City and BCTM. A day of use is defined as the time between 8:00 a.m. and 12:00 a.m. (midnight) on the day of the rental. Additional hours may be added to a day of use with BCTM approval.

b. Payments:

- i. The City shall provide Fifty Thousand Dollars (\$50,000.00) as Operations Funding for the BCTM.
- ii. The Redevelopment Commission shall provide up to Seventy Four Thousand Dollars (\$74,000.00) from the Consolidated TIF (“Tax Increment Funding”). The Tax Increment Funding may be used only for purposes permitted by Indiana Code § 36-7-14-39. The Tax Increment Funding will only be provided after: (1) BCTM has followed the City’s procurement process, as set forth in its Financial Policies Manual, to obtain bids or quotes for a desired purchase, (2) the BCTM has made a request for Tax Increment Funding, (3) the City—through the Director of Parks and Recreation or her designee—has approved the request for Tax Increment Funding, and (4) the Redevelopment Commission has approved the request for Tax Increment Funding via resolution. No Project Review and Approval Form shall be necessary for the expenditure of Tax Increment Funding under this Agreement.

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

a. ASSIGNMENT AND LEASING:

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

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

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

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

b. INDEMNIFICATION AND RELEASE

- i. BCTM shall indemnify, defend, and hold the City harmless from any contractual claim, demand, action, liability, or responsibility arising directly or indirectly from its management, operation, occupancy, use, or possession of the BCT under this Agreement. BCTM shall indemnify, defend and hold the City harmless from and against any claim, demand, liability, proceeding, damages, loss, and costs, including attorney's fees, arising from personal injury, death, or property damage connected, directly or indirectly, with this Agreement or BCTM's occupancy, control, or use of the BCT Premises and personal property, including without limitation, any liability that the City might have to any person, including BCTM and any lessee, and/or its employees and invitees, in or about the BCT Premises with the consent, license, or invitation, express or implied, of BCTM or any lessee. BCTM agrees that its obligations to indemnify the City under this Agreement extend to its actions under the laws applicable to its Alcoholic Beverages permit, including, without limitation, any penalties for violations of the permit or its requirements.
- ii. If the City shall, without fault, become a party to litigation commenced by or against BCTM, then BCTM shall indemnify and hold the City harmless from such litigation. The indemnification provided in this paragraph shall include the City's attorney's fees and costs in connection with any such claim, action, or proceedings. BCTM does hereby release the City from all liability for any accident, damage, or injury caused to person or property on or about the BCT Premises. The City shall remain liable for its own gross negligence and the gross negligence of its agents and

employees, and in such case, the indemnification, hold harmless, and release provisions provided herein shall not apply.

- c. **Risk of Loss:** In the event that the BCT Premises sustains damage of any nature, any and all property insurance proceeds arising from the loss shall be applied to restore the BCT Premises. In the event that the BCT Premises are destroyed and cannot be restored within one hundred eighty (180) days, then this Agreement may be terminated by either party without further obligation. All property of BCTM, its agents and employees, kept, stored or maintained within the BCT Premises shall be at BCTM's exclusive risk.
- d. **E-VERIFY:** Pursuant to Indiana Code § 22-5-1.7-11(a) BCTM shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program. BCTM is not required to continue this verification if the E-Verify program no longer exists. BCTM shall sign an affidavit affirming that they participate in the E-Verify program and that they do not currently knowingly employ an unauthorized alien. The affidavit is attached to and incorporated into this Agreement as Exhibit C.
- e. **Nuisance:** BCTM shall not permit any nuisance to be maintained or permitted on the premises, nor any disturbance, noise, or other annoyance that interferes with the reasonable comfort and quiet enjoyment of persons occupying adjacent properties. If BCTM fails to remedy the nuisance, then the City shall have the right to enter on the premises to remedy the nuisance. However, the City's failure to assert its right to remedy a nuisance shall not impose an affirmative duty on the City so that it assumes liability for the nuisance. Regardless of any entry or non-entry onto the premises by the City for the purpose of remedying a nuisance, BCTM shall remain solely liable for any and all liability resulting to any persons from any nuisance maintained or permitted on the premises.
- f. **Firearms Policy:** Pursuant to Indiana Code §§ 35-47-11.1-2 and -3, the City is prohibited from enforcing its former policy on firearms in public parks and city facilities as of July 1, 2011. However, pursuant to Indiana Code § 35-47-11.1-4(10), BCTM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned. BCTM has developed such a policy for its activities, which is incorporated into this Agreement as Exhibit D.
- g. **Non-Waiver:** Failure on the part of either the City or BCTM to exercise any right or remedy under this Agreement shall not constitute a waiver thereof as to any default or future default or breach by the other party. No waiver of any default shall be effective unless in writing.
- h. **Insurance:** BCTM shall, at its own expense during the term of this Agreement, maintain in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, General Liability Insurance, in an amount and with an insurance company approved by City, against claims of bodily injury, death, or damage to the property of third parties occurring in or about the BCT premises. The minimum limits of

liability of such General Liability Insurance shall be One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000) in the aggregate, and One Hundred Thousand Dollars (\$100,000.00) with respect to property damage/fire legal liability. BCTM shall, at its own expense during the term of this Agreement, maintain and keep in full force and effect for the mutual benefit and protection of both BCTM and the City, as additional insured, Fire and Extended Casualty Insurance coverage upon those contents, furnishings, and personal property owned or maintained by BCTM, as indicated in this Agreement or otherwise. BCTM shall provide the City with an All Risk/Special Form regarding such contents, furnishings and personal property. BCTM shall maintain Workers Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code. BCTM shall provide to the City certificates of insurance evidencing the insurance required pursuant to this paragraph. All policies of insurance on which the City is named as additional insured shall require that the City be provided a minimum of thirty (30) days notice in writing of any intended cancellation.

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

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

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

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

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

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

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

k. Default:

- i. **By City:** If the City should fail to perform any of the covenants, agreements, or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to the City by BCTM by Certified Mail Return Receipt Requested setting forth the nature of such default, this Agreement may be terminated by BCTM before expiration of its term. The parties agree to meet within five (5) days after a written notice of default has been given by BCTM and to endeavor to resolve any dispute concerning the alleged default by direct negotiations.
- ii. **By BCTM:** If BCTM should fail to perform any of the covenants, agreements or conditions of this Agreement, on its part to be kept and performed, and such default is not cured within thirty (30) days after written notice is given to BCTM by the City by Certified Mail, Return Receipt Requested setting forth the nature of such default; or if BCTM shall make an assignment for the benefit of creditors; or if the interest of BCTM hereunder shall be sold under execution or other legal process; or if BCTM shall be placed in the hands of a receiver; then, in any of such events, it shall be lawful for the City, without notice or process of law, to enter upon and take possession of the BCT Premises, and thereupon this Agreement and everything herein contained on the part of the City to be done and performed shall cease, terminate, and be utterly void, all at the option of the City; without prejudice, however, to the right of the City to recover from BCTM, and without such action being deemed a surrender of this Agreement or a termination of BCTM's liabilities, undertakings, and responsibilities under this Agreement.

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

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

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

City of Bloomington, Indiana

BCT Management, Inc.

By: _____
Paula McDevitt, Director

By: _____
Kevin Robling, President

By: _____
Philippa M. Guthrie, Corporation Counsel

Redevelopment Commission

Board of Park Commissioners

By: _____
Donald Griffin, President

By: _____
Les Coyne, President

Board of Public Works

By: _____
Kyla Cox Deckard, President

Exhibit A

1. BCT Management, Inc. (BCTM) shall be responsible for:

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

2. The City of Bloomington shall be responsible for:

- Repairs and maintenance of the Theater’s exterior structure, including doors, door locks, windows and window locks (where applicable)
- Repairs and maintenance of the Marquee
- Replacement of mechanical systems (electrical, plumbing, and HVAC) other than those referenced in *Exhibit A*, Section 1.
- Replacement of existing City property within BCT – floors, floor covering, fixed seats, free-standing seats, sound system, lighting system, microphones, box office equipment, soft goods, rigging, stage extension, piano, and any other items listed on the property and equipment inventory

Exhibit B

Buskirk-Chumley Theater Equipment Furnishings Inventory as of October 1, 2016

See attached Excel spreadsheets – Exhibit B BCT Equipment & Facility Item List 2016

- Section 1 - BCT Facility Items
- Section 2 - BCT Stage Equipment Items
- Section 3 - Surplus Equipment Tracking

Exhibit C

STATE OF INDIANA)
)
COUNTY OF MONROE)

AFFIDAVIT

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. BCT Management, Inc., employer of the undersigned, has contracted with the City of Bloomington to provide services;
3. BCT Management, Inc., employer of the undersigned, is enrolled in and participates in the State of Indiana E-Verify program.
4. The undersigned is authorized by his/her employer, BCT Management, Inc., to sign affidavits on its behalf.
5. The undersigned states that, to the best of his/her knowledge and belief, BCT Management, Inc. does not knowingly employ an “unauthorized alien,” as defined at 8 U.S.C. § 1324a. (h)(3), and, BCT Management, Inc. is enrolled and participating in E-verify to check the eligibility status of all its newly hired employees, and requires the same from its sub-contractors who work under this Agreement.

Signature

Date

Printed name

STATE OF INDIANA)
)
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this ____ day of _____, 2017.

My Commission Expires: _____

County of Residence: _____

Signature of Notary Public

Printed Name of Notary Public

Exhibit D

BCTM Firearms Policy

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



Board of Public Works Staff Report

Project/Event:

Request from Indiana University to temporarily close the sidewalk on the west side of Fee Lane north of 17th St

Staff Representative: Sara Gomez

Petitioner/Representative: Indiana University/ Mark Ramsey

Date: December 12, 2017

Report: Indiana University is requesting permission to temporarily close the western sidewalk on Fee Lane north of 17th Street. The closure is being requested to retroactively cover from the date the project began, October 1st, 2017 and continue through October 1st, 2018. The closure is being requested so that the university may construct new sidewalks as part of their Wilkinson Hall Project at 1151 E 17th Street.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Indiana University for the temporary sidewalk closure at the 17th and Fee lane location.

Recommend ☒ **Approval** ☐ **Denial** by Sara Gomez



INDIANA UNIVERSITY

UNIVERSITY ARCHITECT'S OFFICE

December 7, 2017

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

Re: N. Fee Ln Temporary Sidewalk Closure

Dear Board Members:

Indiana University ("IU") is constructing a new building on campus just east of Cook Hall. The project is known as Wilkinson Hall and will host Volleyball and Wrestling events for the university. This work will necessitate modification to the IU parking lot at the northwest corner of Fee Ln and 17th Street including sidewalk modifications along the west side of Fee Ln. The university's contractor has indicated that they provided required permit applications and plans, identifying the work. I understand these plans include the Maintenance of Traffic Plan. I write the Board now to request the temporary closure of the impacted sidewalk retroactively from October 1, 2017 through October 1, 2018. This will accommodate the construction of the new facility and improved pedestrian circulation infrastructure.

Respectfully,

Mark A. Ramsey, RLA

Director of Landscape Architecture

Indiana University Architect's Office

Project Site Fence

Sidewalk Closed:
Cross Here, w/ Arrow

ALLWRESTLING VENUE

OUTDOOR POOL
BUILDING
FFE=808.62

N. FELANE

APPROX R/W PER INDOT
PROJECT NO. HES-995

Sidewalk Closed:
Cross Here, w/ Arrow

Area of disruption

APPROX R/W PER INDOT
PROJECT NO. HES-995(032) CONST



Board of Public Works Staff Report

Project/Event: Request from HM MAC to temporarily close a traffic lane, bicycle lane and sidewalk at 815 N College Ave to extend the water main for the Notting Hill Residence development

Staff Representative: Sara Gomez

Petitioner/Representative: HM MAC/ Richard Richter

Date: November 28th, 2017

Report: On November 28th, 2017, the Board of Public Works approved a temporary closure of the west lane of N College Ave including the bicycle lane and the sidewalk between 11th St and 14th. The closure was requested by HM MAC to facilitate the water main extension as part of the Notting Hill Residences development. The project was scheduled to begin December 4th, 2017 and be completed by December 22nd. Due to not yet receiving IDEM approval, HM MAC is now asking for an extension to the original request. The revised request will start the closure on or after December 4th, 2017 and work completion on or before January 1st, 2018.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to HM MAC for the temporary closure of the west lane of N College Ave including the bicycle lane and the sidewalk between 11th St and 14th

Recommend ☒ **Approval** ☐ **Denial by** Sara Gomez



Board of Public Works Staff Report

Project/Event: Dedication of Right-of-Way as part of the Final Plat Amendment of the Century Village Plat.

Petitioner: Bill C. Brown

Consultant: Smith Brehob and Associates, Inc. - Steve Brehob

Staff Representative: Dan Backler, Public Improvements Manager

Date: 12/5/2017

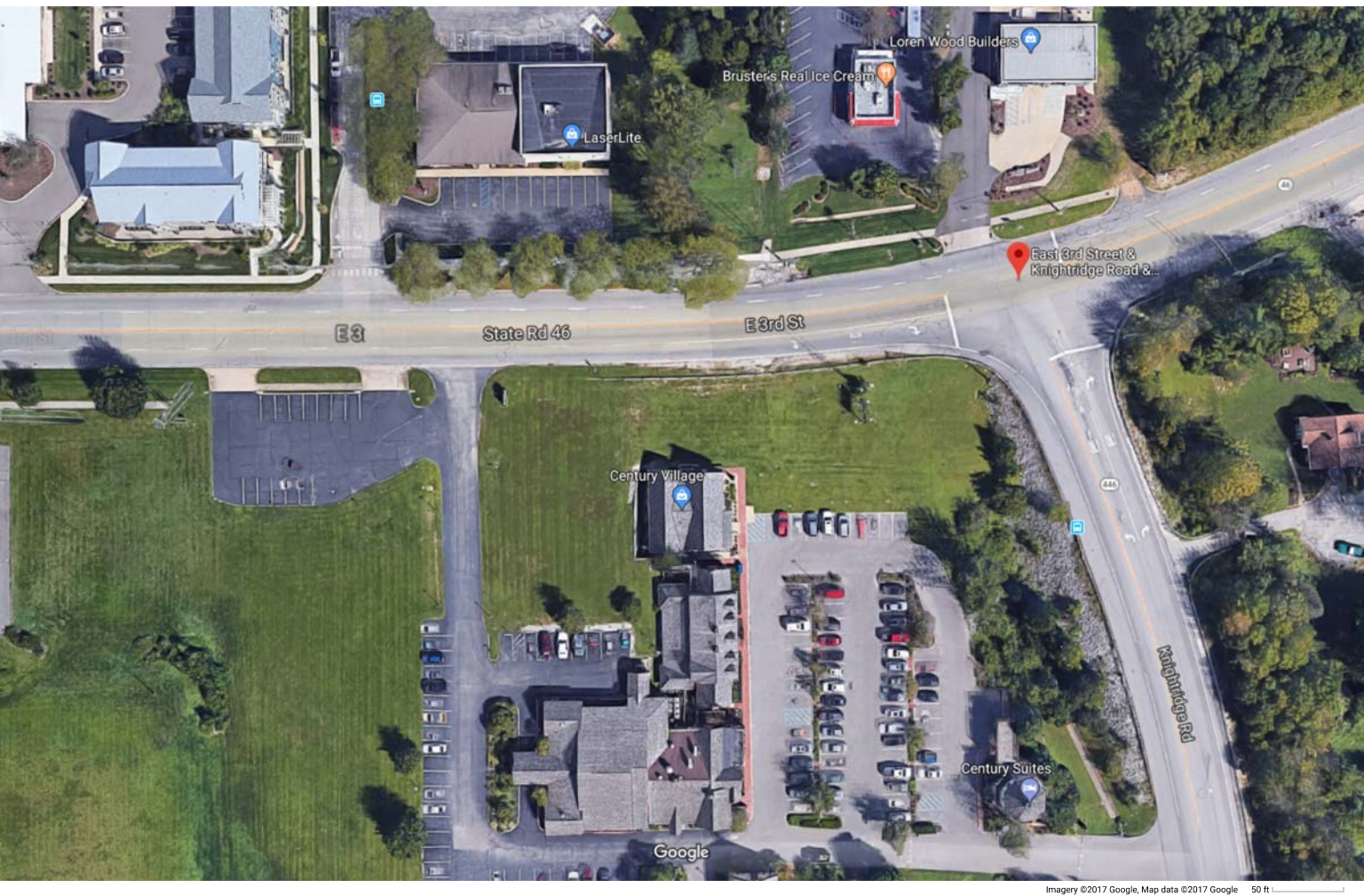
Report: The petitioner proposes to amend the existing plat. The WBWB radio station (Lot 1) and the Bill B Brown Insurance Office (Lot 2) were developed as individual plats. The remaining portion of the PUD was unplatted. The existing lot lines currently transect buildings, deck and utility encroachments. This would adjust existing lot lines between the Bill C Brown office building (on the modified lot 2) and The Wheel Restaurant (on the proposed lot 3) as well as platting additional portions of the PUD. Lot 1 will remain unchanged, and is not included on this plat. In order to accommodate the reduced setbacks between buildings, the petitioner is requesting a zero lot line development.

As part of the replat, right-of-way will be dedicated to the public along East 3rd Street.

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

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

Google Maps IN-446

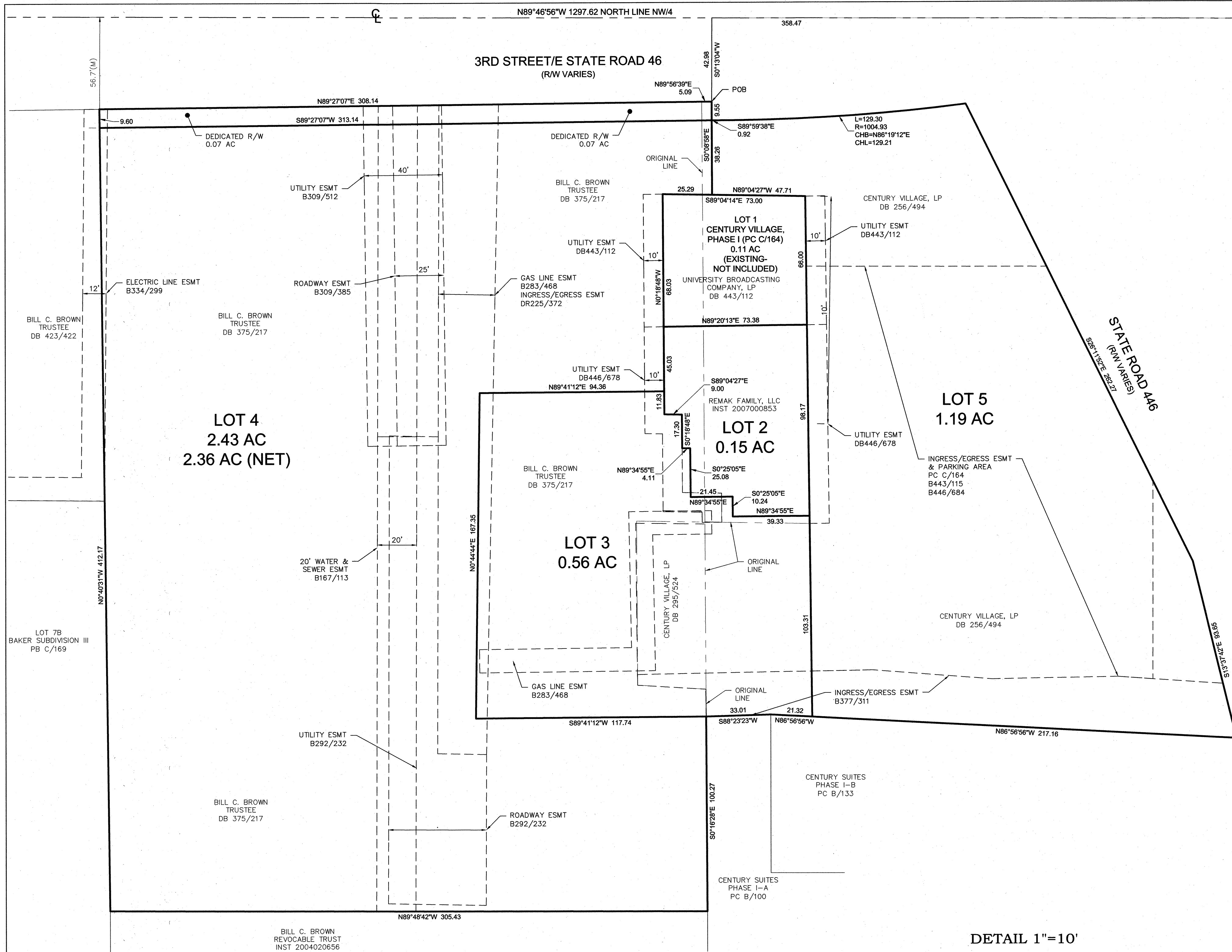


Imagery ©2017 Google, Map data ©2017 Google 50 ft



IN-446
State Rd 46
Bloomington, IN 47401





CENTURY VILLAGE PHASE II AND AMENDMENT TO CENTURY VILLAGE LOT 2, PHASE I FINAL PLAT

LEGAL DESCRIPTION

A PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 8 NORTH, RANGE 1 WEST, MONROE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 89 DEGREES 46 MINUTES 56 SECONDS WEST (ASSUMED) ALONG THE NORTH LINE THEREOF 358.47 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 04 SECONDS WEST 42.98 TO THE SOUTH RIGHT OF WAY LINE OF THIRD STREET/STATE ROAD 46 AND TO THE POINT OF BEGINNING, THE NEXT 5 COURSES ARE ALONG SAID RIGHT OF WAY LINE AND THE WEST RIGHT OF WAY LINE OF STATE ROAD 46 (BOOK 201, PAGE 238); (1) THENCE SOUTH 00 DEGREES 08 MINUTES 58 SECONDS EAST 9.55 FEET; (2) THENCE SOUTH 89 DEGREES 59 MINUTES 38 SECONDS EAST 0.92 FEET; (3) THENCE NORTHEASTERLY 129.30 FEET ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1004.93 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 19 DEGREES 19 MINUTES 12 SECONDS EAST 129.21 FEET; (4) THENCE SOUTH 26 DEGREES 11 MINUTES 52 SECONDS EAST 262.27 FEET; (5) THENCE SOUTH 13 DEGREES 37 MINUTES 42 SECONDS EAST 93.65 FEET TO THE NORTHEAST CORNER OF CENTURY SUITES PHASE I-B PLAT (PLAT CABINET B, ENVELOPE 113); THENCE NORTH 86 DEGREES 56 MINUTES 56 SECONDS WEST ALONG THE NORTH LINE THEREOF 238.49 FEET TO THE NORTHEAST CORNER OF CENTURY SUITES PHASE I-A PLAT (PLAT CABINET B, ENVELOPE 100); THE NEXT 2 COURSES ARE ALONG SAID PLAT; (1) THENCE SOUTH 88 DEGREES 23 MINUTES 23 SECONDS WEST 33.01 FEET; (2) THENCE SOUTH 00 DEGREES 16 MINUTES 28 SECONDS EAST 100.27 FEET THE NORTH OF INSTRUMENT 2004020686; THENCE NORTH 89 DEGREES 48 MINUTES 42 SECONDS WEST ALONG SAID NORTH LINE 305.43 FEET TO THE EAST LINE OF BAKER SUBDIVISION III PLAT (PLAT BOOK C, ENVELOPE 169); THENCE NORTH 00 DEGREES 40 MINUTES 31 SECONDS WEST ALONG SAID EAST LINE AND THE EXTENSION THEREOF 412.17 FEET TO THE AFORESAID SOUTH RIGHT OF WAY LINE OF THIRD STREET/STATE ROAD 46; THENCE 89 DEGREES 27 MINUTES 07 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 308.14 FEET TO THE POINT OF BEGINNING, CONTAINING 4.44 ACRES, MORE OR LESS.

EXCEPTING THEREFROM: LOT 1 IN CENTURY VILLAGE, PHASE I AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT CABINET C, ENVELOPE 164, IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

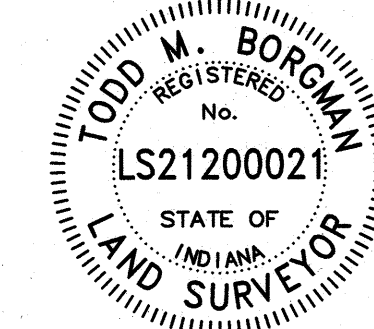
AFTER SAID EXCEPTION, CONTAINING 4.33 ACRES, MORE OR LESS.

THIS SURVEY WAS PERFORMED UNDER THE DIRECTION OF THE UNDERSIGNED, AND TO THE BEST OF THIS SURVEYOR'S KNOWLEDGE AND BELIEF WAS EXECUTED ACCORDING TO SURVEY REQUIREMENTS IN 865 IAC 1.12 FOR THE STATE OF INDIANA.

DATED THIS 8TH DAY OF NOVEMBER, 2017.

TMB

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



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

GENERAL NOTES

- ALL CORNERS MARKED WITH 5/8" X 2" REBAR WITH YELLOW SBA CAP OR MAGNALS.
- THE PURPOSE OF THIS PLAT AMENDMENT IS TO ADJUST INTERIOR LOT LINES.
- CROSS REFERENCE IS MADE TO CENTURY VILLAGE, PHASE I (PB C/164) CENTURY VILLAGE, PHASE II (PC D/107) CENTURY SUITES PHASE I-A (PC B/100) CENTURY SUITES PHASE I-B (PC B/113) SMITH NEUBECKER & ASSOCIATES, INC. JOB 3773

OWNER CERTIFICATION

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF CENTURY VILLAGE, PHASE I (PC C/164) IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

THE UNDERSIGNED, CENTURY VILLAGE LIMITED PARTNERSHIP BY BILL C. BROWN, GENERAL PARTNER, BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT, THIS WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS CENTURY VILLAGE PHASE II AND AMENDMENT TO CENTURY VILLAGE LOT 2, PHASE I.

ALL ADDITIONAL ROAD RIGHT-OF-WAYS SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

IN WITNESS WHEREOF, BILL C. BROWN, HAS HEREUNTO

EXECUTED THIS 22ND DAY OF NOVEMBER, 2017.

Bill C. Brown

BILL C. BROWN, GENERAL PARTNER
CENTURY VILLAGE, LP

NOTARY CERTIFICATION

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED BILL C. BROWN, GENERAL PARTNER, CENTURY VILLAGE LIMITED PARTNERSHIP, BEING OWNER OF THE DESCRIBED REAL ESTATE AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS CENTURY VILLAGE PHASE II AND AMENDMENT TO CENTURY VILLAGE LOT 2, PHASE I AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

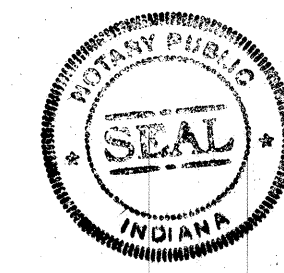
WITNESS MY HAND AND NOTARIAL SEAL THIS 22ND DAY OF November, 2017.

Larry J. Beckman

LARRY J. BECKMAN, NOTARY PUBLIC

COUNTY OF RESIDENCE: Monroe

MY COMMISSION EXPIRES: August 2, 2024



SETBACKS
FRONT YARD - FT
SIDE YARD - FT
REAR YARD - FT

BASIS OF BEARINGS:
ASSUMED

OWNER CERTIFICATION

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF CENTURY VILLAGE, PHASE I (PC C/164) IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

THE UNDERSIGNED, BILL C. BROWN, TRUSTEE, U/A DATED FEBRUARY 28, 1989, BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT, THIS WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS CENTURY VILLAGE PHASE II AND AMENDMENT TO CENTURY VILLAGE LOT 2, PHASE I.

ALL ADDITIONAL ROAD RIGHT-OF-WAYS SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

IN WITNESS WHEREOF, BILL C. BROWN, HAS HEREUNTO

EXECUTED THIS 22ND DAY OF November, 2017.

Bill C. Brown

BILL C. BROWN, TRUSTEE
U/A DATED FEBRUARY 28, 1989

NOTARY CERTIFICATION

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED BILL C. BROWN, BEING OWNER OF THE DESCRIBED REAL ESTATE AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS CENTURY VILLAGE PHASE II AND AMENDMENT TO CENTURY VILLAGE LOT 2, PHASE I AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 22ND DAY OF November, 2017.

Larry J. Beckman

LARRY J. BECKMAN, NOTARY PUBLIC

COUNTY OF RESIDENCE: Monroe

MY COMMISSION EXPIRES: August 2, 2024

OWNER CERTIFICATION

THE REAL ESTATE DESCRIBED ON THIS PLAT SHALL BE AND IS HEREBY SUBJECT TO THE TERMS AND CONDITIONS OF CENTURY VILLAGE, PHASE I (PC C/164) IN THE OFFICE OF THE RECORDER OF MONROE COUNTY, INDIANA.

THE UNDERSIGNED, REMAK FAMILY, LLC BY *Ren Renak* BEING THE OWNER OF THE ABOVE DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THIS PLAT, THIS WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS CENTURY VILLAGE PHASE II AND AMENDMENT TO CENTURY VILLAGE LOT 2, PHASE I.

ALL ADDITIONAL ROAD RIGHT-OF-WAYS SHOWN AND NOT PREVIOUSLY DEDICATED ARE HEREBY DEDICATED TO PUBLIC USE.

IN WITNESS WHEREOF, *Ren Renak* HAS HEREUNTO

EXECUTED THIS 9th DAY OF November, 2017.

Ren Renak

REMAK FAMILY, LLC

NOTARY CERTIFICATION

BEFORE ME, A NOTARY PUBLIC IN AND FOR THE STATE OF INDIANA AND MONROE COUNTY, PERSONALLY APPEARED *Ren Renak* REMAK FAMILY, LLC, BEING OWNER OF THE DESCRIBED REAL ESTATE AND WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING PLAT FOR THE REAL ESTATE KNOWN AS CENTURY VILLAGE PHASE II AND AMENDMENT TO CENTURY VILLAGE LOT 2, PHASE I AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY HAND AND NOTARIAL SEAL THIS 9th DAY OF November, 2017.

Larry J. Beckman

LARRY J. BECKMAN, NOTARY PUBLIC

COUNTY OF RESIDENCE: Monroe

MY COMMISSION EXPIRES: August 2, 2024

PLAN COMMISSION AND BOARD OF PUBLIC WORKS
UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADAPTED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF BLOOMINGTON:

APPROVED BY THE BOARD OF PUBLIC WORKS AT A MEETING HELD:

KYLA COX DECKARD, PRESIDENT

KELLY M. BOATMAN, VICE-PRESIDENT

DANA PALAZZO, SECRETARY

APPROVED BY THE CITY PLAN COMMISSION AT A MEETING HELD:

TERRI PORTER, DIRECTOR OF PLANNING AND TRANSPORTATION

JOE HOFFMAN, PRESIDENT OF PLAN COMMISSION

OWNERS OF RECORD

CENTURY VILLAGE, LP

DB 256/494

DB 294/524

BILL C. BROWN, TRUSTEE

U/A DATED FEBRUARY 28, 1989

DB 375/217

REMAK FAMILY, LLC

INST2007000853

Smith Brehob & Associates, Inc.

453 S. Clitz Boulevard

Bloomington, Indiana 47401

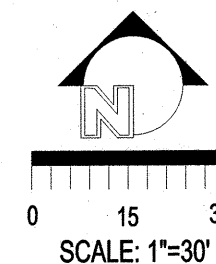
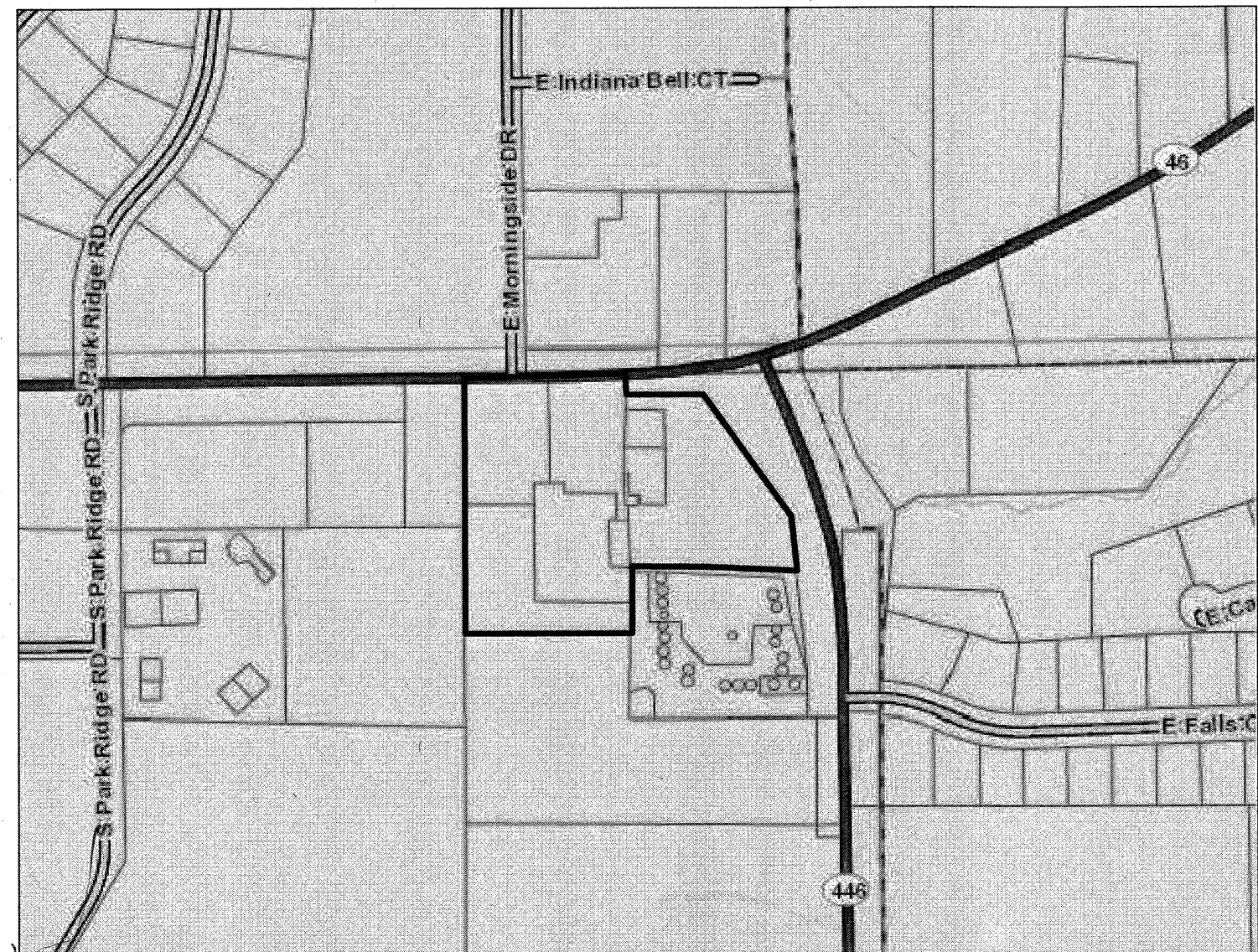
Telephone: (812) 336-6536

Fax: (812) 336-4513

Web: <http://smithbrehob.com>

Job: 3773

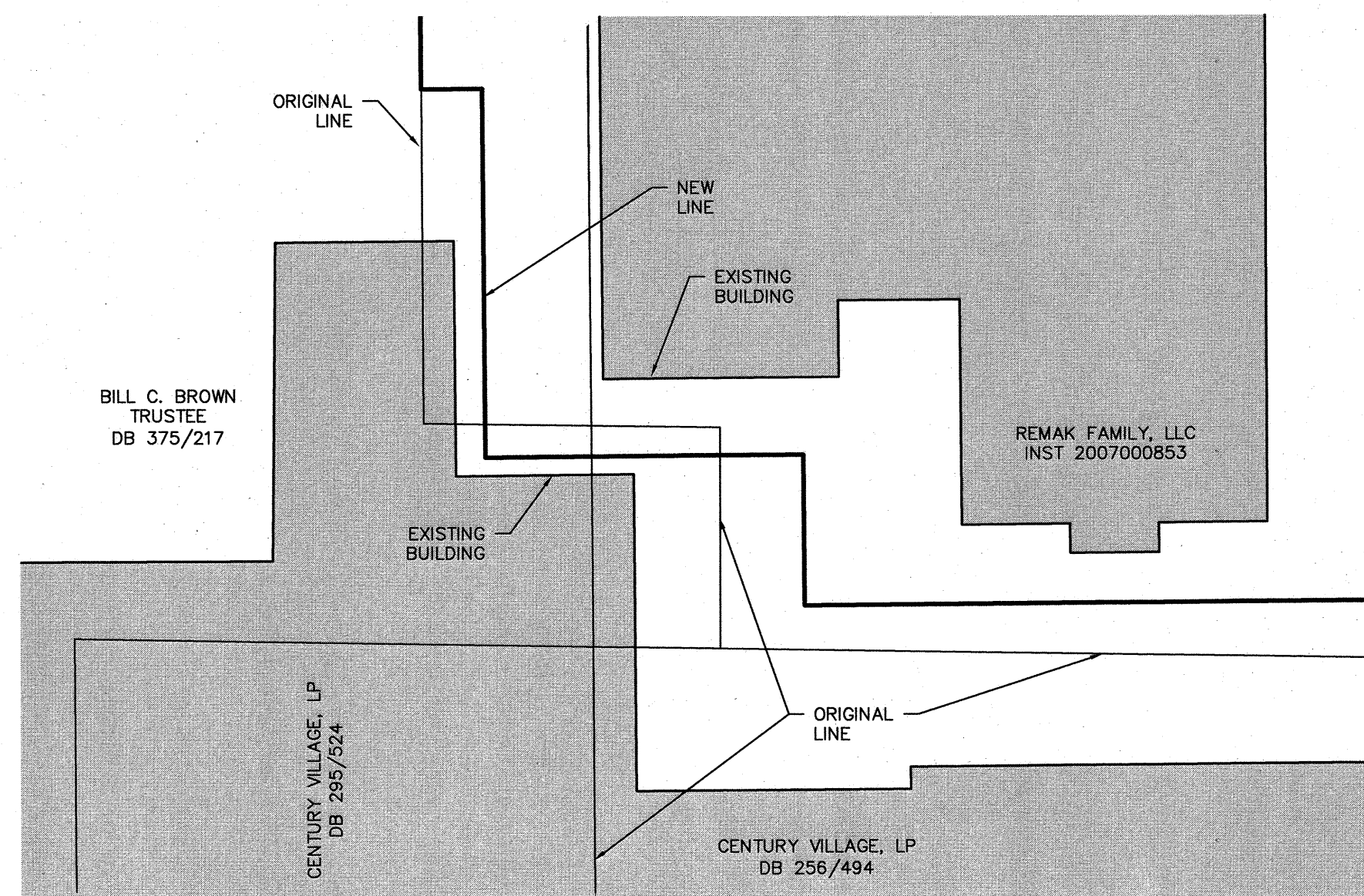
Date: 11/8/17

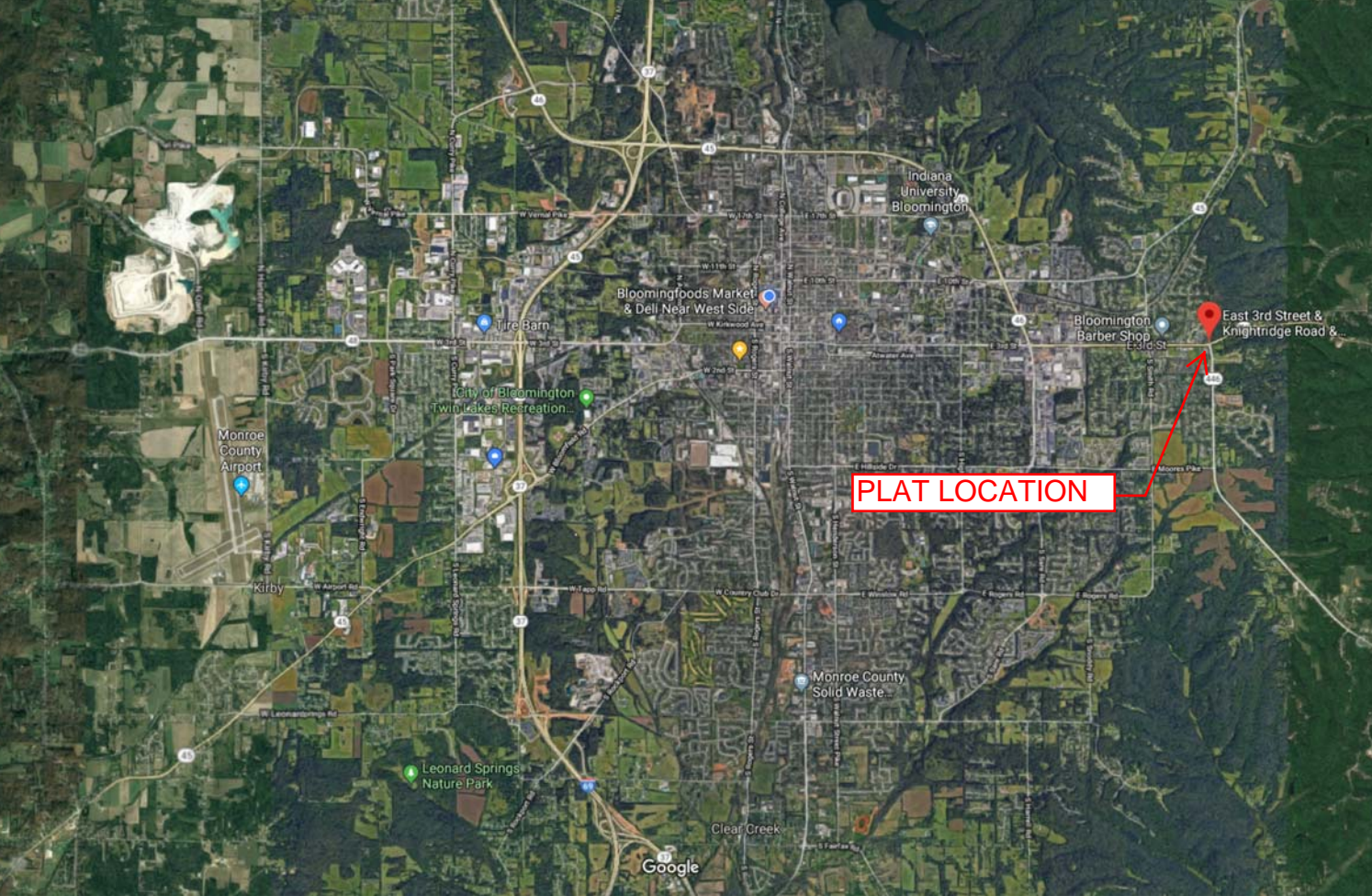


LEGEND

- | | | |
|-----------|--------|-----------------------|
| RR SPIKE | M | MEASURED |
| STONE | P | PLATTED |
| | R | RECORD |
| REBAR | FRB | FOUND REBAR |
| | SRB | SET REBAR |
| | FRP | FOUND IRON PIPE |
| IRON PIPE | FRS | FOUND RAILROAD SPIKE |
| | FRMG | FOUND MAG NAIL |
| MAG NAIL | SMAG | SET MAG NAIL |
| | BC | BUILDING CORNER |
| | PND | FOUND |
| | P.D.O. | POSSIBLE DEED OVERLAP |
| | P.D.G. | POSSIBLE DEED GAP |
| | B.G. | BELOW GRADE |
| | A.G. | ABOVE GRADE |

DETAIL 1"=10'





PLAT LOCATION

East 3rd Street &
Knightridge Road &



Board of Public Works Staff Report

Project/Event: Dedication of public right of way at southeast corner of 11th Street and Fountain Drive

Staff Representative: Dan Backler

Date: December 12, 2017

Report: This property is at the southeast corner of 11th Street and Fountain Drive. The portion of dedicated property along Fountain Drive measures 40' wide and follows the centerline of Fountain Drive for 246.28'. The portion of dedicated property along 11th Street measures 32.5' wide and follows the centerline of the street for 266.31'. The property is being rezoned. It is a requirement for the rezone that the property owner dedicate the required right-of-way to the city so as to comply with the city's thoroughfare plan.

Recommendation and Supporting Justification:

Recommend ☒ Approval ☐ Denial by: Dan Backler

Grantee's Address:
City of Bloomington Board of Public Works
PO Box 100
Bloomington, IN 47402

PUBLIC RIGHT OF WAY DEDICATION

THIS INDENTURE WITNESSETH, that Shelby Bloomington, LLC, an Indiana limited liability company (Grantor), being the fee simple owner of all the real estate described herein, CONVEYS, WARRANTS AND DEDICATES to the City of Bloomington Board of Public Works ("Grantee"), of Monroe County, in the State of Indiana, the following described real estate in Monroe County, in the State of Indiana, to-wit:

Fountain Drive Right-of-Way Dedication

A part of the Northwest Quarter of Section 32, Township 9 North, Range 1 West, described as follows:

Commencing at the Northwest corner of said Section 32; thence South 01 degree 10 minutes 54 seconds East (Indiana State Plane, West Zone) 2500.11 feet; thence North 88 degrees 49 minutes 06 seconds East 637.81 feet to a point in the centerline of Fountain Drive and to the Southeast corner of Instrument 2008020612 and to the Point of Beginning, the next (4) courses are along the perimeter of said Instrument and the centerlines of Fountain Drive and 11th street; (1) thence Northwesterly 189.65 feet along an arc to the right having a radius of 564.30 feet and being subtended by a chord bearing North 44 degrees 21 minutes 55 seconds West 188.76 feet; (2) thence North 35 degrees 20 minutes 15 seconds West 91.63 feet; (3) thence North 32 degrees 40 minutes 07 seconds West 154.65 feet to the centerline of 11th street; (4) thence North 89 degrees 28 minutes 41 seconds East 47.24 feet; thence South 32 degrees 40 minutes 07 seconds East 128.58 feet; thence South 35 degrees 20 minutes 15 seconds East 90.91 feet; thence Southeasterly 146.30 feet along an arc to the left having a radius of 524.30 feet and being subtended by a chord bearing South 42 degrees 42 minutes 32 seconds East 145.83 feet to the East line of the said Instrument; thence South 00 degrees 21 degrees 41 seconds East along said East line 50.75 feet to the Point of Beginning, containing 0.37 acres more or less.

11th Street Right-of-Way Dedication

A part of the Northwest Quarter of Section 32, Township 9 North, Range 1 West, described as follows:

Commencing at the Northwest corner of said Section 32; thence South 01 degree 10 minutes 54 seconds East (Indiana State Plane, West Zone) 2500.11 feet; thence North 88 degrees 49 minutes 06 seconds East 637.81 feet to a point in the centerline of Fountain Drive and to the Southeast corner of Instrument 2008020612 and to the Point of Beginning, the next (5)

courses are along the perimeter of said instrument and the centerlines of Fountain Drive and 11th street; (1) thence Northwesterly 189.65 feet along an arc to the right having a radius of 564.30 feet and being subtended by a chord bearing North 44 degrees 21 minutes 55 seconds West 188.76 feet; (2) thence North 35 degrees 20 minutes 15 seconds West 91.63 feet; (3) thence North 32 degrees 40 minutes 07 seconds West 154.65 feet to the centerline of 11th street; (4) thence North 89 degrees 28 minutes 41 seconds East 47.24 feet to the Point of Beginning; (5) thence continuing North 89 degrees 28 minutes 41 seconds East 219.07 feet to the East line of the said Instrument; thence South 00 degrees 21 minutes 41 seconds East along said East line 32.50 feet; thence North 89 degrees 28 minutes 41 seconds East 198.56 feet; thence North 32 degrees 40 minutes 07 seconds West 38.39 feet to the Point of Beginning, containing 0.16 acres more or less.

The above-described Real Estate is depicted on Exhibit A, attached, and is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

This dedication is made subject to all existing easements and rights of way.

The undersigned person executing this deed on behalf of Shelby Bloomington, LLC, represents and warrants that he is the Member of Grantor; that Grantor is an Indiana limited liability company validly existing and in good standing; that the Grantor has full capacity to convey the real estate conveyed herein; that he has full authority to execute and deliver this instrument on its behalf and that said authority has not been revoked; that he is fully authorized and empowered to convey the real estate of the Grantor, and that on the date of execution of said conveyance instruments, he had full authority to so act; and that all necessary company action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has executed this Public Right of Way Dedication this 30th day of November, 2017.

SHELBY BLOOMINGTON, LLC

By: Gregory A. Andersen
Gregory A. Andersen, Member

ACCEPTANCE OF DEDICATION

The City of Bloomington Board of Public Works accepts the above and foregoing Public Right of Way Dedication by Shelby Bloomington, LLC, this ____ day of _____, 20__.

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

By: _____
Kyla Cox Deckard, President

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)



Before me, a Notary Public in and for said county and state, this 30th day of November, 2017, at which time Gregory A. Andersen, as Member of Shelby Bloomington, LLC, personally appeared and acknowledged the execution of the above and foregoing PUBLIC RIGHT OF WAY DEDICATION to be a voluntary act and deed.

Commission Expires: 8/2/2024 Larry J. Beckman
Larry J. Beckman, Notary Public
A resident of Monroe County, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

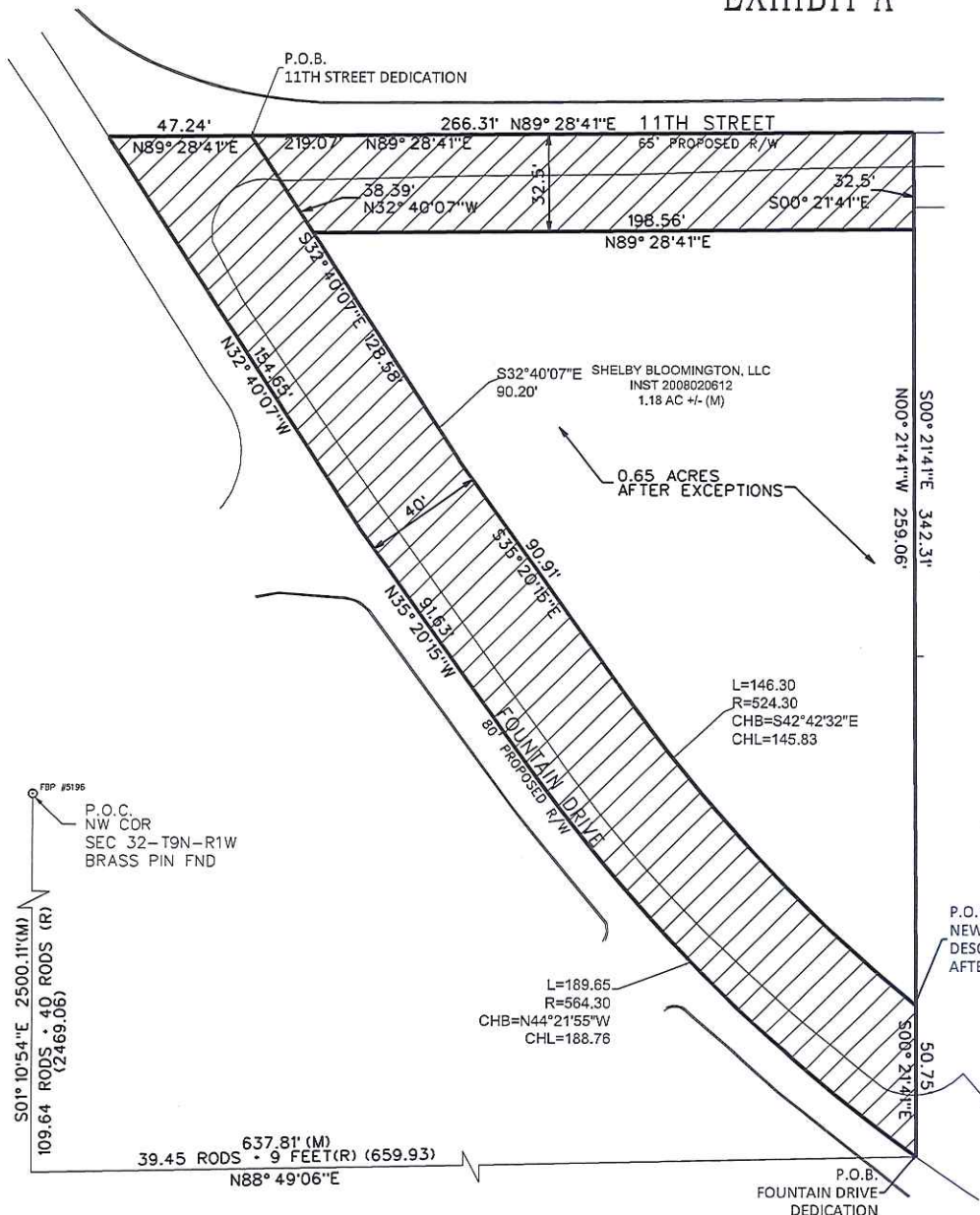
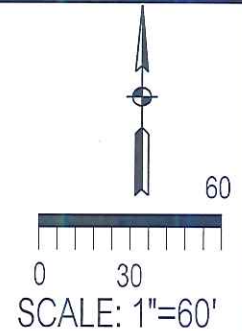
Before me, a Notary Public in and for said county and state, this _____ day of _____, 20____, at which time Kyla Cox Deckard, Kelly M. Boatman, and Dana Palazzo, as Officers of the City of Bloomington Board of Public Works personally appeared and acknowledged the execution of the above and foregoing PUBLIC RIGHT OF WAY DEDICATION to be a voluntary act and deed.

Commission Expires: _____
_____, Notary Public
A resident of Monroe County, IN

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Michael L. Carmin.

This Instrument Prepared By: Michael L. Carmin, Attorney at Law

11TH AND FOUNTAIN RIGHT-OF-WAY DEDICATION EXHIBIT A



Fountain Drive Right-of-Way Dedication

Legal Description

A part of the Northwest Quarter of Section 32, Township 9 North, Range 1 West, described as follows: Commencing at the Northwest corner of said Section 32; thence South 01 degree 10 minutes 54 seconds East (Indiana State Plane, West Zone) 2500.11 feet; thence North 88 degrees 49 minutes 06 seconds East 637.81 feet to a point in the centerline of Fountain Drive and to the Southeast corner of Instrument 2008020612 and to the Point of Beginning, the next (4) courses are along the perimeter of said Instrument and the centerlines of Fountain Drive and 11' street; (1) thence Northwesterly 189.65 feet along an arc to the right having a radius of 564.30 feet and being subtended by a chord bearing North 44 degrees 21 minutes 55 seconds West 188.76 feet; (2) thence North 35 degrees 20 minutes 15 seconds West 91.63 feet; (3) thence North 32 degrees 40 minutes 07 seconds West 154.65 feet to the centerline of 11th street; (4) thence North 89 degrees 28 minutes 41 seconds East 47.24 feet; thence South 32 degrees 40 minutes 07 seconds East 128.58 feet; thence South 35 degrees 20 minutes 15 seconds East 90.91 feet; thence Southeasterly 146.30 feet along an arc to the left having a radius of 524.30 feet and being subtended by a chord bearing South 42 degrees 42 minutes 32 seconds East 145.83 feet to the East line of the said Instrument; thence South 00 degrees 21 minutes 41 seconds East along said East line 50.75 feet to the Point of Beginning, containing 0.37 acres more or less.

11' Street Right-of-Way Dedication

Legal Description

A part of the Northwest Quarter of Section 32, Township 9 North, Range 1 West, described as follows: Commencing at the Northwest corner of said Section 32; thence South 01 degree 10 minutes 54 seconds East (Indiana State Plane, West Zone) 2500.11 feet; thence North 88 degrees 49 minutes 06 seconds East 637.81 feet to a point in the centerline of Fountain Drive and to the Southeast corner of Instrument 2008020612 and to the Point of Beginning, the next (5) courses are along the perimeter of said instrument and the centerlines of Fountain Drive and 11' street; (1) thence Northwesterly 189.65 feet along an arc to the right having a radius of 564.30 feet and being subtended by a chord bearing North 44 degrees 21 minutes 55 seconds West 188.76 feet; (2) thence North 35 degrees 20 minutes 15 seconds West 91.63 feet; (3) thence North 32 degrees 40 minutes 07 seconds West 154.65 feet to the centerline of 11th street; (4) thence North 89 degrees 28 minutes 41 seconds East 47.24 feet to the Point of Beginning; (5) thence continuing North 89 degrees 28 minutes 41 seconds East 219.07 feet to the East line of the said Instrument; thence South 00 degrees 21 minutes 41 seconds East along said East line 32.50 feet; thence North 89 degrees 28 minutes 41 seconds East 198.56 feet; thence North 32 degrees 40 minutes 07 seconds West 38.39 feet to the Point of Beginning, containing 0.16 acres more or less.



AREA OF RIGHT-OF-WAY DEDICATION

Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>

THIS SURVEY IS NOT A BOUNDARY OR RETACEMENT SURVEY AND WAS PREPARED IN OFFICE.

SBA PROJECT 5455 PREPARED 10-19-17 BY KES



DEDICATED ROW

Bloomington Twp
Fire Department

BENDER LUMBER
Home Office

Kicks Unlimited Dance

Harrell-Fish Inc

Fountain Drive &
West 11th Street

Fleetwood's Towing

J B's Salvage

12 24 Club

C&S

**PROPERTY
LOCATION**

Fountain Drive &
West 11th Street

Bloomingfoods Market
& Deli Near West Side

Tire Barn

West Bloomington
Lakes Recreation

Indiana
University
Bloomington

College Mall

The Office
Exotic & Liquor S

Monte
County
Airport

Kirby

Monroe County
Solid Waste

Google

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: 2018 AGREEMENTS
DATE: 12/15/2017
CC: PHILIPPA GUTHRIE

Board of Public Works Members,

I have several annual agreements for your consideration covering use of our fiber infrastructure, funding for Community Access Television Services CATS, and agreements with PEG content providers.

2018 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

2018 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2018 has been budgeted at \$438,022, a 1% increase from 2017. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. This is the only agreement in this package drawing from City funds. We will make four quarterly payments to CATS totaling \$438,022 in 2018, all drawn from the Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

2018 PEG Content Provider Agreements (CATS)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,

Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE MONROE COUNTY COMMUNITY SCHOOL CORPORATION
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Community School Corporation ("MCCSC") is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCCSC upon certain terms and conditions;

NOW, THEREFORE, the City and MCCSC agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2019.

Section 2: Permission. This Agreement grants MCCSC permission to use eighteen (18) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. MCCSC shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCCSC shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. MCCSC shall be responsible for lighting the fibers.

Section 5. Connection: MCCSC shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCCSC. Upon completion of its connection to the BDU, MCCSC shall provide the City with "as built" drawings in both print and digital form of MCCSC's connections and laterals. MCCSC shall be responsible for any repairs to the connections and laterals which must be performed during the

term of this Agreement. MCCSC shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. MCCSC shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCCSC shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement (“ERA”) on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCCSC shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. MCCSC will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. MCCSC agrees to permit the City to install BDU conduit within any new MCCSC lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future MCCSC obtains the City’s permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCCSC discontinue use of the fibers referenced herein and those fibers shall be returned to the City’s management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 60 days written notice to MCCSC.

Section 12. Waiver of Claims. The City and its agents shall have no liability to MCCSC for any damage to the property of MCCSC located in or about the BDU core network. MCCSC hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to MCCSC shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. MCCSC shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCCSC's execution and undertaking of this Agreement. MCCSC shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCCSC.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If MCCSC shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY
Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

MCCSC

Monroe County Community School Corp.
315 E North Drive
Bloomington, IN 47401
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**City of Bloomington
Board of Public Works**
By:

Kyla Cox Deckard, President

Date

John Hamilton, Mayor

Date

**Monroe County Community School
Corporation Board of Trustees**
By:

Martha Street, President

Date

CITY OF BLOOMINGTON
Controller

Reviewed by:

[Signature]
DATE: 12/6/17
FUND/ACCT: 01A

CITY OF BLOOMINGTON
Legal Department
Reviewed By:

[Signature]
DATE: 12/5/17

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: 2018 AGREEMENTS
DATE: 12/15/2017
CC: PHILIPPA GUTHRIE

Board of Public Works Members,

I have several annual agreements for your consideration covering use of our fiber infrastructure, funding for Community Access Television Services CATS, and agreements with PEG content providers.

2018 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

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2018 PEG Content Provider Agreements (CATS)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,

Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND THE MONROE COUNTY PUBLIC LIBRARY
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, the Monroe County Public Library ("MCPL") is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to MCPL upon certain terms and conditions;

NOW, THEREFORE, the City and MCPL agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2019.

Section 2: Permission. This Agreement grants MCPL permission to use four (4) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. MCPL shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, MCPL shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. MCPL shall be responsible for lighting the fibers. The City shall be responsible for patching over to MCPL's ISP(s) within the Telecom Hotel.

Section 5. Connection: MCPL shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by MCPL. Upon completion of its connection to the BDU, MCPL shall provide the City with "as built" drawings in both print and digital form of MCPL's connections and laterals. MCPL shall be responsible

for any repairs to the connections and laterals which must be performed during the term of this Agreement. MCPL shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. MCPL shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. MCPL shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. MCPL shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. MCPL will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. MCPL agrees to permit the City to install BDU conduit within any new MCPL lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future MCPL obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that MCPL discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City reserves the right to terminate its obligations under this Agreement without notice or liability to MCPL in the event that the Telecom Hotel shall cease service or change owners, or in the event of any damage, destruction or condemnation of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon thirty (30) days written notice to MCPL.

Section 12. Waiver of Claims. The City and its agents shall have no liability to MCPL for any damage to the property of MCPL located in or about the BDU core network. MCPL hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or

written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to MCPL shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. MCPL shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to MCPL's execution and undertaking of this Agreement. MCPL shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and MCPL.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If MCPL shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

MCPL

Monroe County Public Library
303 E. Kirkwood Ave.
Bloomington, IN 47408
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

City of Bloomington
Board of Public Works
By:

Monroe County Public Library
Board of Trustees
By:

Kyla Cox Deckard, President

President, MCPL Board of Trustees

Date

Date

John Hamilton, Mayor

Marilyn Wood, MCPL Director

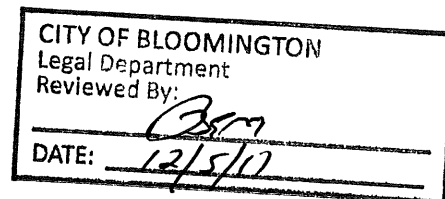
Date

Date

CITY OF BLOOMINGTON
Controller

Reviewed by:

[Signature]
DATE: 12/5/17
FUND/ACCT: N/A



MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: 2018 AGREEMENTS
DATE: 12/15/2017
CC: PHILIPPA GUTHRIE

Board of Public Works Members,

I have several annual agreements for your consideration covering use of our fiber infrastructure, funding for Community Access Television Services CATS, and agreements with PEG content providers.

2018 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

2018 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2018 has been budgeted at \$438,022, a 1% increase from 2017. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. This is the only agreement in this package drawing from City funds. We will make four quarterly payments to CATS totaling \$438,022 in 2018, all drawn from the Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

2018 PEG Content Provider Agreements (CATS)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,

Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND MONROE COUNTY
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, Indiana Code § 36-1-7-2 authorizes governmental entities to enter into contracts to buy, sell, or exchanges services, supplies or equipment between or among themselves; and,

WHEREAS, Monroe County, Indiana ("County") is a governmental entity and seeks to obtain the services of the City in the form of connection to and use of six strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to County upon certain terms and conditions;

NOW, THEREFORE, the City and County agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2019.

Section 2: Permission. This Agreement grants County permission to use six (6) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. County shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations, County shall have the right to terminate its obligations under this Agreement. Any payment obligation which may be imposed shall be due and payable in advance on an annual basis.

Section 4: Use. County shall be responsible for lighting the fibers. The City shall be responsible for patching over to County's ISP(s) within the Telecom Hotel.

Section 5. Connection: County shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by County. Upon completion of its connection to the BDU, County shall provide the City with "as built" drawings in both print and digital form of County's connections and laterals. County shall be responsible

for any repairs to the connections and laterals which must be performed during the term of this Agreement. County shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. County shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. County shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. County shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. County will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. County agrees to permit the City to install BDU conduit within any new County lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future County obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that County discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it unusable or inoperable. The City also reserves the right to terminate its obligations under this Agreement at its sole discretion upon 120 days written notice to County.

Section 12. Waiver of Claims. The City and its agents shall have no liability to County for any damage to the property of County located in or about the BDU core network. County hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to County shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. County shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to County's execution and undertaking of this Agreement. County shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and County.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If County shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 12. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

County

Monroe County Government
Technical Services
Monroe County Courthouse Room 112
Bloomington, IN 47404
Attn: Director

Section 20. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

City of Bloomington
Board of Public Works
By:

Monroe County, Indiana
Board of Commissioners
By:

Kyla Cox Deckard, President

Amanda Barge, Commissioner

Date

Date

John Hamilton, Mayor

Julie Thomas, Commissioner

Date

Date

Patrick Stoffers, Commissioner

Date

CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: 12/6/17
FUND/ACCT: N/A

CITY OF BLOOMINGTON
Legal Department
Reviewed By: _____
DATE: 12/5/17

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: 2018 AGREEMENTS
DATE: 12/15/2017
CC: PHILIPPA GUTHRIE

Board of Public Works Members,

I have several annual agreements for your consideration covering use of our fiber infrastructure, funding for Community Access Television Services CATS, and agreements with PEG content providers.

2018 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

2018 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2018 has been budgeted at \$438,022, a 1% increase from 2017. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. This is the only agreement in this package drawing from City funds. We will make four quarterly payments to CATS totaling \$438,022 in 2018, all drawn from the Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

2018 PEG Content Provider Agreements (CATS)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,

Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**AGREEMENT BETWEEN THE CITY OF BLOOMINGTON
AND INDIANA UNIVERSITY HEALTH
FOR PERMISSION TO USE DIGITAL UNDERGROUND FIBER**

17-042

WHEREAS, the City of Bloomington ("City"), through its Information and Technology Services Department ("ITS"), has adopted a policy of placing fiber optic cable in buried conduit throughout the City and refers to this network as the Bloomington Digital Underground ("BDU"); and,

WHEREAS, the City wishes to provide dark fiber in the BDU network to public entities, governmental units, and not-for-profit groups serving a public, educational, or charitable interest; and,

WHEREAS, the City has heretofore permitted several governmental entities to use available dark fiber in the BDU network free of charge to facilitate their efforts to serve the citizens of Bloomington and Monroe County; and,

WHEREAS, the City wishes to provide said services, upon certain terms and conditions, to various not-for-profit entities to foster use of technology, information, and communications infrastructure and services for the maximum benefit of the community;

WHEREAS, The City has previously and successfully partnered with Bloomington Hospital (now Indiana University Health Bloomington), along with HealthLinc (previously the Bloomington E-Health Collaborative) and Smithville Digital to provide connectivity to the Volunteers in Medicine Clinic; and,

WHEREAS, Indiana University Health ("IU Health") is a not-for-profit corporation which is providing health services and engaging in health information exchange and seeks to obtain the services of the City in the form of use of two strands of fiber of the BDU; and,

WHEREAS, the City wishes to provide said services to IU Health upon certain terms and conditions;

NOW, THEREFORE, the City and IU Health agree as follows:

Section 1: Term. This Agreement shall be in full force from the date this Agreement is fully executed and shall end on December 31, 2019.

Section 2: Permission. This Agreement grants IU Health permission to use two (2) strands of dark fiber optic cable located in the City's BDU network.

Section 3: Payment. IU Health shall not be required to make payment to the City for the use of these fiber optic strands, however, the City reserves the right to enact legislation which could impose payment obligations. In the event that the City enacts legislation which would impose payment obligations such obligations would come into effect for IU Health at the end of this

agreement term. Furthermore IU Health shall have the right to terminate its obligation under this Agreement per Section 11.

Section 4. Use. IU Health shall be responsible for lighting the fibers. The City shall be responsible for patching within the Telecom Hotel.

Section 5. Connection: IU Health shall be responsible for securing any easements necessary for connection to the BDU and for construction of lateral connections in compliance with standards and specifications established by ITS. Line-locate wires must be installed in any lateral which connects to the BDU. Splicing and connection to the BDU must be performed by a certified technician, and all costs associated with connecting to the BDU shall be borne by IU Health. Upon completion of its connection to the BDU, IU Health shall provide the City with "as built" drawings in both print and digital form of IU Health's connections and laterals. IU Health shall be responsible for any repairs to the connections and laterals which must be performed during the term of this Agreement. IU Health shall notify the City forty-five (45) days in advance of any construction projects pertaining or connecting to the BDU.

Section 6. Responsibility for Maintenance and Repairs. The City shall be responsible for maintenance and repair of the BDU core network. IU Health shall be responsible for maintenance and repair of its lateral connections from the splice point to their facility. IU Health shall notify the City forty-eight (48) hours in advance of any maintenance hole or hand-hole entrance to the BDU.

Section 7. Restoration and Line Location Services. The City shall retain an Emergency Restoration Agreement ("ERA") on the BDU core network with a certified contractor. The City will provide line locate services for the BDU core network. IU Health shall be responsible for their own ERA of fiber optics from the splice point to their facility along with line location services unless the City has extended the BDU along the lateral pursuant to Section 9 below.

Section 8. Call Out Requirements. IU Health will provide a call out list to the City in case of emergency work. The list should include the order in which the City is to call out, the cell phone, pager, and home phone numbers, as well as e-mail addresses for each person on the list.

Section 9. Right to Co-locate. IU Health agrees to permit the City to install BDU conduit within any new IU Health lateral extension, with the City bearing the marginal additional cost of installation of said conduit. The City may, at its discretion, install conduit in all, part or none of the lateral extension.

Section 10. Substitution of Fibers. In the event that in the future IU Health obtains the City's permission to use fiber in a different conduit or a conduit as a whole, the City may request that IU Health discontinue use of the fibers referenced herein and those fibers shall be returned to the City's management in exchange for an equivalent number of fibers in the additional conduit or as part of the arrangement for the additional conduit itself.

Section 11. Rights Reserved. The City shall not be liable for any interruption of services in the event of damage, destruction, condemnation or closure of the Telecom Hotel which renders it

unusable or inoperable. Both parties reserve the right to terminate its obligations under this Agreement at either party's sole discretion upon 120 days written notice to other party.

Section 12. Waiver of Claims. The City and its agents shall have no liability to IU Health for any damage to the property of IU Health located in or about the BDU core network. IU Health hereby waives all claims for recovery from the City of any loss or damage incurred due to defects in, or damage to, the fiber optic cable system.

Section 13. Waiver of Warranties. The City expressly disclaims all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this Agreement, no information, oral or written, provided or disseminated by the City shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 14. Assignment of Rights. The rights granted to IU Health shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 15. Indemnification. IU Health shall defend, indemnify, and hold harmless the City from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' fees and litigation expenses arising out of or relating to IU Health's execution and undertaking of this Agreement. IU Health shall promptly notify the City of any third party claim or legal action arising out of or related to this Agreement.

Section 16. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and IU Health.

Section 17. 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 Circuit Court, Monroe County, Indiana.

Section 18. Costs and Expense of Enforcement. If IU Health shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' fees and expenses which the City may incur in enforcing any obligations herein.

Section 19. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 20. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information & Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

Indiana University Health, Inc

1515 N Senate Ave, SC Suite S184
Indianapolis, IN 46202-7174
Attn: Justin Wood

Section 21. Severability. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

**City of Bloomington
Board of Public Works**

By:

Indiana University Health, Inc.

By:

Kyla Cox Deckard, President

Mark Lantzy, CIO

Date

Date

John Hamilton, Mayor

Date

CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE: 12/6/12
FUND/ACCT: N/A

CITY OF BLOOMINGTON
Legal Department
Reviewed By:

DATE: 12/5/12

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: 2018 AGREEMENTS
DATE: 12/15/2017
CC: PHILIPPA GUTHRIE

Board of Public Works Members,

I have several annual agreements for your consideration covering use of our fiber infrastructure, funding for Community Access Television Services CATS, and agreements with PEG content providers.

2018 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

2018 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2018 has been budgeted at \$438,022, a 1% increase from 2017. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. This is the only agreement in this package drawing from City funds. We will make four quarterly payments to CATS totaling \$438,022 in 2018, all drawn from the Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

2018 PEG Content Provider Agreements (CATS)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,

Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**CITY OF BLOOMINGTON and
MONROE COUNTY PUBLIC LIBRARY
CATS FUNDING AGREEMENT for 2018**

This Agreement is entered into on the _____ day of _____, 2017 at Bloomington, Indiana, by and between the Board of Public Works of the City of Bloomington, hereinafter referred to as the "City", the Monroe County Public Library, hereinafter referred to as "Library", and Community Access Television Services, hereinafter referred to as "CATS." CATS and the Library agree to provide services as set forth below and comply with all provisions of this Agreement, and the City agrees to provide funding as set forth below.

Article I. Services to be provided by Library.

CATS and the Library agree as follows:

- (a) To cablecast live coverage of City of Bloomington Common Council, Plan Commission, Board of Public Works, Board of Zoning Appeals, Board of Parks Commissioners, Bloomington Redevelopment Commission and Utilities Service Board meetings, if given at least one week's notice by the City of the meeting times. These meetings will also be replayed at least twice during the week they occur, and will be webcast as feasible by CATS. Upon request by the Office of the Mayor or City ITS Department, the Library will provide the City with free copies in the specified format of any of the above cablecast meetings or other meetings and events described elsewhere in this agreement.
- (b) To provide permanent archival digital storage of meetings which CATS cablecasts.
- (c) To provide off-premise secure backup (cloud backup is acceptable).
- (d) To provide live internet streaming of meetings.
- (e) To provide access to meetings through a browseable and searchable website.
- (f) To explore the following goals with the City in 2018 with the intent of deployment in 2019 or before:
 - i) To provide access to meetings through social media.
 - ii) To provide access to meetings through over-the-top video devices (via YouTube for instance.)
 - iii) To provide automated transcription of meeting content.
- (g) To produce weekly editions of "Pets without Partners" and provide cablecasts of other meetings and events, and to produce programs on community services and issues as

requested by the City. The content of all City public meetings broadcast by CATS shall be placed in the public domain, meaning that the work may be freely reproduced, distributed, transmitted, used, modified, built upon, or otherwise exploited by anyone for any purpose, commercial or non-commercial, and in any way, including by methods that have not yet been invented or conceived. CATS may not assert any copyright claim and no right shall attach to City public meeting broadcasts.

- (h) To provide quarterly financial reports to the City delineating the utilization of funds which Library has received for the support of CATS from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source as well as funding received directly from Library.

The financial reports may be submitted in the format compatible with Library's normal budgeting information as is readily available through its existing accounting software. Budget lines shall include comparison of actual expenditures with budgeted amounts. Reports shall include a listing of all revenues designated for CATS by all entities contributing, including in-kind contributions from Library and other gifts, grants, etc., CATS receives.

Reports shall be submitted to the Information & Technology Services Department, the Office of the City Controller and the Office of the Mayor no later than 30 days after the following dates: March 31; June 30; September 30 and December 31. In addition, the Library shall provide on a timely basis such financial reports as requested by the City in addition to quarterly reports in the format as referenced above.

- (i) To oversee its allocation of the cable channels available to the City through the City's franchise, for the purposes of public access, educational and governmental cablecasting.
- (j) To use all grants and monies received by the Library from the City of Bloomington for the support of and usage by CATS only on costs directly related to the operations of CATS.

Article II. Designated use of Agreement Funds and Equipment.

The Library agrees to use Agreement funds and equipment as follows:

- (a) To pay for services rendered in accordance with this Agreement.
- (b) To utilize to the maximum extent feasible funds received from all sources of revenue.
- (c) To refund to the City of Bloomington funds received under this Agreement which may later be determined to have been received or expended in noncompliance with the Agreement as a result of audit by the State Board of Accounts or Library, pursuant to the terms of this Agreement.

- (d) To return all equipment made available through this Agreement within one week if requested by the City or upon termination of this Agreement.
- (e) To utilize equipment made available through this Agreement solely in the provision of services as outlined herein.

Article III. Data on Affirmative Action.

The Library agrees to implement an affirmative action plan which complies with the City's regulations for contractors. The Library will submit its affirmative action plan to the City's Contract Compliance Officer for review within ten days of signing this Funding Agreement, and shall make all necessary and reasonable changes to its plan to bring it into compliance within twenty days of notice from the Officer of any deficiencies.

Article IV. Funding Procedure.

To outline the system by which funds are to be transferred by the City to the Library, and to assure adequate documentation of disbursements by the City:

- (a) The Library will submit a signed claim voucher or invoice to the Information and Technology Services Department of the City of Bloomington, ITS, which will be processed in accordance with the City's normal practice for payments and reimbursements. Invoices may be submitted at the beginning of each quarter – January, April, July, and October.
- (b) The City will provide funding at the rate of **\$109,505.50** quarterly for the calendar year beginning January 1, 2018, with the total not to exceed **\$438,022.00**.

Article V. Accounting Procedures.

The Library agrees to maintain accounting procedures that shall provide for:

- (a) All grants and monies received by the Library from the City of Bloomington, the Town of Ellettsville, Monroe County and any other source are solely intended for the support of and usage by CATS and shall not on any account be made available for use as Library general operating funds. If at the end of any fiscal year such grants or monies have not been expended on costs directly related to the operations of CATS, said grants or monies shall remain for future usage for support of the operations of CATS and shall not revert or be otherwise transferred to any fund for general usage by, or support of, Library.
- (b) Accurate, current, and complete disclosure of the financial results of its service program.
- (c) Records which identify adequately the source and application of funds for program supported activities.

- (d) Effective control over and accountability for all funds, property and other assets. The Library will adequately safeguard all such assets and shall assure that they are used solely for authorized purposes.

Article VI. Program Monitoring and Library Reporting Requirements.

In addition to the financial reports described in Article I (h), the Library agrees to submit to the Information & Technology Services Department and the Board of Public Works at least quarterly a report which shall cover each month of the previous quarter's programming and usage of the cable channels, proposed or planned special programming for the future and an analysis of services provided to City residents.

Article VII. Access to Records.

The Library agrees that it will give the City of Bloomington, through an authorized representative, access to, and the right to examine all records, books, papers or documents related to the funding provided by this Agreement, for the purpose of making surveys, audits, examinations, excerpts, and transcripts.

Article VIII. Retention of Records.

The Library agrees that it will retain for a period of three years financial records, supporting documents, statistical records, and all other records pertinent to the funding provided by this Agreement, with the following exceptions:

- (a) These records shall be retained beyond the three-year period if audit findings have not been resolved, in which case such records shall be retained until any audit findings are resolved.
- (b) At the request of the City any records pertinent to the program funded by this Agreement are to be transferred to the City if the City determines that the records possess long-term retention value, in which case the Library shall be exempt from the three-year retention period above.

The three-year period mentioned herein is to be determined from the date of the Library's biennial audit.

Article IX. Termination of Agreement.

The Library agrees that this Agreement is subject to the availability of funds and that if funds become unavailable for the performance of this Agreement, the City may terminate the Agreement. If funds become unavailable, the City shall promptly notify the Library in writing of the termination and the effective date which must be at least 30 days from notification.

It is further agreed that the City or the Library may terminate funding in whole or in part when both parties agree that the continuation of the program would not produce beneficial results commensurate

with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date, and, in the case of partial terminations, the portion to be terminated. The Library shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The City shall allow full credit to the Library for the allocable portion of noncancellable obligations, properly incurred by the Library prior to termination.

Article X. Forfeiture of Funds for Noncompliance.

It is agreed that the City may terminate any funding, in whole or in part, at any time before the date of completion of the program, whenever it is determined that the Library has failed to comply with the conditions of this Agreement, or with other conditions imposed by the laws, rules and regulations to which this Agreement refers. The City shall promptly notify the Library in writing of the determination and the reasons for the determination, together with the effective date. Payments made to the Library or recoveries by the City under funding terminated for cause shall be in accord with the legal rights and liabilities of the parties.

Article XI. Verification of Work Status.

The Library certifies that it is enrolled in the E-Verify program and has verified the work eligibility status of all newly hired employees through the E-Verify program, unless the E-Verify program no longer exists, and that signing this contract serves as an affidavit affirming that the Library does not knowingly employ an unauthorized alien.

Article XII. Investment Activities in Iran

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, Board of Public Works

Date: _____

By: _____
John Hamilton, Mayor

Date: _____

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date: _____

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, General Manager

Date: _____

CITY OF BLOOMINGTON
Controller
Reviewed by: *[Signature]*
DATE: 12/6/17
FUND/ACCT: 401-25-310

CITY OF BLOOMINGTON
Legal Department
Reviewed By: *[Signature]*
DATE: 12/5/17

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: 2018 AGREEMENTS
DATE: 12/15/2017
CC: PHILIPPA GUTHRIE

Board of Public Works Members,

I have several annual agreements for your consideration covering use of our fiber infrastructure, funding for Community Access Television Services CATS, and agreements with PEG content providers.

2018 BDU Use Agreements (MCCSC, MCPL, Monroe County Government, IUHealth)

The purpose of these agreements is to codify mutually agreeable conditions on the use of the City of Bloomington's fiber assets by MCCSC, MCPL, Monroe County Government, and IUHealth. These agreements are in keeping with previous agreements with only minor edits. Monroe County Community School Corporation (MCCSC) is provided with 18 fiber strands, Monroe County Public Library (MCPL) with 4 strands, Monroe County Government with 6 strands and IUHealth with 2 strands. BDU partners are responsible for terminating and lighting the fiber strands themselves.

2018 CATS Funding Agreement

This document codifies the annual funding agreement between the City of Bloomington and the Monroe County Public Library for the funding of CATS, Community Access Television Services. Funding for 2018 has been budgeted at \$438,022, a 1% increase from 2017. With your approval the City and CATS will continue its partnership in providing community access programming and City meeting broadcasts to our local community and beyond. This is the only agreement in this package drawing from City funds. We will make four quarterly payments to CATS totaling \$438,022 in 2018, all drawn from the Telecommunications Nonreverting Fund Services Account, line 5398 Community Access TV/Radio.

2018 PEG Content Provider Agreements (CATS)

The purpose of this agreement is to codify mutually agreeable conditions for the programming of the City of Bloomington's PEG (Public, Education and Government) channel assets. CATS Community Access Television Services programs five channels. This agreement outlines the content provider relationship and expectations of the City for the programming of City PEG channels.

Thank you for your consideration of these agreements.

Warm regards,

Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

CITY OF BLOOMINGTON
and
MONROE COUNTY PUBLIC LIBRARY
PUBLIC, EDUCATION AND GOVERNMENT CHANNEL
PROGRAMMING AGREEMENT for 2018

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-16, the Indiana Utility Regulatory Commission has the sole authority to grant a certificate of franchise authority to a video service provider ("VSP"); and,

WHEREAS, pursuant to the provisions of Indiana Code §§ 8-1-34 et seq., a VSP is required to make available on its video service system channels which contain public, educational, and governmental programming ("PEG channels"); and,

WHEREAS, pursuant to Sections 531 and 541 of the Communications Act, local franchising authorities may require cable operators to set aside channels for public, educational, or governmental ("PEG") use; and,

WHEREAS, PEG Channels are broadly defined as follows:
Public access channels are available for use by the general public. They are usually administered either by the cable operator or by a third party designated by the franchising authority; *Educational* access channels are used by educational institutions for educational programming. Time on these channels is typically allocated by either the franchising authority or the cable operator among local schools, colleges and universities; *Governmental* access channels are used for programming by organs of local government. In most jurisdictions, the franchising authority directly controls these channels; and,

WHEREAS, pursuant to the provisions of Indiana Code § 8-1-34-27, the operation of a PEG channel is the responsibility of the unit that receives the benefit of the channel, that being the City of Bloomington ("City"), and the VSP is responsible for the transmission of the channel; and,

WHEREAS, the City of Bloomington ("City") controls six PEG Channels; and,

WHEREAS, the City, through its Information and Technology Services Department ("ITS"), provides PEG channel program content from its PEGCPs ("Public Education & Government Content Providers) - currently CATS and WTIU - at a common distribution point ("PEGHub") at the Bloomington Telecom Hotel facility in downtown Bloomington; and,

WHEREAS, the Monroe County Public Library through CATS wishes to provide five (5) channels of PEG programming to the City for the purpose of broadcast by Bloomington VSPs; and

WHEREAS, The PEGHub serves as a common distribution point for PEG content to multiple VSPs and provision of content from multiple PEGCPs at a single accessible location; and,

WHEREAS, the PEGCP wishes to reach an understanding with the City as to the terms and conditions of providing PEG channel programming from the common distribution point at the Telecom Hotel;

NOW, THEREFORE, the City and the PEGCP agree as follows:

Section 1. Location. The PEGCP shall provide PEG channel programming to the City's PEGHub, located in the City Cage at the Telecom Hotel. The Bloomington Telecom Hotel facility is located in downtown Bloomington at 7th and Walnut Streets (302 N. Walnut Street). The PEGCP shall be responsible for connecting at this location, securing space in the facility as needed, and cross connecting to the City's PEG Hub equipment in the City Rack. The City reserves the right to change the location of the PEG Hub if the Telecom Hotel closes or for any other reason. City will provide advance notice of relocation. In the event relocation occurs, The City and the PEGCP will negotiate mutually agreeable terms for covering the costs of connecting at the new PEG Hub location.

Section 2. Technical Specifications. The City shall permit PEGCP to patch into the City Cage to provide PEG programming under the terms of this agreement. The PEGCP shall provide video signal for PEG channels in SDI format, specifically Serial Digital Interface (SDI) video signal with embedded AES (digital audio). The connection type the PEGCP will be connecting to will be a Bayonet Neill Concelman (BNC) connector.

Section 3. Conditions. Consistent with the requirements of State and Federal law, the PEGCP shall:

- a) Program five City of Bloomington PEG channels.
 - i) One channel must be dedicated solely to City of Bloomington meetings, events and business.
 - ii) One channel must be dedicated solely to Monroe County and other local governmental and taxing unit meetings, events and business.
 - iii) One channel must be dedicated to public access programming emphasizing local and community-generated content.
- b) Provide the City of Bloomington PEG content at no less than full-screen broadcast resolution.
- c) Provide PEG suitable programming in keeping with the definition of PEG.
- d) Provide programming that is not otherwise available on other VSP channels.

Section 4. Connecting. The PEGCP shall be responsible for connecting at the PEG Hub location, securing space in the facility as needed and cross connecting to the City's PEG Hub equipment in the City Rack.

Section 5. Term. This Agreement shall be in full force and effect beginning on the date of execution of this Agreement and ending December 31, 2018. This agreement may be rescinded at the City's discretion with a 30-day written notice.

Section 6. Waiver of Warranties. The City and the PEGCP each expressly disclaim all express and implied warranties, including but not limited to the implied warranties or merchantability and fitness for a particular purpose. Except as otherwise provided in this agreement, no information, oral or written, provided or disseminated by the City or the PEGCP shall create any express or implied warranties, guaranty of performance, or contractual obligations.

Section 7. Assignment of Rights. The rights granted to the PEGCP shall not be assigned in whole or in part without the City's prior written consent. In the event said consent is granted, the provisions of this Agreement shall be binding upon and inure to the benefit of any successors and assigns.

Section 8. Indemnification. The VSP and the City (the "Indemnifying Party") shall each defend, indemnify, and hold harmless the other (the "Indemnified Party") from and against all liabilities, judgments, claims, damages, settlements, expenses and costs, including reasonable attorneys' costs and litigation expenses, arising out of or relating to the Indemnified Party's execution and undertaking of this Agreement, insofar as such liabilities, judgments, claims, damages, settlements, expenses and costs arise out of or are based upon the breach of this Agreement by the Indemnifying Party or the programming provided pursuant to the terms hereof. The VSP and the City shall each promptly notify the other of any third party claim or legal action arising out of or related to this Agreement. The PEGCP is responsible for securing any necessary copyrights for its content.

Section 9. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the PEGCP.

Section 10. 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 Monroe County, Indiana.

Section 11. Costs and Expense of Enforcement. If either the PEGCP or the City shall default in the performance of any of its obligations under this Agreement, it shall be responsible for the reimbursement of any attorneys' costs and expenses which the other may incur in enforcing any obligations herein.

Section 12. Waiver. No waiver by either party of any default or breach of the other party's performance of any term, condition or covenant of this Agreement shall be deemed to be a waiver or any subsequent default or breach of the same or any other term, condition or covenant contained in this Agreement.

Section 13. Notices. All notices required to be given by either party hereunder shall be in writing and delivered by hand, courier, overnight delivery service or registered or certified mail return receipt requested. Any notice or other communication under this Agreement shall be deemed given when received or refused and shall be directed to the following address:

CITY

Information and Technology Services Dept.
City of Bloomington
401 N. Morton Street, Suite 160
Bloomington, IN 47404
Attn: Director

The PEGCP

MCPL and CATS
303 E. Kirkwood Avenue
Bloomington, IN 47408
Attn: Director

Section 14. Severability and Future Legal Developments. Should any part of the Agreement be found in violation of any federal, state, or local law or ordinance, all unaffected parts shall remain in effect and enforceable provided that the intent of the Agreement is still served. In the event that action is taken by the Federal Communications Commission, Congress or the State of Indiana which addresses and impacts the responsibilities of the parties hereto regarding the provision of PEG channel programming, this agreement shall terminate, and the parties shall negotiate a new agreement consistent with that mandate.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the dates following their signatures. The latest of the dates shall constitute the starting date of this Agreement.

CITY OF BLOOMINGTON

By: _____
Kyla Cox Deckard, Board of Public Works

Date

By: _____
John Hamilton, Mayor

Date

MONROE COUNTY PUBLIC LIBRARY:

By: _____
Marilyn Wood, Director

Date

COMMUNITY ACCESS TELEVISION SERVICES:

By: _____
Michael White, Station Manager

Date

CITY OF BLOOMINGTON
Controller

Reviewed by: _____

DATE: 12/16/17

FUND/ACCT: N/A

CITY OF BLOOMINGTON
Legal Department
Reviewed By: _____

DATE: 12/15/17

MEMORANDUM

TO: BOARD OF PUBLIC WORKS
FROM: RICK DIETZ
SUBJECT: INFORMATION TECHNOLOGY SURPLUS
DATE: 11/22/2017
CC: JACQUELYN MOORE

Board Members,

The City of Bloomington Information & Technology Services ("ITS") Department purchases and provides information and communications technology tools for city ITS operations and for a significant portion of City employees in order to support their work on behalf of the City. These devices (phones, computers, servers, printers, etc.) all have limited life cycles; and as these devices become inoperable and/or outdated they are reclaimed by ITS and replaced. ITS has accumulated a number of devices, which ITS wishes to dispose of as surplus personal property.

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of these inoperable and/or outdated devices is less than five thousand dollars (\$5,000).

We are requesting the Board of Public Works to declare these items as surplus to allow ITS to dispose of them.

Thanks for your consideration.

Warm regards,

Rick Dietz, Director
Information & Technology Services
City of Bloomington
dietzr@bloomington.in.gov

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-100**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Information & Technology Services Department (“ITS”) purchases and provides equipment for City Departments including, but not limited to, copiers, computer hard drives, keyboards, monitors, computer accessories, scanners, fax machines and cellular telephones, which are used by a significant portion of City employees in order to assist the employees in their work on behalf of the City; and

WHEREAS, all of this equipment has limited life cycles; and

WHEREAS, as this equipment becomes inoperable and/or outdated it is returned to ITS by City Departments, and ITS provides those Departments with new replacement equipment; and

WHEREAS, ITS has a large stock of returned equipment which ITS wishes to dispose of as surplus personal property; and

WHEREAS, this equipment is identified in Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter “Board of Public Works”) may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, ITS has assessed the value of this equipment contained in Attachment A to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport all of this equipment contained in Exhibit A for a sale or transfer, ITS believes that these costs exceed the value of the equipment; and

NOW, THEREFORE, be it hereby resolved by the Board of Public Works that:

1. The equipment contained in Exhibit A is hereby declared to be surplus personal property.
2. The value of the equipment contained in Exhibit A is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceeds the value of the equipment.
4. The equipment contained in Exhibit A is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished or junked.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this _____
day of _____, 2017.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice President

Dana Palazzo, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services

IT Department
Recycle Lot 5 - 2017
Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Date
<u>46</u>	120060	GVCNLS1	por120060	Desktop	Dispatch	8/2/2012	10/26/2017
<u>539</u>	130492	1YLZWY1	tlr130492	Laptop	Twin Lakes Recreation Center	2/27/2013	10/25/2017
<u>634</u>	130438	27T7BZ1	tlr130438	Desktop	Twin Lakes Recreation Center	9/15/2015	10/25/2017
<u>2016</u>	130447	27F8BZ1	tlr130447	Desktop	Twin Lakes Recreation Center	5/8/2013	10/25/2017
<u>1076</u>	130131	CMM2FX1	hnd130131	Desktop	HAND	5/8/2013	10/25/2017
<u>1113</u>	130145	4W9MFX1	otm130145	Desktop	Office of the Mayor	5/8/2013	10/25/2017
<u>549</u>	120032	HY7CKS1	por120032	Desktop	Dispatch	4/3/2014	10/23/2017
<u>1170</u>	130142	4PKJFX1	esd130142	Desktop	Economic & Sustainable Development	5/8/2013	10/12/2017
<u>3017</u>	80287	CNK83203R2	ITS080287	Monitor	IT		10/12/2017
<u>1068</u>	130146	4PGLFX1	hnd130146	Desktop	HAND	5/8/2013	10/10/2017
<u>2</u>	100326	BN47MM1	str100326	Desktop	Street	2/12/2010	9/28/2017
<u>2966</u>	100260		ITS100260	Desktop	IT		9/28/2017
<u>3280</u>	120074		LGL120074	Desktop	Legal		9/28/2017
<u>1186</u>	110270	80PVTR1	its110270	Desktop	IT	7/30/2012	9/28/2017
<u>63</u>	120054	GVBMLS1	por120054	Desktop	Dispatch	8/2/2012	9/28/2017
<u>106</u>	120058	GVBNLS1	por120058	Desktop	Dispatch	12/31/2012	9/28/2017
<u>38</u>	120057	GV5MLS1	por120057	Desktop	Dispatch	8/2/2012	9/28/2017
<u>168</u>	110314	CKBNXR1	tra110314	Desktop	Traffic	7/30/2012	9/28/2017
<u>101</u>	120052	GV6MLS1	por120052	Desktop	Dispatch	8/2/2012	9/28/2017
<u>344</u>	120056	GVCQLS1	por120056	Desktop	Dispatch	8/2/2012	9/28/2017
<u>3032</u>	130140		ITS130140	Desktop	IT		9/28/2017
<u>34</u>	120055	GV5RLS1	por120055	Desktop	Dispatch	8/2/2012	9/28/2017
<u>1102</u>	130183	BSC07Y1	cfr130183	Desktop	Community and Family Resources	5/8/2013	9/27/2017
<u>2343</u>	130065	1VWGXC1	cfr130065	Desktop	Community and Family Resources	10/24/2014	9/27/2017
<u>1254</u>	130082	1VSHCX1	cfr130082	Desktop	Community and Family Resources	12/20/2012	9/27/2017
<u>1250</u>	130070	1VWFCX1	cfr130070	Desktop	Community and Family Resources	12/20/2012	9/27/2017

IT Department
Recycle Lot 5 - 2017
 Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Date
<u>1237</u>	130077	1VVHCX1	dhcp-cityhall-101-68	HttpDevice	Community and Family Resources	12/20/2012	9/27/2017
<u>1094</u>	130072	1VSGCX1	cfr130072	Desktop	Community and Family Resources	12/20/2012	9/27/2017
<u>563</u>	130075	1VTFCX1	cfr130075	Desktop	Community and Family Resources	12/20/2012	9/27/2017
<u>4664</u>		HP1950-2024	UTD Automobile Adapter	Other	Utility		9/27/2017
<u>3482</u>	130067		CFR130067	UPS	Community and Family Resources		9/26/2017

IT Department

Recycle 4 - 2017

Lot ID: 13 Date: 08/29/2017 Recycle

Recycle Items List

Asset ID	Asset No.	Serial No.	Name	Category	Division	Installed Date	Date	Description	Weight	Recycle Location
4826	105092		4050TN	NetworkPrinter			11/02/2017	HP Laserjet printer		Recycle 4 - 2017
4812	N/A		Battery Charger				11/02/2017	Rechargeable battery charger		Recycle 4 - 2017
4811	N/A		Battery Charger	Other			11/02/2017	Rechargeable battery charger		Recycle 4 - 2017
4810	N/A		Cell Phone	Other			11/02/2017	Non Flip Phone		Recycle 4 - 2017
4808	N/A		Nikon	Camera			11/02/2017			Recycle 4 - 2017
4807	N/A		Nikon	Camera			11/02/2017			Recycle 4 - 2017
4806	N/A		Camera	Camera			11/02/2017			Recycle 4 - 2017
4805		C0AA12310	PV-C2540	TV			11/02/2017	Panasonic TV		Recycle 4 - 2017
4804	N/A		PLNDataVac	Other			11/02/2017			Recycle 4 - 2017
4803			SPN55527	Other			11/02/2017	Canon Fax		Recycle 4 - 2017
4802		9F15B04848	Dynex Router	Other			11/02/2017	Dynex Router		Recycle 4 - 2017
4801			Network Hub	Other			11/02/2017	8 Port 10BaseT hub		Recycle 4 - 2017
4800		2-410026	DA-11278	Other			11/02/2017	Winegard TV Amp		Recycle 4 - 2017
4813	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4814	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4630	030225		BLU030225		Blucher Poole		11/02/2017	Printer B&W		Recycle 4 - 2017
4825		J5P267555	ML100	Other			11/02/2017	Brother Typewriter		Recycle 4 - 2017
4824	030617	J4903-80099	HP 2824	Switch			11/02/2017	HP Procurve Switch		Recycle 4 - 2017
4823	N/A		Wide Camera Lens	Other			11/02/2017	Wide camera lens		Recycle 4 - 2017
4822			2 Mice	Mouse			11/02/2017	2 Mice		Recycle 4 - 2017
4821			5 keyboards	Keyboard			11/02/2017	5 keyboards		Recycle 4 - 2017
4820	N/A		Speakers	Other			11/02/2017	5 sets of computer speakers		Recycle 4 - 2017
4819	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4809	N/A		Cell Phone	Other			11/02/2017	Flip Phone		Recycle 4 - 2017
4815	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4816	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4817	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4818	N/A		Battery	Other			11/02/2017	Rechargeable battery		Recycle 4 - 2017
4790		GFA08474	PTZ Network Camera	Camera			11/01/2017	Network Camera		Recycle 4 - 2017
4789		17367	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4788	070349		070349	Wireless Access Point			11/01/2017	WiFi Antenna		Recycle 4 - 2017
4787		USJC126465	HP Laserjet	NetworkPrinter			11/01/2017	Laserjet 1100 printer		Recycle 4 - 2017
4786	120037		120037	Docking Station			11/01/2017	Docking Station		Recycle 4 - 2017
3116	110115	CPZAO2002435	clk110115	UPS	Council Office		11/01/2017	UPS		Recycle 4 - 2017
4784	040305	BB0418018776	040305	UPS			11/01/2017	UPS		Recycle 4 - 2017
4785	100997		100997	UPS			11/01/2017	UPS		Recycle 4 - 2017
4792		LZ003HC19A L	Dell Mouse	Mouse			11/01/2017	Mouse		Recycle 4 - 2017

4791		CN-011D3V	Dell Mouse	Mouse			11/01/2017	Mouse		Recycle 4 - 2017
4799		16225	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4798		52223	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4797		16257	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4796		16256	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4795		16276	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4794		16192	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4793		16277	EIDC	Other			11/01/2017	Ethernet Converter		Recycle 4 - 2017
4158	100466	AALMTF051093	TLR100466	LCD 1	Twin Lakes Recreation Center		10/31/2017	LCD		Recycle 4 - 2017
4563	020042		DIL020042	NetworkPrinter	Dillman		10/26/2017	Printer		Recycle 4 - 2017
4651	070006		BLU070006	UPS	Blucher Poole		10/26/2017	UPS		Recycle 4 - 2017
4757	N/A		Terrawave	Wireless Access Point			10/25/2017	WAP		Recycle 4 - 2017
4758	N/A	V7830100010	Remote Communication Gate				10/25/2017	Wap controller		Recycle 4 - 2017
4759			Terrawave	Wireless Access Point			10/25/2017	WAP		Recycle 4 - 2017
4761	070064	CN-0DC323-71618-71B-B446	ITS070064	LCD 1	IT		10/25/2017	Monitor		Recycle 4 - 2017
4760			Terrawave	Wireless Access Point			10/25/2017	WAP		Recycle 4 - 2017
4762	100061	CN-01PTX3-64180-9BA-0JGS	ITS100061	LCD 1	IT		10/25/2017	Monitor		Recycle 4 - 2017
4763	100031		ITS100031	UPS	IT		10/25/2017	UPS		Recycle 4 - 2017
4764	130310		ITS130310	UPS	IT		10/25/2017	UPS		Recycle 4 - 2017
4765	060170		ITS060170	UPS	IT		10/25/2017			Recycle 4 - 2017
4766	070013		ITS070013	UPS	IT		10/25/2017	UPS		Recycle 4 - 2017
4585	120010		TWL120010	Docking Station	Twin Lakes		10/25/2017	Docking Station		Recycle 4 - 2017
4736	080160	2CE81733ND	ITS080160	Laptop	IT		10/18/2017			Recycle 4 - 2017
4735	N/A	AB5660	Plantronics	Other			10/18/2017	Headset Adapter for Phone		Recycle 4 - 2017
4734	N/A	AB5778	Plantronics	Other			10/18/2017	Headset Adapter for Phone		Recycle 4 - 2017
4733	080042		ITS080042	LCD 1	IT		10/18/2017	Monitor		Recycle 4 - 2017
4737	090194	FTX1318T1QV	ITS090194	Wireless Access Point	IT		10/18/2017	WAP		Recycle 4 - 2017
4738	130123	DN154602Z9	ITS130123	Other	IT		10/18/2017			Recycle 4 - 2017
4739	N/A	65003043	Uniden	Other			10/18/2017	Radio		Recycle 4 - 2017
3819	070057	H2107203667W0	UPR070057	UPS	Purchasing		10/18/2017	UPS		Recycle 4 - 2017
4448	101454	AALMTF051585	ASH101454	LCD 1	Animal Shelter		10/18/2017			Recycle 4 - 2017
4741	N/A	04985	Winegard	Other			10/18/2017	Distribution Amplifier		Recycle 4 - 2017
4458	101005		SAN101005	UPS	Sanitation		10/16/2017			Recycle 4 - 2017
4729	100015		ITS100015	UPS	IT		10/16/2017			Recycle 4 - 2017
3489	100472		PRS100472	LCD 1	Parks and Recreation		10/16/2017	MONITOR		Recycle 4 - 2017
2913	070309	CN0WH3187287273R191C	ITS070309	LCD 1	IT		10/16/2017	LCD		Recycle 4 - 2017
4728	N/A	85000397136	Acer Monitor	LCD 1			10/16/2017	Monitor		Recycle 4 - 2017
4727	N/A	SG432NV12Q	HP Switch	Switch			10/16/2017			Recycle 4 - 2017
4726	040037	SG314NV2DH	ITS040037	Switch	IT		10/16/2017	Switch		Recycle 4 - 2017
3153	110090		PLN110090	Scanner	Planning		10/16/2017	Scanner		Recycle 4 - 2017
4057	040430		POA040430	UPS	Police Administrator		10/12/2017			Recycle 4 - 2017
3966	040348		POD040348	UPS	Detectives		10/12/2017			Recycle 4 - 2017

3281	070136	CN0FJ1816418 071U67LS	LGL070136	LCD 1	Legal		10/12/2017	Monitor		Recycle 4 - 2017
4712	100073		ITS100073	UPS	IT		10/12/2017	UPS		Recycle 4 - 2017
4713	100049		ITS100049	UPS	IT		10/12/2017			Recycle 4 - 2017
3657	110116		CLK110116	UPS	Council Office		10/12/2017	UPS		Recycle 4 - 2017
3283	090271		LGL090271	UPS	Legal		10/12/2017	UPS		Recycle 4 - 2017
3404	040300		CFR040300	UPS	Community and Family Resources		10/12/2017	UPS		Recycle 4 - 2017
4714		DR9V3A30005 20	WAP	Wireless Access Point			10/12/2017			Recycle 4 - 2017
4715		DR9V3A60010 37	WAP	Wireless Access Point			10/12/2017			Recycle 4 - 2017
4723	050009		ITS050009	NetworkPrinter	IT		10/12/2017	Printer		Recycle 4 - 2017
4722	070118		ITS070118	LCD 1	IT		10/12/2017			Recycle 4 - 2017
4721		2005DJ2227	Wireless Mouse	Mouse			10/12/2017			Recycle 4 - 2017
4720			Mobile Printer	Other			10/12/2017			Recycle 4 - 2017
4719	110152		ITS110152	UPS	IT		10/12/2017			Recycle 4 - 2017
4718			Air Card	Other			10/12/2017	Wireless Air Card		Recycle 4 - 2017
4717			Air Card	Other			10/12/2017	Wireless Air Card		Recycle 4 - 2017
4129	100003		POT100003	Wireless Access Point			10/12/2017			Recycle 4 - 2017
4088	120061		POT120061	Monitor			09/28/2017			Recycle 4 - 2017
4111	090058		POT090058	Monitor			09/28/2017			Recycle 4 - 2017
4093	090054		POT090054	Monitor			09/28/2017			Recycle 4 - 2017
4090	060094		POT060094	Monitor			09/28/2017			Recycle 4 - 2017
4096	060096		POT060096	Monitor			09/28/2017			Recycle 4 - 2017
4092	050005		POT050005	Monitor			09/28/2017			Recycle 4 - 2017
4683	090089		HP	LCD 1			09/28/2017			Recycle 4 - 2017
4115	090035		POT090035	Monitor			09/28/2017			Recycle 4 - 2017
3624	070109		PRS070109	LCD 1	Parks and Recreation		09/28/2017	MONITOR		Recycle 4 - 2017
4101	050017		POT050017	Monitor			09/28/2017			Recycle 4 - 2017
62	120061	GV9RLS1	por120061	Desktop	Dispatch	08/02/2012	09/28/2017	AT/AT COMPATIBLE		Recycle 4 - 2017
4123	090078		POT090078	Laptop			09/28/2017			Recycle 4 - 2017
4114	060090		POT060090	Monitor			09/28/2017			Recycle 4 - 2017
4112	090044		POT090044	Monitor			09/28/2017			Recycle 4 - 2017
4094	050003		POT050003	Monitor			09/28/2017			Recycle 4 - 2017
4086	050018		POT050018	Monitor			09/28/2017			Recycle 4 - 2017
4087	050031		POT050031	Monitor			09/28/2017			Recycle 4 - 2017
4103	080298		POT080298	Monitor			09/28/2017			Recycle 4 - 2017
4097	090063		POT090063	Monitor			09/28/2017			Recycle 4 - 2017
4100	090059		POT090059	Monitor			09/28/2017			Recycle 4 - 2017
4110	050002		POT050002	Monitor			09/28/2017			Recycle 4 - 2017
4102	090049		POT090049	Monitor			09/28/2017			Recycle 4 - 2017
4099	090068		POT090068	Monitor			09/28/2017			Recycle 4 - 2017
4685	900002		its900002		IT		09/28/2017	Fax Machine		Recycle 4 - 2017
4686	900003		its900003		IT		09/28/2017	Fax Machine		Recycle 4 - 2017
4687	900004		its900004		IT		09/28/2017	Fax Machine		Recycle 4 - 2017
6479	020002		Back Room Printer B&W (HP LaserJet 4100 Series PCL6)	Printer		08/19/2016	09/28/2017	Back Room Printer B&W (HP LaserJet 4100 Series PCL6)		Recycle 4 - 2017

4688	110135		ITS110135	UPS	IT		09/28/2017	UPS		Recycle 4 - 2017
4689	110144		its110144	UPS	IT		09/28/2017	UPS		Recycle 4 - 2017
3645	130510	CQYCP2009949	frs130510	UPS	Frank Southern		09/28/2017	UPS		Recycle 4 - 2017
9	120190	JJKVNW1	its-cressm	Desktop	Detectives	05/08/2013	09/28/2017	AT/AT COMPATIBLE		Recycle 4 - 2017
2974	130066		ITS130066	Desktop	IT		09/28/2017	Desktop		Recycle 4 - 2017
4684	900001		its900001	Other	IT		09/28/2017	Typewriter		Recycle 4 - 2017
4098	050004		POT050004	Monitor			09/28/2017			Recycle 4 - 2017
1081	130130	CK93FX1	hnd130130	Desktop	HAND	05/08/2013	09/28/2017	AT/AT COMPATIBLE		Recycle 4 - 2017
4089	120056		POT120056	Monitor			09/28/2017			Recycle 4 - 2017
4125	130133		POT130133	Laptop			09/28/2017			Recycle 4 - 2017
4124	130119		POT130119	Laptop			09/28/2017			Recycle 4 - 2017
4127	110190		POT110190	Laptop			09/28/2017			Recycle 4 - 2017
4126	110187		POT110187	Laptop			09/28/2017			Recycle 4 - 2017
4091	090051		POT090051	Monitor			09/28/2017			Recycle 4 - 2017
4128	120209		POT120209	Laptop			09/28/2017			Recycle 4 - 2017
4109	050001		POT050001	Monitor			09/28/2017			Recycle 4 - 2017
3069	040360	JB0415019340	CLK040360	UPS	Council Office		09/27/2017	UPS		Recycle 4 - 2017
4662		CN-0DJ454-71581-45F-04LA-A01	UCT Keyboard	Keyboard	Utility		09/27/2017	Keyboard		Recycle 4 - 2017
4663		CN-09RRC7-48729-35D-0L7D	UCT Mouse	Mouse	Utility		09/27/2017	Mouse		Recycle 4 - 2017
3268	130104	303NDHBJ2249	PLN130104	LCD 1	Planning		09/27/2017	LCD		Recycle 4 - 2017
3777	120141	CQYBT2003635	ucs120141	UPS	Customer Services		09/27/2017	UPS		Recycle 4 - 2017
4667	090283	9815BY0BC614000725	UCS090283	UPS	Customer Services		09/27/2017			Recycle 4 - 2017
4388	110100		ASH110100	NetworkPrinter	Animal Shelter		09/27/2017			Recycle 4 - 2017
3505	070099		PRS070099	LCD 1	Parks and Recreation		09/14/2017	MONITOR		Recycle 4 - 2017



Board of Public Works Staff Report

Project/Event: Rally for Life

Petitioner/Representative: Christian Citizens for Life

Staff Representative: Christina Smith

Meeting Date: December 12, 2017

Event Date: Sunday, January 21, 2018

Dale Seifker from Christian Citizens for Life (CCFL) organization wishes to hold a Rally for Life Event on the Courthouse Lawn on Sunday, January 21st from 1:00 p.m. – 4:00 p.m. and utilize amplified sound.

Staff supports the noise permit request.



NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3418

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) 349-3411 or smithc@bloomington.in.gov

Event and Noise Information

Type or Name of Event:	Rally For Life		
Location of Event:	Courthouse Lawn		
Date of Event:	1/21/18	Time of Event:	Start: 1:00 PM End: 4:00 PM
Description of Noise:	There will be a couple of speakers giving a prolife message		
Source of Noise:	<input type="checkbox"/> Live Band <input type="checkbox"/> Instrument <input checked="" type="checkbox"/> Loudspeaker Other:		
Will Noise be Amplified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Applicant Information

Name:	Dale Siefker		
Organization:	Christian Citizens For Life (CCFL)	Title:	
Physical Address:	8028 West State Road 48, Bloomington, In. 47404		
Email Address:	daleearl.siefker@gmail.com	Phone Number:	812 278 1017
Signature:		Date:	11/18/17

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 waives the City Noise Ordinance for the above mentioned event.

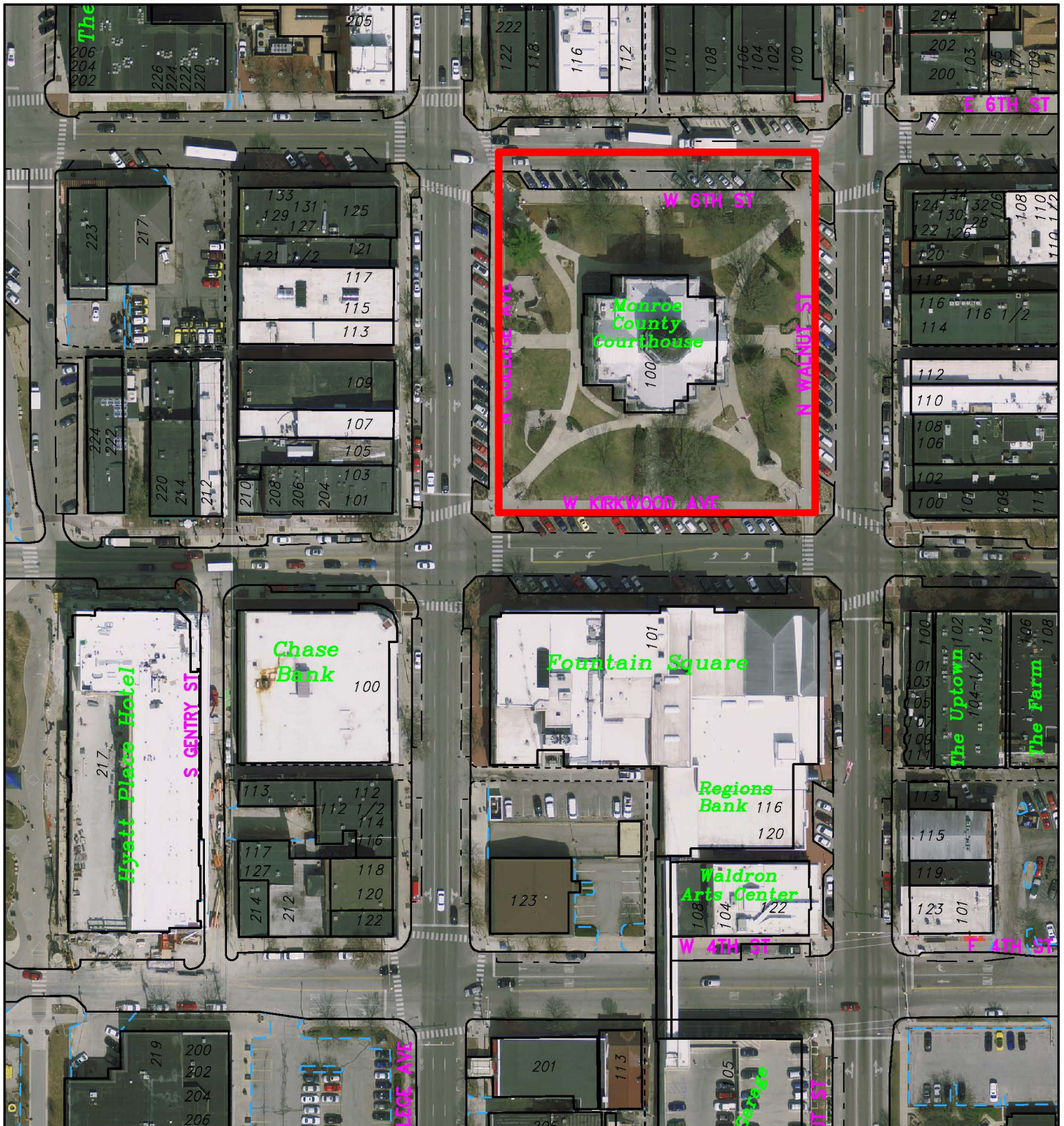
BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

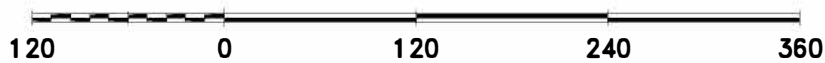
Date

Dana Palazzo, Secretary



Rally for Life Event

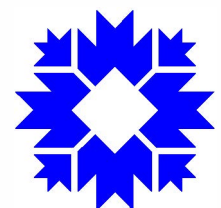
By: smithc
7 Dec 15



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 120'

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/8/2017	Payroll				400,480.87
					<u>400,480.87</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 \$ 400,480.87

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office_____



Board of Public Works Staff Report

Project/Event: Motion in favor of the bikeshare concept in Bloomington
Staff Representative: Beth Rosenbarger, Bicycle and Pedestrian Coordinator
Date: December 12, 2018

Report: - Bikesharing is now an automated system of renting bicycles for shared use within a community. The technology and systems have changed drastically since the first (unmanaged) and second (coin-operated) generations of bikeshare in Amsterdam in 1965 and Denmark in 1991 respectively. Third and fourth generation bikeshare systems are most popular today. Third generation systems require users rent and return bicycles to permanent docking stations throughout the community. Fourth generation systems rely on GPS and "smart-lock" systems that allow users to return bicycles at any destination point within a designated area. Fourth generation systems allow for system flexibility and demand-responsive distribution of bicycles.

Bikeshare in Bloomington:

Bloomington wants to provide diverse transportation options for the community. Bikeshare is designed to utilize existing infrastructure both downtown and on IU's campus. With bikeshare, individuals can choose to bicycle to destinations between downtown and campus and beyond, even if they don't own or have a bicycle with them. This can help reduce our community's carbon footprint especially if more people select bikeshare for their shorter trips. Additionally, bicycling is healthy and benefits the individual. Finally, bicycling is a lower-cost and financially accessible means of transportation.

Process:

Staff has taken the following steps:

- Researched bikeshare, and how it is functioning in different communities across Indiana and around the U.S.; research including in-depth conversations with other communities about their programs and a visit to West Lafayette to review their system.
- Collaborated with IU to develop the RFP and a system that will work for both entities.
- Hosted a Press Conference with Mayor Hamilton and Kevin Whited of Indiana University to announce collaboration and the request for proposals.
- Spoken with and met with vendors to better understand available options

- Currently investigating a potential collaboration with the School of Public Health to evaluate bikeshare as a tool to impact community health outcomes.
- Hosted two public meetings at City Hall to discuss Bikeshare and receive input from community members.
- Released the Request for Proposals on November 1, 2017.

Next steps:

- Review proposals, hold discussions with vendors, and select a vendor.
- Develop a revocable bikeshare mobile-vendor type license and address helmet requirements for bikeshare riders under the age of 18.
- Negotiate a contract with selected vendor concerning phasing, system requirements, and City and University values.
- Research and designate parking areas around the community and on campus for bikeshare bicycles.
- Hold promotional/introductory events, design a marketing strategy, and engage with business and potential riders.
- Hold a launch event in March 2018 after students return from Spring Break.
- Design and use an evaluation tool to understand the successes and challenges of the first bikeshare phase to plan further phases of the system.

Recommend ☒ **Approval** ☐ **Denial by:** Beth Rosenbarger

Bikeshare Bicycles:

The exact design of the bikeshare bicycles will depend on the vendor selected. However, there are several commonalities between most bikeshare companies and several bike-specific details we will look for in successful, functional bicycles for our community.

1. Step-thru frame: A step-thru frame is designed for ease of use. These bicycles are easier to get on and off; this is sometimes called a “Dutch style” bike.
2. Gears: We require a minimum of five gears because Bloomington has hills.
3. Intuitive brakes: Hand brakes allow slowing down and stopping. These is the brake style most familiar to bicyclists as opposed to coaster brakes.
4. Front basket: A basket helps carry personal items.
5. Fenders: Fenders are required in order to protect riders from rain and puddles.
6. Front and rear lights: Lights are required by local ordinance and therefore the bicycles must include a front white light and rear red light.
7. Bell: Bells allow bicyclists to give an audible signal before passing or alert motorists of their presence.
8. Kickstand: Kickstands allow the bicycles to be parked in most locations.
9. Rear wheel lock: The rear-wheel lock is the locking mechanism for these bicycles. The bicycle is locked to itself such that it cannot be ridden until it is unlocked.
10. GPS tracking: All bicycles are equipped with GPS tracking; this provides the City and IU with data as to paths taken, but also allows the vendor to track down their bikes in the event of theft.
11. Other items deemed necessary



Example of a bicycle from the vendor Ofo

Source: <http://tech.sina.com.cn/i/2017-08-21/doc-ifykcppy0029748.shtml>

The bicycles pictured were selected to be representative of possible options—it does not indicate we will be selecting one of the following vendors nor is it an exhaustive example of the proposals submitted.

THE VEORIDE BIKE



Example of a bicycle from the vendor/company VeoRide.

Source: <https://www.veoride.com/>



Pacers Bikeshare in Indianapolis

Source: <http://indyculturaltrail.org/bikeshare/>

The bicycles pictured were selected to be representative of possible options—it does not indicate we will be selecting one of the following vendors nor is it an exhaustive example of the proposals submitted.



Example of a bicycle from vendor/company Zagster.

Source: <http://bike.zagster.com/winstonsalem/>



The photos above demonstrate the station-based bikeshare model and the stationless bikeshare model.

Sources: https://www.tripadvisor.com/Attraction_Review-g28970-d2478701-Reviews-Capital_Bikeshare-Washington_DC_District_of_Columbia.html
https://www.washingtonpost.com/news/dr-gridlock/wp/2017/09/22/we-rode-all-four-of-d-c-s-dockless-bike-share-so-you-wouldnt-have-to/?utm_term=.9235247bd364

The bicycles pictured were selected to be representative of possible options—it does not indicate we will be selecting one of the following vendors nor is it an exhaustive example of the proposals submitted.



Board of Public Works Staff Report

Project/Event: Approval of Tapp Road and Rockport Road Intersection Improvement Project LPA-Consulting Contract with American Structurepoint, Inc.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Andrew Cibor, Transportation & Traffic Engineer

Date: 12/12/2017

Report: This project will reconstruct the Tapp Road/Rockport Road/Country Club Drive intersection and replace the current all-way stop with a new traffic signal. The project will also include:

- Left-turn lanes on the west leg (Tapp Road) and east leg (Country Club Drive) of the Rockport Road intersection, and an eastbound left-turn lane on Tapp Road at Pinehurst Drive;
- A multiuse path along the north side of Tapp Road and Country Club Drive; and
- A sidewalk along the south side of Tapp Road, and east and west sides of Rockport Road north of Tapp Road

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 Surface Transportation Program (STP). This portion of the project is programmed for 80% project fee reimbursement. Construction will not occur until 2018, but the construction engineering contract must be approved in advance to comply with the INDOT project process.

American Structurepoint, Inc. was selected from 11 engineering firms that responded to a standard INDOT Request for Proposals (RFP) to perform construction engineering for this project. Compensation for these services is set at a not-to-exceed amount of \$393,398.32. On December 16th the City's Redevelopment Commission (RDC) is expected to be presented a resolution to utilize the Consolidated TIF for the up-front local funding for this contract.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Tapp Road and Rockport Road Intersection Improvement Project LPA-Consulting Contract with American Structurepoint, Inc, contingent upon the RDC approving the local funding for this contract.

Recommend ☒ **Approval** ☐ **Denial** by Andrew Cibor

Board of Public Works
Staff Report

LPA - CONSULTING CONTRACT

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

Des. No.: 0901730, R-36022

Project Description: Tapp Road and Rockport Road Intersection Improvements

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 28, 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 **\$393,398.32.**

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:

Andrew Cibor, PE, PTOE
Transportation & Traffic Engineer
City of Bloomington
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:

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

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:

Andrew Cibor, PE, PTOE
Transportation & Traffic Engineer
City of Bloomington
401 N. Morton Street, Suite 130
Bloomington, Indiana 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.

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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
American Structurepoint, Inc.

LOCAL PUBLIC AGENCY
City of Bloomington, Indiana

Steven J. Davidson, PE
 Executive Vice President

John Hamilton, Mayor

Terri Porter, Director
 Planning & Transportation Department

Kyla Cox Deckard, President
 Board of Public Works

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 full-time Resident Project Representative, 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 LOCAL PUBLIC AGENCY and INDOT, and no personnel will be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained.

The full-time Resident Project Representative will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with the LOCAL PUBLIC AGENCY Project Coordinator and INDOT 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 LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability.
2. **CONFERENCES:** Attend preconstruction conferences as directed by the LOCAL PUBLIC AGENCY, 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 LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration to review working details of the project. The LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **LIAISON:** Serve as the LOCAL PUBLIC AGENCY'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 Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY and INDOT by the Resident Project Representative.

Serve as the LOCAL PUBLIC AGENCY's liaison with the traveling public and nearby affected business owners and property owners. The Resident Project Representative will offer information and provide field office numbers to interested parties. If necessary, the Resident Project Representative will attend and participate in any public information meetings.

4. **COOPERATE** with the LOCAL PUBLIC AGENCY in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **ASSIST** the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **ASSIST** the LOCAL PUBLIC AGENCY 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 procedures.
8. **SAMPLES:** Obtain field samples of materials delivered to the site as required by INDOT 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 LOCAL PUBLIC AGENCY's DESIGN ENGINEER 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 inform the LOCAL PUBLIC AGENCY 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 LOCAL PUBLIC AGENCY of the work in progress as a basis for determining 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 INDOT 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 LOCAL PUBLIC AGENCY and INDOT
 - d. Verify 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 LOCAL PUBLIC AGENCY 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 logbook 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 logbook to the LOCAL PUBLIC AGENCY
 - c. Maintain for the LOCAL PUBLIC AGENCY a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project
 - e. Prepare the Final Construction Record and Final Estimate as required by INDOT and the LOCAL PUBLIC AGENCY. Provide a copy of the Final Construction Record to the LOCAL PUBLIC AGENCY
13. **REPORTS:** Furnish to INDOT and the LOCAL PUBLIC AGENCY 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 LOCAL PUBLIC AGENCY 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 and in place in accordance with the contract.
15. **PROJECT RESPONSIBILITY:** The Resident Project Representative 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 Area Engineer. If work on the construction project is suspended and 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 procedures.

18. CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

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APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Designated employee and Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the LOCAL PUBLIC AGENCY
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project

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:

1. The CONSULTANT will be prepared to begin services under this Contract within five days after a letter of proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver the final construction record and final estimate to the INDOT Area Manager within 45 days after the contractor's last day of work.
2. CONSULTANT's fee assumes 38 weeks of construction inspection activities.

APPENDIX "D"

1. The CONSULTANT will receive as payment for the work performed under this Contract the total amount not to exceed **\$393,398.32**, unless a modification of the Contract is approved in writing by the LOCAL PUBLIC AGENCY and INDOT.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

Labor Classification	Allowable Hourly Rates Per Year					
	2017/2018		2018/2019		2019/2020	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Project Manager	\$185.01	N/A	\$192.41	N/A	\$200.09	N/A
Project Engineer	\$114.86	\$133.24	\$119.44	\$138.56	\$124.24	\$144.12
Resident Project Representative	\$108.20	\$125.52	\$112.56	\$130.57	\$117.04	\$135.77
Inspectors	\$83.47	\$96.83	\$86.80	\$100.69	\$90.26	\$104.71
Intern	\$48.27	\$56.00	\$50.21	\$58.25	\$52.20	\$60.50

3. The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract. 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 this Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, 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 INDOT 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 invoice shall be subject to approval as reasonable by the LOCAL PUBLIC AGENCY prior to any reimbursement therefore.
5. 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. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

3. It is the policy of INDOT that Project Representatives and/or Inspectors are on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.
4. 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. Should this become necessary; overtime premium may be paid on this project at the rate of 1.5 times the actual hourly rate for all hours worked on this project by the Project Representatives and Inspectors over 40 hours per week.

INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION

OWNER: City of Bloomington, Indiana

DESCRIPTION: Contract R-36022, Des No. 0901730
Tapp Road at Rockport Road Intersection Improvements

LETTING: March 14, 2018 Anticipated

NOTICE TO PROCEED: April 14, 2018 Anticipated

CONTRACT COMPLETION DATE: November 15, 2018 Anticipated

UTILITY COORDINATION ACTIVITIES:	1/8/2018	to	4/6/2018	=	13.00 weeks**
PRECONSTRUCTION ACTIVITIES:	4/9/2018	to	4/20/2018	=	2.00 weeks
CONSTRUCTION ACTIVITIES:	4/23/2018	to	11/16/2018	=	30.00 weeks
POST CONSTRUCTION ACTIVITIES:	11/19/2018	to	12/28/2018	=	<u>6.00 weeks</u>
					38.00 weeks

**Utility Coordination activities occurring prior to contractor's notice-to-proceed are not included in overall 38 week overall construction duration.

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

LABOR

PROJECT MANAGER: Perform contract planning, monitoring, administration activities

Regular time:	38 weeks	@	1 hours/week	=	<u>38 hours</u>
PROJECT MANAGER REGULAR HOURS					= 38 hours

PROJECT ENGINEER/SUPERVISOR:

Utility Coordination Activities

Regular Time:	13 weeks	@	10 hours/week	=	130 hours
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Preconstruction Activities:

Regular Time:	2 weeks	@	40 hours/week	=	80 hours
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Construction Activities:

Regular Time:	30 weeks	@	40 hours/week	=	1,200 hours
Overtime (assume 10%)	1,200	@	10%	=	120 hours

Post-Construction Activities:

Regular Time:	6 weeks	@	40 hours/week	=	<u>240 hours</u>
PROJECT ENGINEER/SUPERVISOR TOTAL REGULAR HOURS					= 1,650 hours
PROJECT ENGINEER/SUPERVISOR TOTAL OVERTIME HOURS					= 120 hours

CONSTRUCTION INSPECTOR(S):

Preconstruction Activities: (assume 0 inspector(s) needed):

Regular Time:	2 weeks	@	- hours/week	=	- hours
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Construction Activities: (assume 1.3 inspector(s) needed):

Regular Time:	30 weeks	@	52 hours/week	=	1,560 hours
Overtime (assume 10%)	1,560	@	10%	=	156 hours

Post-Construction Activities:

Regular Time:	- weeks	@	40 hours/week	=	<u>- hours</u>
CONSTRUCTION INPSECTOR(S) TOTAL REGULAR HOURS					= 1,560 hours
CONSTRUCTION INPSECTOR(S) TOTAL OVERTIME HOURS					= 156 hours

INTERN(S):

Construction Activities:

Regular Time:	12 weeks	@	40 hours/week	=	480 hours
Overtime (assume 10%)	480	@	10%	=	48 hours
Post-Construction Activities:					
Regular Time:	- weeks	@	40 hours/week	=	- hours
INTERN(S) TOTAL REGULAR HOURS				=	480 hours
INTERN(S) TOTAL OVERTIME HOURS				=	48 hours

EXPENSES

Mileage:					
Project Manager	38 weeks	@	50 miles/week	=	1,900 miles
PE/S Utility Coordination	13 weeks	@	100 miles/week	=	1,300 miles
Project Engineer/Supervisor	38 weeks	@	250 miles/week	=	9,500 miles
Inspector(s)	39 weeks	@	250 miles/week	=	9,750 miles
Intern(s)	12 weeks	@	250 miles/week	=	3,000 miles
TOTAL MILEAGE				=	25,450 miles

**INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES**

CLIENT:

City of Bloomington, Indiana

DESCRIPTION:

Contract R-36022, Des No. 0901730
Tapp Road at Rockport Road Intersection Improvements

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Project Manager	\$ 190.93	38	\$ 7,255.34
Project Engineer/Supervisor (Regular)	\$ 111.69	1,650	\$ 184,288.50
Project Engineer/Supervisor (Overtime)	\$ 129.56	120	\$ 15,547.20
Inspector(s) (Regular)	\$ 86.13	1,560	\$ 134,362.80
Inspector(s) (Overtime)	\$ 99.91	156	\$ 15,585.96
Intern(s) (Regular)	\$ 49.82	480	\$ 23,913.60
Intern(s) (Overtime)	\$ 57.79	48	\$ 2,773.92
Mileage	\$ 0.380	25,450	\$ 9,671.00
TOTAL INSPECTION FEE			<u>\$ 393,398.32</u>
American Structurepoint, Inc. (93%) =			\$ 365,860.44
VS Engineering, Inc. (DBE) (7%) =			\$ 27,537.88

American Structurepoint, Inc.
November 10, 2017

Escalated Billing Rate Calculation

Escalated Billing Rate Calculation			
Wage Rates - Escalated	8/21/2017		
	Certified		
	Pay Rates		
	7/1/17 thru	7/1/18 thru	7/1/19 thru
	6/30/18	6/30/19	6/30/20
Annual Increase Avg.		4.00%	4.00%
Classification			
Principal	65.93	68.57	71.31
Project Manager	59.21	61.58	64.04
Senior Engineer	45.32	47.13	49.02
Project Engineer	36.76	38.23	39.76
Senior Planner	37.90	39.42	41.00
Project Planner	33.90	35.26	36.67
Senior Environmental Specialist	48.70	50.65	52.68
Environmental Specialist	34.63	36.02	37.46
Landscape Architect	21.00	21.84	22.71
Staff Engineer, Staff Planner, & Staff Surveyor	27.21	28.30	29.43
Staff Scientist	22.17	23.06	23.98
Senior Technician	37.41	38.91	40.47
Technician	22.58	23.48	24.42
Researcher	27.75	28.86	30.01
Registered Land Surveyor	42.67	44.38	46.16
Survey Crew Member	24.12	25.08	26.08
Resident Project Representative	34.63	36.02	37.46
Construction Inspector	26.71	27.78	28.89
Interns and Co-ops	15.45	16.07	16.71
Provisional			
Audited			
Overhead Rate:	171.42%	171.42%	171.42%
Overhead Amount			
Principal	113.02	117.54	122.24
Project Manager	101.50	105.56	109.78
Senior Engineer	77.69	80.79	84.03
Project Engineer	63.01	65.53	68.16
Senior Planner	64.97	67.57	70.28
Project Planner	58.11	60.44	62.86
Senior Environmental Specialist	83.48	86.82	90.30
Environmental Specialist	59.36	61.75	64.21
Landscape Architect	36.00	37.44	38.93
Staff Engineer, Staff Planner, & Staff Surveyor	46.64	48.51	50.45
Staff Scientist	38.00	39.53	41.11
Senior Technician	64.13	66.70	69.37
Technician	38.71	40.25	41.86
Researcher	47.57	49.47	51.44
Registered Land Surveyor	73.14	76.08	79.13
Survey Crew Member	41.35	42.99	44.71
Resident Project Representative	59.36	61.75	64.21
Construction Inspector	45.79	47.62	49.52
Interns and Co-ops	26.48	27.55	28.64
Profit (Fixed Fee) %	15.00%	15.00%	15.00%
Fixed Fee Amount			
Principal	26.84	27.92	29.03
Project Manager	24.11	25.07	26.07
Senior Engineer	18.45	19.19	19.96
Project Engineer	14.97	15.56	16.19
Senior Planner	15.43	16.05	16.69
Project Planner	13.80	14.36	14.93
Senior Environmental Specialist	19.83	20.62	21.45
Environmental Specialist	14.10	14.67	15.25
Landscape Architect	8.55	8.89	9.25
Staff Engineer, Staff Planner, & Staff Surveyor	11.08	11.52	11.98
Staff Scientist	9.03	9.39	9.76
Senior Technician	15.23	15.84	16.48
Technician	9.19	9.56	9.94
Researcher	11.30	11.75	12.22
Registered Land Surveyor	17.37	18.07	18.79
Survey Crew Member	9.82	10.21	10.62
Resident Project Representative	14.10	14.67	15.25
Construction Inspector	10.88	11.31	11.76
Interns and Co-ops	6.29	6.54	6.80
Cost of Money	0.32%	0.32%	0.32%
COM Amount			
Principal	0.21	0.22	0.23
Project Manager	0.19	0.20	0.20
Senior Engineer	0.15	0.15	0.16
Project Engineer	0.12	0.12	0.13
Senior Planner	0.12	0.13	0.13
Project Planner	0.11	0.11	0.12
Senior Environmental Specialist	0.16	0.16	0.17
Environmental Specialist	0.11	0.12	0.12
Landscape Architect	0.07	0.07	0.07
Staff Engineer, Staff Planner, & Staff Surveyor	0.09	0.09	0.09
Staff Scientist	0.07	0.07	0.08
Senior Technician	0.12	0.12	0.13
Technician	0.07	0.08	0.08
Researcher	0.09	0.09	0.10
Registered Land Surveyor	0.14	0.14	0.15
Survey Crew Member	0.08	0.08	0.08
Resident Project Representative	0.11	0.12	0.12
Construction Inspector	0.09	0.09	0.09
Interns and Co-ops	0.05	0.05	0.05
Escalated Billing Rate			
Principal	206.00	214.25	222.81
Project Manager	185.01	192.41	200.09
Senior Engineer	141.61	147.26	153.17
Project Engineer	114.86	119.44	124.24
Senior Planner	118.42	123.17	128.10
Project Planner	105.92	110.17	114.58
Senior Environmental Specialist	152.17	158.25	164.60
Environmental Specialist	108.20	112.56	117.04
Landscape Architect	65.62	68.24	70.96
Staff Engineer, Staff Planner, & Staff Surveyor	85.02	88.42	91.95
Staff Scientist	69.27	72.05	74.93
Senior Technician	116.89	121.57	126.45
Technician	70.55	73.37	76.30
Researcher	86.71	90.17	93.77
Registered Land Surveyor	133.32	138.67	144.23
Survey Crew Member	75.37	78.36	81.49
Resident Project Representative	108.20	112.56	117.04
Construction Inspector	83.47	86.80	90.26
Interns and Co-ops	48.27	50.21	52.20



INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 4/5/17-LPA

Local Public Agency: City of Bloomington, Indiana Des. No.: 0901730, R-36022

Project Name: Tapp Road and Rockport Road Intersection Improvements

Consultant Name: American Structurepoint, Inc.

Type of Contract

☐ Engineering Design Services ☐ Right-of-Way Services ☒ Construction Inspection

1. Review the contract document:

- a. ☒ Verify that draft contract is consistent with the latest INDOT boilerplate.
- b. ☒ Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
- c. ☒ Verify that the maximum compensation amount shown in Section IV on page one matches the amount shown in Appendix D.
- d. ☒ Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
- e. ☒ Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.

2. ☒ Verify Appendix "C" of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.

3. ☒ Verify the Appendix "D" compensation method is appropriate for the scope of work.

- a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
- b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
- c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
- d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at: <http://www.in.gov/indot/2733.htm>.

4. ☒ Verify the consultant has provided a copy of the lead consultant's prequalification letter showing their approved overhead rate.

- ☒ If Sub-consultant is being utilized, verify the consultant has provided a copy of the sub-consultant's prequalification letter showing their approved overhead rate.

5. Verify the consultant and sub-consultant has provided a fee proposal and the fee proposal includes the following:

- a. ☒ Itemization of task elements with estimated hours by employee classification.
- b. ☒ Cost calculations show the overhead rate and profit rate has been applied.

6. Analyze the Consultant Fee Proposal:

- a. ☒ Confirm the task elements are relevant to the scope of work.
Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts
http://www.in.gov/indot/files/DBWI_ProposalsContracts_EscalationRates.pdf. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available at: <http://www.in.gov/indot/2730.htm>.
- b. ☒ Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
- c. ☒ Confirm, to the extent possible, major task elements and overall cost totals are not excessive.

7. LPA Professional Services Assignment letter:

- a. ☒ Confirm there is an LPA Professional Services Assignment letter attached.

ERC Signature: _____



Date: _____

12/5/2017



City of Bloomington
Planning and Transportation Department

December 4, 2017

Karlei Metcalf
LPA Program Director
Indiana Department of Transportation
Seymour District
185 Agrico Lane
Seymour, IN 47274

Re: Des. No.: 0901730
Project Location: Tapp Road and Rockport Road Intersection Improvements

Dear Ms. Metcalf,

Mr. Jon Lenglade, who is an employee of American Structurepoint, Inc., is hereby designated full time Resident Project Representative for the construction of the above referenced subject. It is understood that in this capacity, the designated individual will be in full time direct control of the project, and will follow the established procedures of the Indiana Department of Transportation (INDOT) in the discharge of these duties and will be working under the supervision of the INDOT District Area Engineer and will look to that office for advice and instruction.

The Project Representative will utilize the services of the following personnel:

1. Anjam Barkat, Inspector
2. Chuck Wildt, Project Manager

who are employed by above named Firm in accomplishing the overall supervision of this project. The testing equipment shall be provided by the named Firm as required.

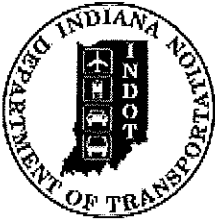
We shall maintain all books, documents, paper, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times during the contract period and for three (3) years from the date of final payment. The Federal Highway Administration, the State of Indiana, or other authorized representatives of any unit providing funding for the project shall be furnished copies thereof if requested.

Sincerely,

Andrew Cibor, LPA Employee in Responsible Charge

12/4/2017

Date



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Eric Holcomb, Governor
Joe McGuinness, Commissioner

September 07, 2017

Prequalification Section
(317) 232-5095

Cash Canfield
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

Re: Consultant Prequalification

Dear Cash Canfield:

The Consultant Prequalification General/Technical Renewal Application submitted on 8/26/2017 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 09/07/2017. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2018. Your General/Technical approval will expire on 08/31/2019.

Your Firm's annual contracting capacity for the CPA Audit Level is \$59,870,240.00 for the fiscal period that ended on 12/31/2016. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 30 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

Jose M. Murillo, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 09/07/2017

American Structurepoint, Inc.

Valid Work Groups

Effective: 09/07/2017

Expires on: 08/31/2019

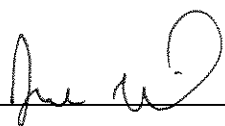
Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Grenard, Jeromy L
2.1	Traffic Data Collection	Grenard, Jeromy L
2.2	Traffic Forecasting	Grenard, Jeromy L
3.1	Non-Complex Traffic Capacity and Operations Analysis	Grenard, Jeromy L
3.2	Complex Traffic Capacity and Operations Analysis	Grenard, Jeromy L
4.1	Traffic Safety Analysis	Grenard, Jeromy L
5.1	Environmental Document Preparation - EA/EIS	Hope, Briana M
5.2	Environmental Document Preparation - CE	Hope, Briana M
5.3	Environmental Document Preparation - Section 4(f)	Johnson, Paul A
5.4	Ecological Surveys	Hope, Briana M
5.5	Wetland Mitigation	Hope, Briana M
5.6	Waterway Permits	Hope, Briana M
5.11	ESA Screening, Phase I and Phase II, Remedial Design	Johnson, Paul A
5.12	Karst Studies	Johnson, Paul A
6.1	Topographic Survey Data Collection	Douglas, Jeffrey Hood, John N



Work Type Code	Work Type Description	Qualifying Person(s)
8.1	Non-Complex Roadway Design	Canfield, Cash E
8.2	Complex Roadway Design	Canfield, Cash E Zielinski, Richard J
9.1	Level 1 Bridge Design	Cummins, Ryan M Day, David A
9.2	Level 2 Bridge Design	Cummins, Ryan M Day, David A
10.1	Traffic Signal Design	Grenard, Jeromy L
10.2	Traffic Signal System Design	Grenard, Jeromy L
10.3	Complex Roadway Sign Design	Parks, Natalie S
10.4	Lighting Design	Huebschman, Christopher r
11.1	Right of Way Plan Development	Mcgill, Tracy L Stapleton, Jessica L
12.1	Project Management for Acquisition Services	Tennancour, Sylvia "Skip" J
12.2	Title Research	Brewer, Dale J
13.1	Construction Inspection	Conarro, Timothy P Grimstad, Donald A
14.1	Regular Bridge Inspection	Cummins, Ryan M
14.2	Complex Bridge Inspection	Cummins, Ryan M
14.4	Small Structure and Miscellaneous Structure Inspections	Cummins, Ryan M Grimstad, Donald A
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Cummins, Ryan M

cc: Prequalification File

An Equal Opportunity Employer



Jose M. Murillo, P.E.
Prequalification Engineer



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 16, 2017

Scott S. Scoville, CFO
American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

Dear Mr. Scoville:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of American Structurepoint, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2016 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, supporting workpapers for the Indirect Cost Rate, and the related Accountant Report we reviewed, did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rate(s):

Corporate: 171.42%
Facilities Capital Cost of Money (FCCM): 0.32%

Yours truly,

A handwritten signature in blue ink, appearing to read 'David E. Brewer'.

David E. Brewer
Manager of External Audit



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Eric Holcomb, Governor
Joe McGuinness, Commissioner

July 14, 2017

Prequalification Section
(317) 232-5095

Sanjay Patel
VS Engineering, Inc.
4275 N High School Road
Indianapolis, IN 46254



Re: Consultant Prequalification

Dear Sanjay Patel:

The Consultant Prequalification Financial Update Application submitted on 7/1/2017 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 07/13/2017. This approval supersedes any previous approval for prequalification, but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2018. Your General/Technical approval will expire on 11/30/2017.

Your Firm's annual contracting capacity for the CPA Audit Level is \$13,556,174.00 for the fiscal period that ended on 12/31/2016. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 30 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

Jose M. Murillo, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 07/14/2017

VS Engineering, Inc.

Valid Work Groups

Effective: 07/13/2017

Expires on: 11/30/2017

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Miller, Kevin L
2.1	Traffic Data Collection	Miller, Kevin L
2.2	Traffic Forecasting	Miller, Kevin L
3.1	Non-Complex Traffic Capacity and Operations Analysis	Miller, Kevin L
3.2	Complex Traffic Capacity and Operations Analysis	Miller, Kevin L
4.1	Traffic Safety Analysis	Miller, Kevin L
5.1	Environmental Document Preparation - EA/EIS	Ball, Alan K
5.2	Environmental Document Preparation - CE	Ball, Alan K
5.4	Ecological Surveys	Ball, Alan K
5.5	Wetland Mitigation	Ball, Alan K
5.6	Waterway Permits	Ball, Alan K
6.1	Topographic Survey Data Collection	Barr, Vince J Healy, Matthew A
8.1	Non-Complex Roadway Design	Fox III, Harry C
8.2	Complex Roadway Design	Fox III, Harry C Patel, Bhagwan C

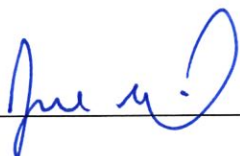


Work Type Code	Work Type Description	Qualifying Person(s)
9.1	Level 1 Bridge Design	Clark, Dennis R Kurdziel, Daniel
9.2	Level 2 Bridge Design	Clark, Dennis R Kurdziel, Daniel
10.1	Traffic Signal Design	Jahn, Nicholas R
10.3	Complex Roadway Sign Design	Desai, Shailesh M
10.4	Lighting Design	Desai, Shailesh M
11.1	Right of Way Plan Development	Barr, Vince J Garza, Jimmy
12.1	Project Management for Acquisition Services	Lauer, David
12.2	Title Research	Barr, Vince J
12.3	Value Analysis	Peoni, Charles
12.4	Appraisal	Peoni, Charles
12.6	Negotiation	Peoni, Charles
13.1	Construction Inspection	Easterday, Melissa Kitchens, Gregory A
14.1	Regular Bridge Inspection	Clark, Joseph D
14.2	Complex Bridge Inspection	Clark, Joseph D
14.4	Small Structure and Miscellaneous Structure Inspections	Clark, Joseph D Lankford, Mitchell D
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Peterson, Michael W 

Work Type Code	Work Type Description	Qualifying Person(s)
15.1	3D Terrestrial Laser Scanning	Healy, Matthew A
15.1	Hydrology, Hydraulics and Drainage Design	Patel, Bhagwan C
15.1	Wastewater and Stormwater Facility Planning	Patel, Bhagwan C

cc: Prequalification File

An Equal Opportunity Employer


 Jose M. Murillo, P.E.
 Prequalification Engineer



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

External Audit <http://www.in.gov/indot/2846.htm>
Division of Economics, External Audit, and Performance Metrics

July 13, 2017

Re: Report on Review of Financial Prequalification submission **18-15-26**
For Fiscal Year Ending: **December 31, 2016**

Richard Pierce
VS Engineering, Inc.
4275 N. High School Road
Indianapolis, IN 46254

Dear Mr. Pierce:

External Audit has reviewed the Financial Prequalification submittal by VS Engineering, Inc. for the fiscal year ending December 31, 2016. This notice is to report the results of the financial review. For further information regarding the overall Prequalification status of your firm, including technical requirements, please contact the Prequalification Section directly.

We reviewed an Indirect Cost Schedule and associated required documents for Financial Prequalification submitted for the CPA Audited Level as application #15956.

Per the Somerset CPAs report, the Indirect Cost Schedule was audited in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States and 48 CFR Part 31, with an audited indirect cost rate of 141.53%, facilities capital cost of money rate of 0.32% and expressed the opinion that these rates present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of VS Engineering, Inc. for the period ending December 31, 2016.

Indiana Department of Transportation (INDOT) accepts the use of these rates for invoicing of services provided during the firm's fiscal period covered by this report, for contracts with or administered through the agency. Acceptance of these rates for this use does not constitute "establishment of a rate by a cognizant agency" for the purpose of applying the regulations published in Title 23 CFR Sect. 172.7. INDOT also accepts the use of these rates as provisional rates for estimating, negotiating and billing current contracts with or administered through the agency. This provisional rate acceptance expires June 30, 2018. Costs billed to contracts with federal participation are subject to audit for compliance with the cost principles contained in 48 CFR Part 31. With the financial prequalification accepted at the CPA Audited Level, this firm is not restricted to total annual billings of less than \$250,000.00 for a contract or contracts with or administered through INDOT.

Total wages and salaries (not including bonuses, profit share, company retirement contributions, or other unallowable forms of indirect compensation) were submitted as \$3,794,797 Direct and \$2,983,290 Indirect, for a total of \$6,778,087.



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

The audited financial submission for this firm documents the separation of direct and unallowable indirect vehicle operating cost, from allowable indirect vehicle operating costs. This firm may bill and be reimbursed for direct miles billed for contracted services in accordance with State statute and policy. The firm submitted an audited mileage rate of \$0.38.

Issues concerning the financial data submitted to the Agency and the allowable indirect cost rates accepted by External Audit are subject to the following procedures. All CPA workpapers used as the basis to establish an audited overhead rate must be made available to INDOT for review at a location of mutual agreement, as determined by INDOT and the consultant firm. The consultant firm named above is solely responsible for all costs billed by the firm's Independent CPA related to the review of the auditor's work papers by the agency. INDOT and American Council of Engineering Companies agreed to the implementation of a Dispute Resolution Procedure effective January 1, 2008. Firms wishing to dispute the indirect cost rates allowed by the agency may request a meeting with David Brewer, Manager of External Audit, (dbrewer1@indot.in.gov).

This letter is for internal use only and shall not be used for any other purpose. Occasionally, INDOT receives requests from other state transportation agencies to share the financial data for firms providing financial prequalification submissions to our agency, and we may respond to those requests. Firms offering "engineering and design services", as defined under 23 USC 112(b) (2) (A), who have submitted financial data for Prequalification with INDOT will receive a notification from External Audit summarizing any such data provided and identifying the agency and contact person receiving the information.

If you have any questions or concerns regarding your financial submission or the allowable indirect cost rate for your firm, you may contact External Audit directly.

Sincerely,

Natalya Thomas, Auditor
Phone: 317-232-5472
NThomas@INDOT.IN.GOV

cc: Sanjay B. Patel, VS Engineering, Inc.
David E. Brewer, Manager of External Audit, INDOT
Jose Murillo, Prequalification Engineer, INDOT
John Leming, Consultant Prequalification Analyst, INDOT



Board of Public Works Staff Report

Project/Event: Oak Tree Pruning at 3rd Street and Hillsdale Drive

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: December 12, 2017

As part of the 3rd and Woodscrest Intersection Improvements Project, there is an oak tree in the northeast corner of the intersection that needs to be pruned. With assistance from the City's Urban Forester, staff recently solicited quotes for having the oak tree pruned.

The results are as follows:

Mominee Tree Company, LLC - \$500.00

Staff reviewed the quote and recommends awarding the contract to Mominee Tree Company LLC for the pruning of the oak tree at 3rd and Hillsdale.

This work is locally funded.

Recommend ☒ **Approval** ☐ **Denial by** **Matt Smethurst**

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

MOMINEE TREE COMPANY LLC

FOR

Oak Tree Pruning at 3rd Street and Hillsdale Drive

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for tree pruning and tree growth management, (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 on or before 2/28/2018, 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 claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed Five Hundred Dollars and Zero Cents (\$500.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 Escrow Agent The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or

any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03. Successors and Assigns

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

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

5.04. Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance 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 City Engineer and are not subject to arbitration.

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

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and 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	Mominee Tree Company LLC
Attn: Matt Smethurst, Project Manager	Attn: Brett Mominee
P.O. Box 100 Suite 130	4101 E. Boltinghouse Road
Bloomington, Indiana 47402	Bloomington, Indiana 47408

5.15. Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16. Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17. Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18. Verification of Employees' Immigration Status

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Mominee Tree Company LLC

BY: _____

BY: _____

Kyla Cox Deckard, President

Contractor Representative

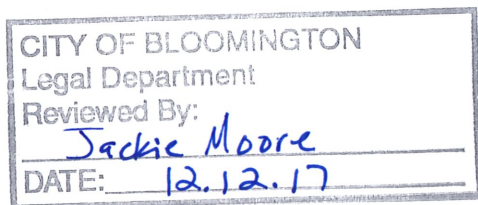
Kelly M. Boatman, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington



CITY OF BLOOMINGTON
Controller
Reviewed by: _____
DATE: 12-12-17
FUND/ACCT: 978-0616A-84510

ATTACHMENT 'A'

"SCOPE OF WORK"

Oak Tree Pruning at 3rd Street and Hillsdale Drive

This project shall include, but is not limited to the removal (pruning) of deadwood from oak tree on northeast corner of 3rd Street and Hillsdale Drive. Also includes removal of all debris from pruning operation.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)

) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by
the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"AFFIDAVIT"

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF _____)
)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: _____



Board of Public Works Staff Report

Project/Event: Request to encroach into the public right-of-way at the Bloomington Bagel Company at 113 N Dunn Street.

Staff Representative: Dan Backler

Petitioner/Representative: Bloomington Bagel Company, LLC/Steve Brehob

Date: December 12, 2017

Report: Bloomington Bagel Company, LLC has recently completed a new building at 113 N Dunn Street. The petitioner is requesting permission to encroach into the public right of way with several building features. The proposed architectural encroachment consists of an aluminum awning. This encroachment requires Board of Public Works approval. There are also a number of items that, pursuant to Amended Resolution 2016-02 could be accepted at the staff level. In an effort to address all of these encroachments in a single resolution, these items have been included in the resolution as well. Those encroachments are as follows: One fire department connection, one grease interceptor, one post indicator valve, and two bicycle racks.

Recommendation and Supporting Justification: This project was approved by the Plan Commission with the building features included. The encroachments are typical of a downtown structure and will not impede pedestrian traffic. A resolution with a hold harmless agreement has been prepared by city staff which will need to be signed by the petitioners. Staff recommends approval.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-104**

Encroachments at 113 North Dunn Street

WHEREAS, BLOOMINGTON BAGEL CO., LLC (“Owner”), owns the real property located at 113 N DUNN ST, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2003035625 in the Office of the Recorder of Monroe County, Indiana; and

WHEREAS, the City of Bloomington (“City”) has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including airways over sidewalks; and

WHEREAS, Owner is constructing a new building at this location; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: ONE (1) FIRE DEPARTMENT CONNECTION, ONE (1) POST INDICATOR VALVE, ONE (1) GREASE INTERCEPTOR and TWO (2) BIKE RACKS as depicted in “Exhibit A”, AND ONE (1) ALUMINUM AWNING AS DEPICTED IN “EXHIBIT B.”

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the above described encroachments over and upon the public right of way, provided that:

1. Owner shall be allowed to install the following encroachments in the right of way: ONE (1) FIRE DEPARTMENT CONNECTION, ONE (1) POST INDICATOR VALVE, ONE (1) GREASE INTERCEPTOR, TWO (2) BIKE RACKS, AND ONE (1) ALUMINUM AWNING adjacent to its property located at 113 N DUNN ST.
2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
3. The encroachments shall not deviate from the design which is depicted in Exhibits A and B of this Resolution. Exhibits A and B are attached hereto and incorporated herein.

4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
6. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in

death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, 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. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by BLOOMINGTON BAGEL CO., LLC; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
- 12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. BLOOMINGTON BAGEL CO., LLC, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 13. SUZANNE AQUILA, as PRESIDENT of BLOOMINGTON BAGEL CO., LLC, agrees by signing that she has full power by proper action to enter into this agreement and has authority to do so.

Signed this _____ day of _____, 2017.

Board of Public Works

BLOOMINGTON BAGEL CO., LLC

Kyla Cox Deckard, President

Suzanne Aquila, President

Kelly M. Boatman

Date

Dana Palazzo

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Suzanne Aquila, President of Bloomington Bagel Co., LLC, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2017.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Kelly M. Boatman, and Dana Palazzo, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2017.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____
County of Residence: _____

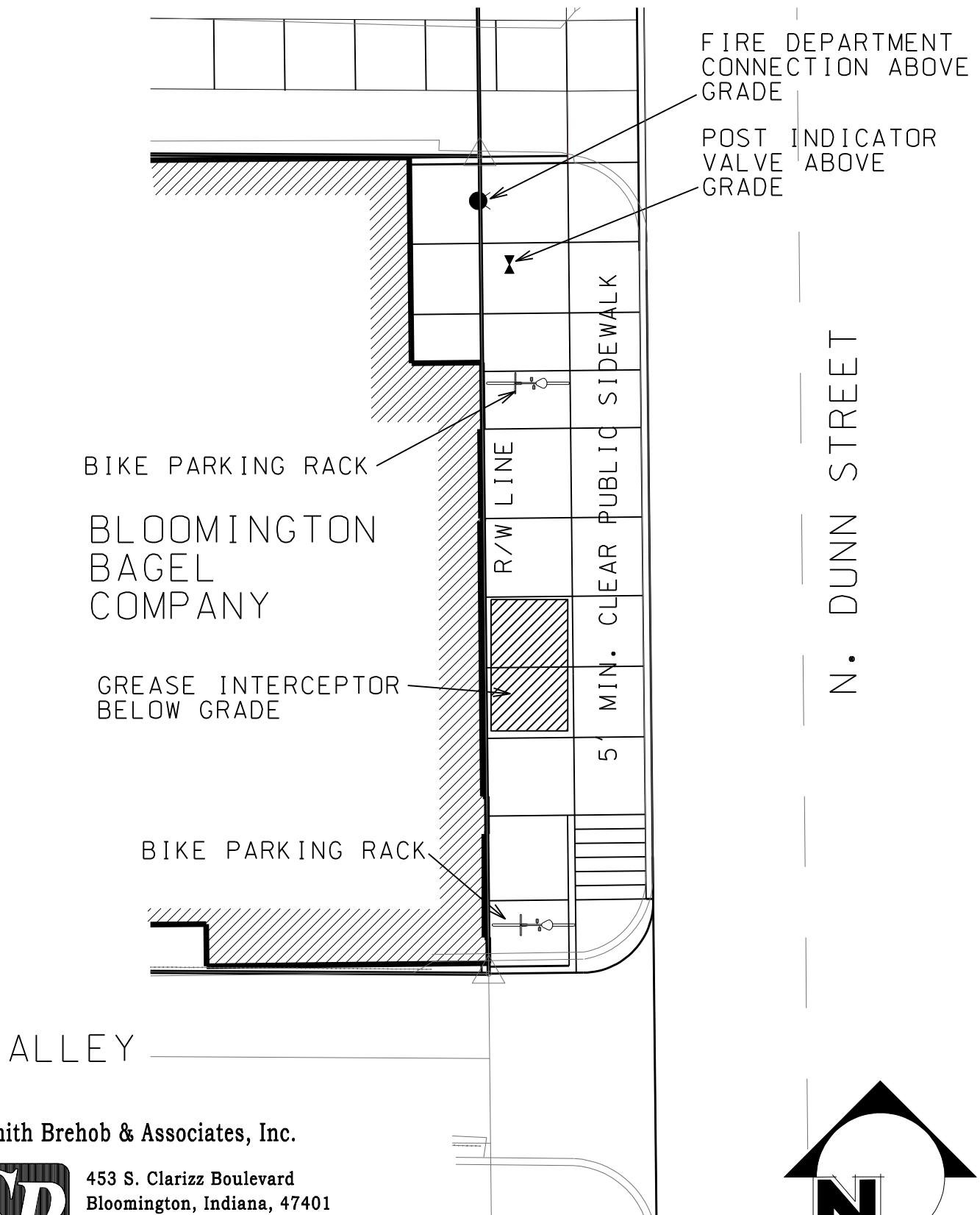
Printed Name

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

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.

BLOOMINGTON BAGEL COMPANY
113 N DUNN STREET
R/W ENCROACHMENTS

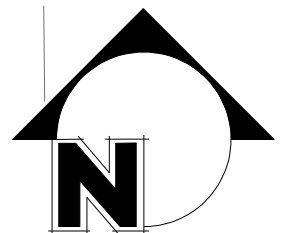
EXHIBIT A



Smith Brehob & Associates, Inc.



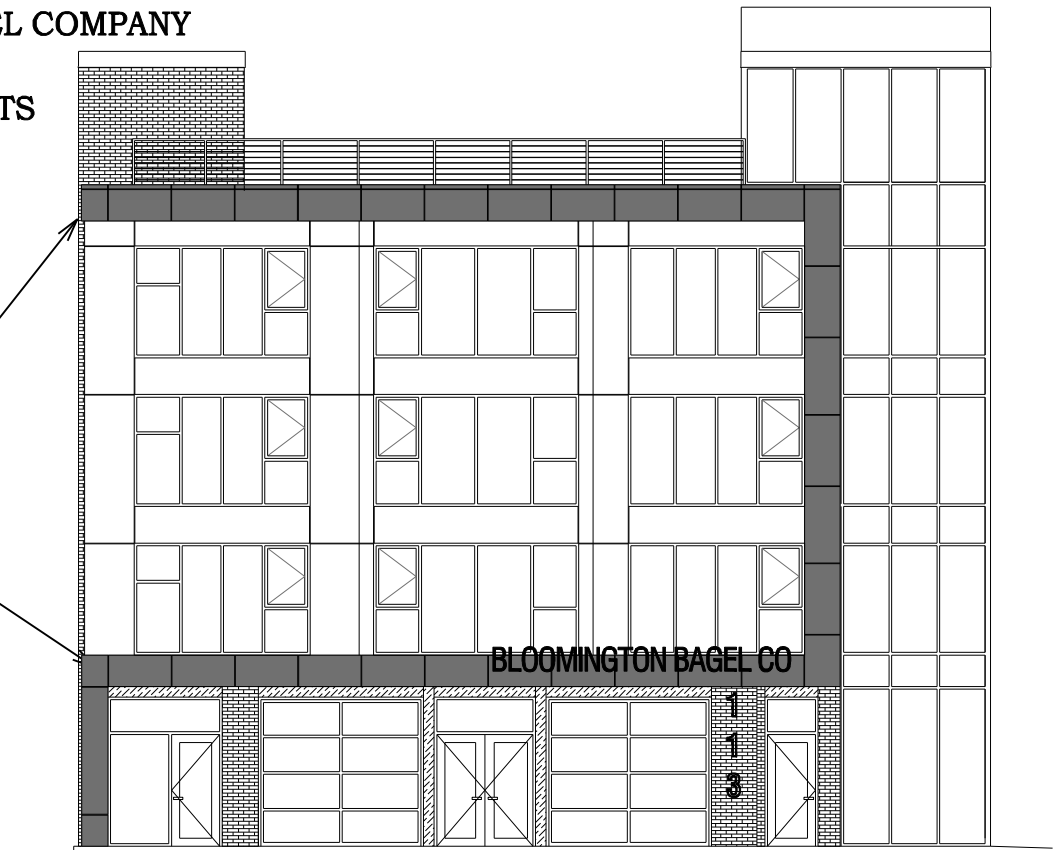
453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>



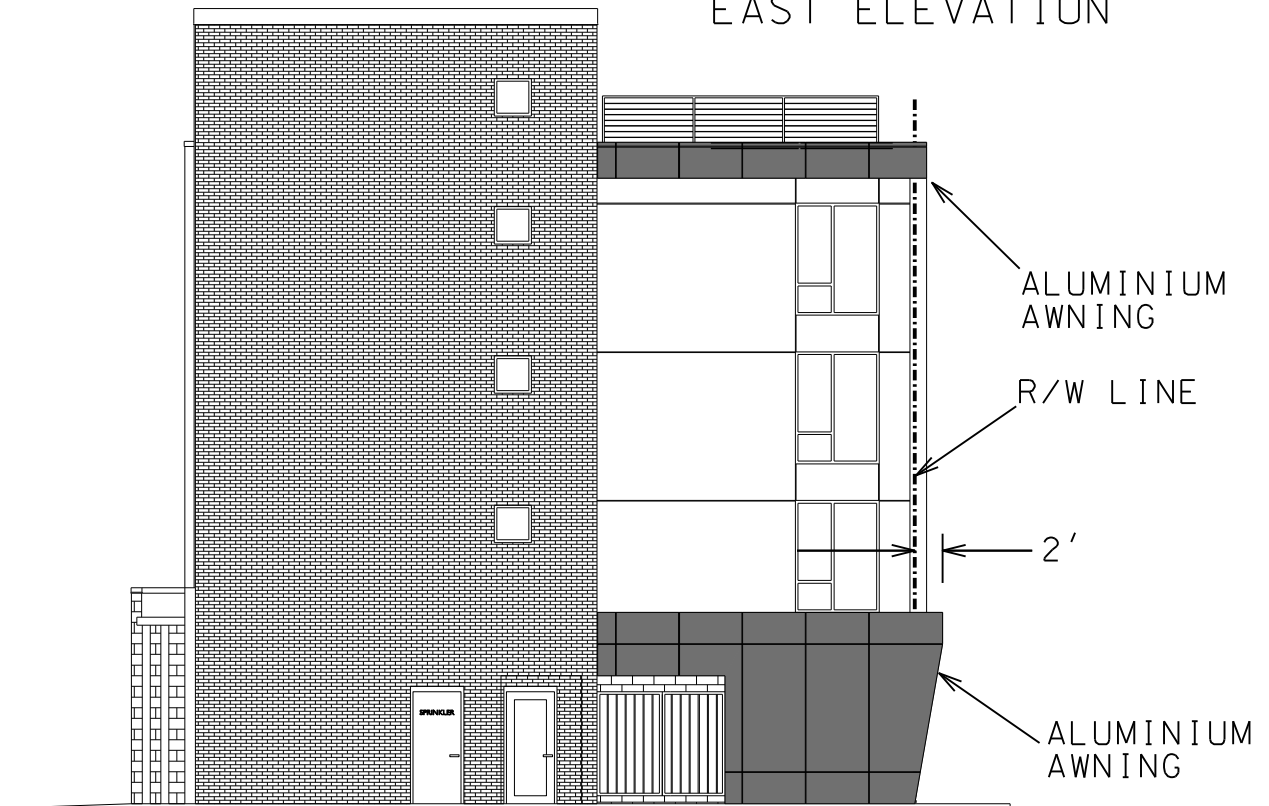
SCALE: 1" = 10'

BLOOMINGTON BAGEL COMPANY
113 N DUNN STREET
R/W ENCROACHMENTS

ALUMINIUM
 AWNING



EAST ELEVATION



SOUTH ELEVATION

Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6536
 Fax: (812) 336-0513
 Web: <http://smithbrehob.com>



Board of Public Works Staff Report

Project/Event: Request to encroach into the public right of way at the Graduate Hotel at 210 E Kirkwood Avenue.

Staff Representative: Dan Backler

Petitioner/Representative: Graduate Bloomington Owner LLC/Steve Brehob

Date: December 12, 2017

Report: Graduate Bloomington Owner LLC is in the process of building a new hotel at the corner of Lincoln and Kirkwood. The petitioner is requesting permission to encroach into the public right of way with several building features. The proposed encroachments include two different roof overhangs, a feature wall, a canopy, a set of steps with railings, two street benches and a frieze that is featured along most of the building. These encroachments require Board of Public Works approval. There are also a number of items that, pursuant to Amended Resolution 2016-02 could be accepted at the staff level. In an effort to address all of these encroachments on a single resolution, these items have been included in the resolution as well. Those encroachments are as follows: One fire department connection, one water meter, one post indicator valve, four street lights, and five bicycle racks.

Recommendation and Supporting Justification: This project was approved by the Plan Commission with the building features included. The encroachments are typical of a downtown structure and will not impede pedestrian traffic. A resolution has been prepared by city staff which will need to be signed by the petitioners. Staff recommends approval.

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

**BOARD OF PUBLIC WORKS
RESOLUTION 2017-105**

Encroachments at 210 E KIRKWOOD AVENUE

WHEREAS, GRADUATE BLOOMINGTON OWNER LLC (“Owner”), owns the real property located at 210 E KIRKWOOD AVENUE, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2017001949 in the Office of the Recorder of Monroe County, Indiana; and

WHEREAS, the City of Bloomington (“City”) has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including airways over sidewalks; and

WHEREAS, Owner is constructing a new building at this location; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: ONE (1) FIRE DEPARTMENT CONNECTION, ONE (1) POST INDICATOR VALVE AND ONE (1) WATER METER AS DEPICTED IN “EXHIBIT A” AND FOUR (4) STREET LIGHTS, FIVE (5) BICYCLE RACKS, AND TWO (2) STREET BENCHES AS DEPICTED IN “EXHIBIT B” AND “EXHIBIT C” AND ONE (1) SET OF STEPS AND ONE (1) SET OF RAILINGS AS DEPICTED IN “EXHIBIT D” AND TWO (2) ROOF OVERHANGS AS DEPICTED IN “EXHIBIT E” AND “EXHIBIT F” AND ONE (1) FEATURE WALL AS DEPICTED IN “EXHIBIT E,” “EXHIBIT F” AND “EXHIBIT H” AND ONE (1) CANOPY AS DEPICTED IN “EXHIBIT E” AND “EXHIBIT G” AND TWO (2) FORMED METAL FRIEZES AS DEPICTED IN “EXHIBIT E” AND “EXHIBIT H”.

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the above described encroachments over and upon the public right of way, provided that:

1. Owner shall be allowed to install the following encroachments in the right of way: ONE (1) FIRE DEPARTMENT CONNECTION, ONE (1) POST INDICATOR VALVE, ONE (1) WATER METER, FOUR (4) STREET LIGHTS, FIVE (5) BICYCLE RACKS, TWO (2) STREET BENCHES, ONE (1) SET OF STEPS, ONE (1) SET OF RAILINGS, TWO (2) ROOF OVERHANGS, ONE (1) FEATURE WALL, ONE (1) CANOPY, AND TWO (2) FORMED METAL FRIEZES adjacent to its property located at 210 E KIRKWOOD AVENUE.

2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
3. The encroachments shall not deviate from the design which is depicted in Exhibits A through I of this Resolution. Exhibits A through I are attached hereto and incorporated herein.
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
5. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
6. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
7. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
8. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
9. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
10. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage,

claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said property, and for the same consideration hereby agrees to indemnify, defend, hold harmless, release, waive and forever discharge the City, its officers, directors, agents, employees, successors and assigns, and all other persons and entities associated with the City, for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, 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. Owner expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by GRADUATE BLOOMINGTON OWNER LLC; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
- 12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. GRADUATE BLOOMINGTON OWNER LLC expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 13. TIMOTHY G. FRANZEN, as AUTHORIZED SIGNATORY for GRADUATE BLOOMINGTON OWNER LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Signed this _____ day of _____, 2017.

Board of Public Works

**GRADUATE BLOOMINGTON
OWNER LLC**

Kyla Cox Deckard, President

TIMOTHY G. FRANZEN,
AUTHORIZED SIGNATORY

Kelly M. Boatman

Date

Dana Palazzo

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, TIMOTHY G. FRANZEN, Authorized Signatory of GRADUATE BLOOMINGTON OWNER LLC and acknowledged the execution of the foregoing instrument this _____ day of _____, 2017.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

County of Residence: _____

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Kelly M. Boatman and Dana Palazzo, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2017.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

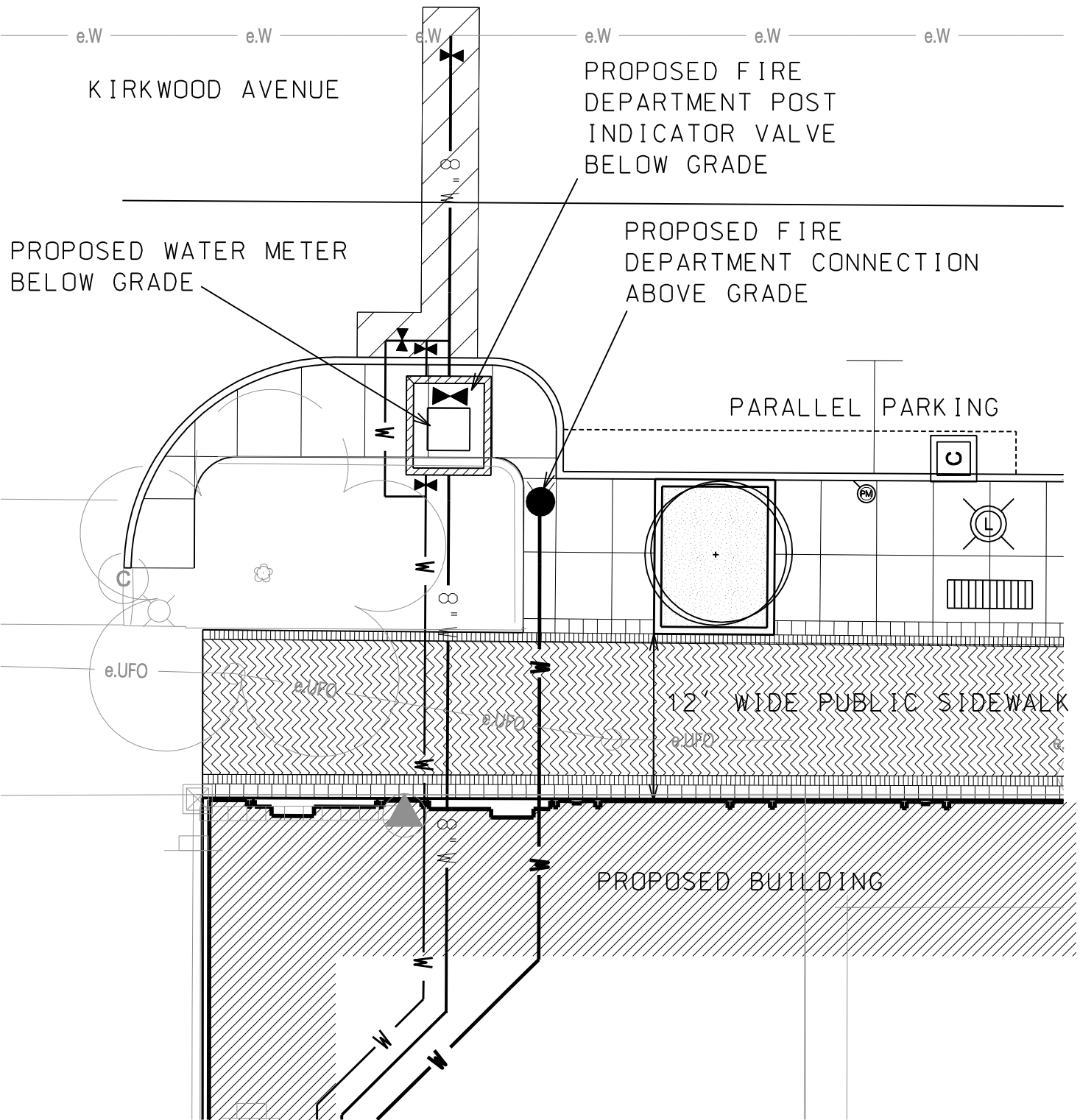
County of Residence: _____

Printed Name

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

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.

GRADUATE HOTEL
FIRE LINE APPURTENANCES
RIGHT-OF-WAY ENCROACHMENTS

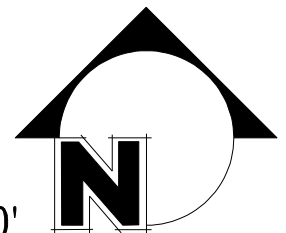


Smith Brehob & Associates, Inc.



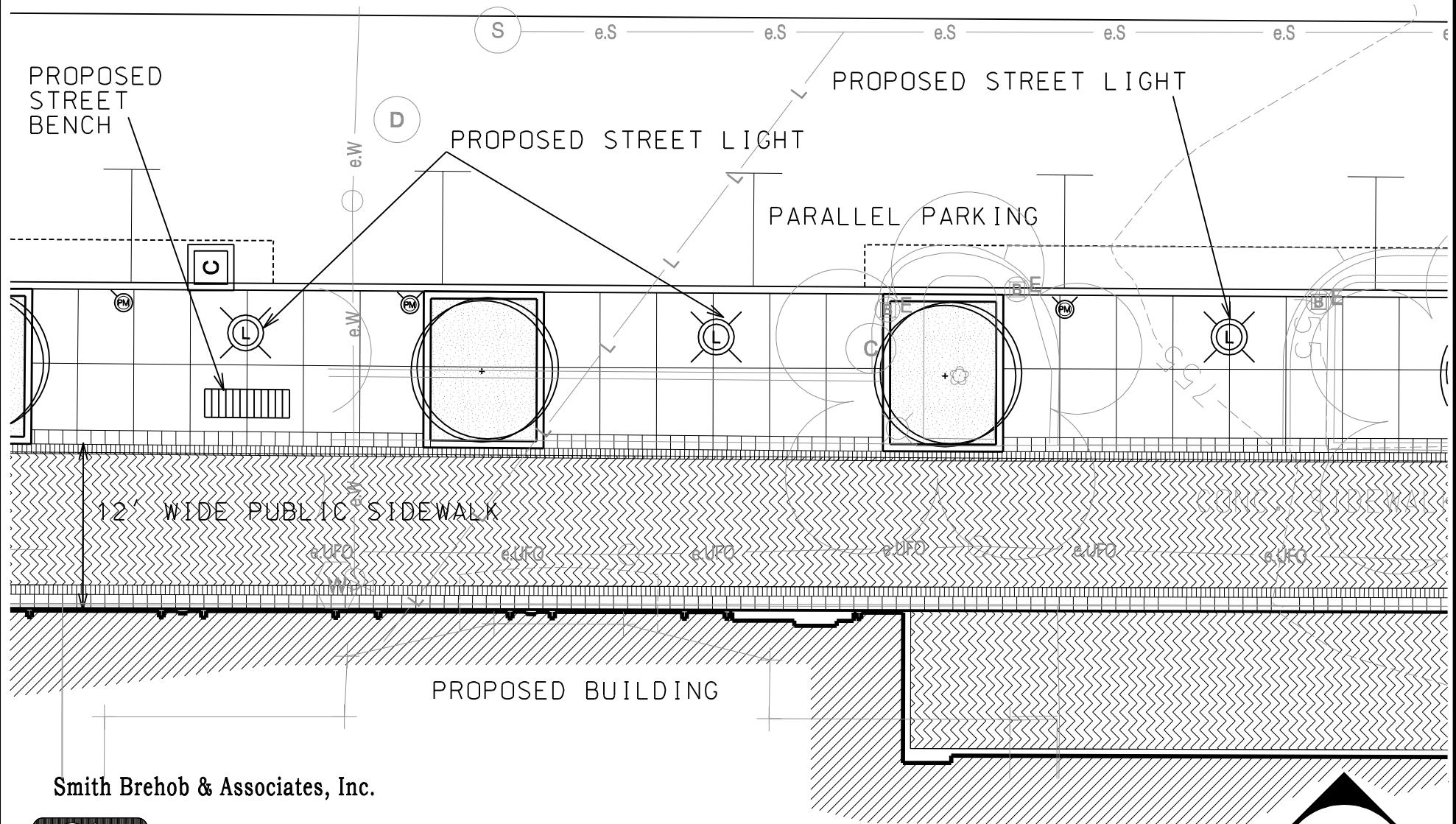
453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>

SCALE: 1" = 10'



GRADUATE HOTEL
STREET FURNISHINGS
RIGHT-OF-WAY ENCROACHMENTS

KIRKWOOD AVENUE

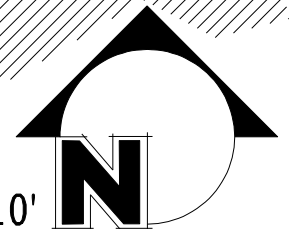


Smith Brehob & Associates, Inc.



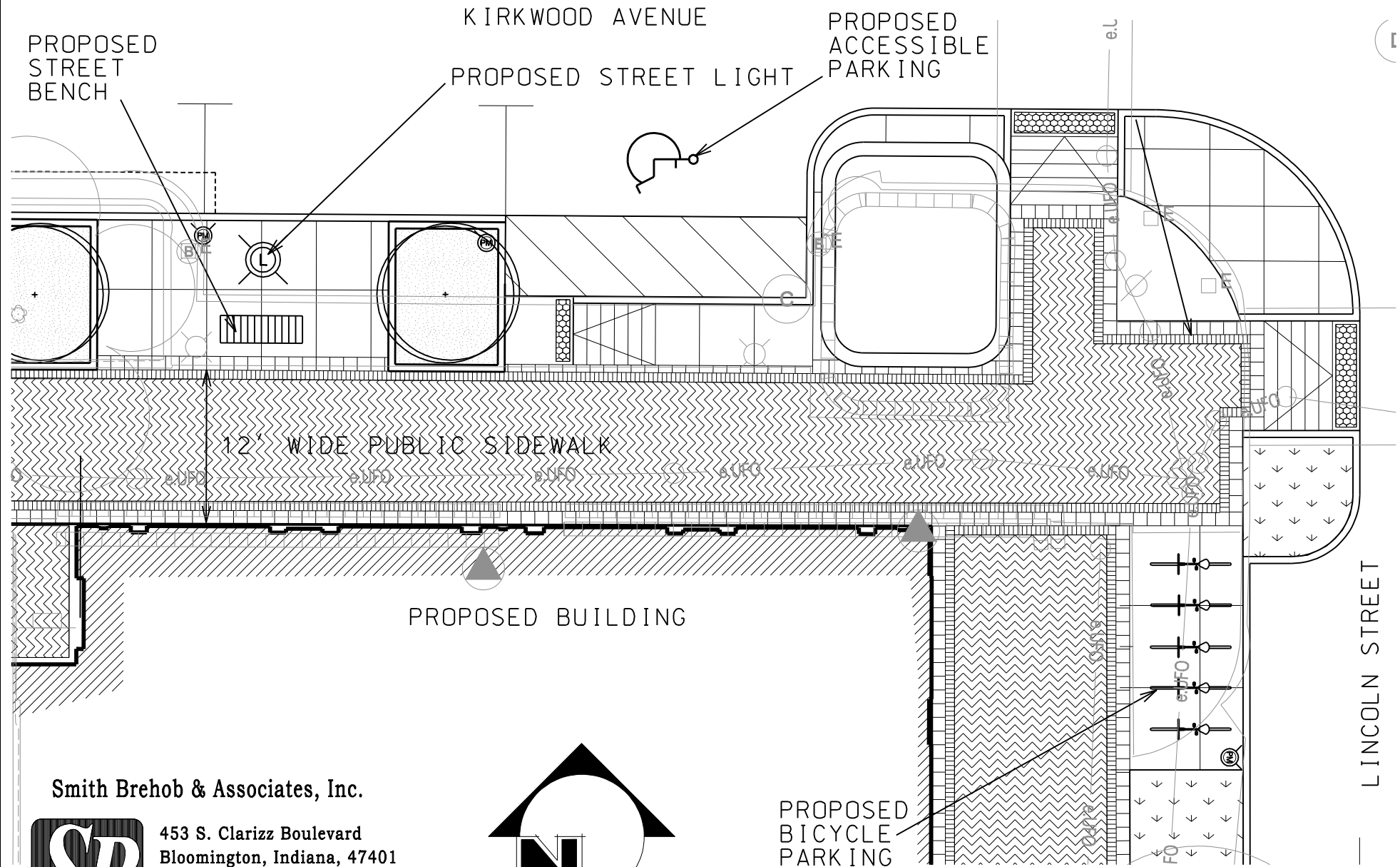
453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>

SCALE: 1" = 10'



GRADUATE HOTEL
STREET FURNISHINGS
RIGHT-OF-WAY ENCROACHMENTS

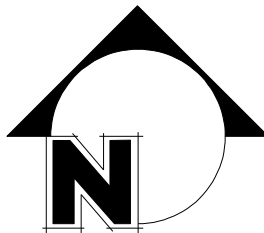
EXHIBIT C



Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
Bloomington, Indiana, 47401
Telephone: (812) 336-6536
Fax: (812) 336-0513
Web: <http://smithbrehob.com>



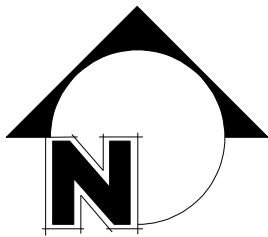
SCALE: 1" = 10'

**GRADUATE HOTEL
STAIRS, HANDRAIL AND PLANTER
RIGHT-OF-WAY ENCROACHMENTS**

EXHIBIT D

PROPOSED LANDSCAPE BED
AROUND EXISTING TREES

PROPOSED BUILDING



SCALE: 1" = 10'

PROPOSED LANDSCAPE BED
AROUND EXISTING TREES

Smith Brehob & Associates, Inc.



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Bloomington, Indiana, 47401
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Fax: (812) 336-0513
Web: <http://smithbrehob.com>

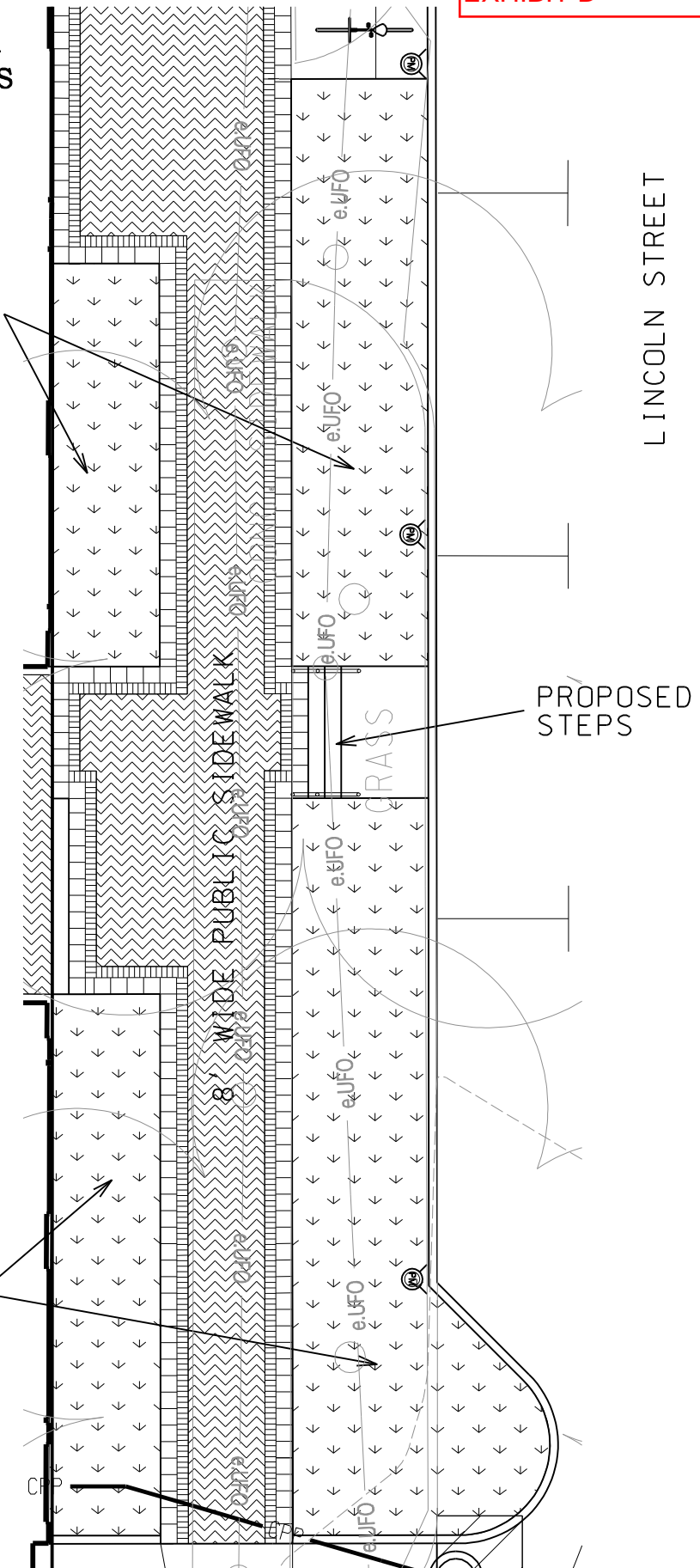
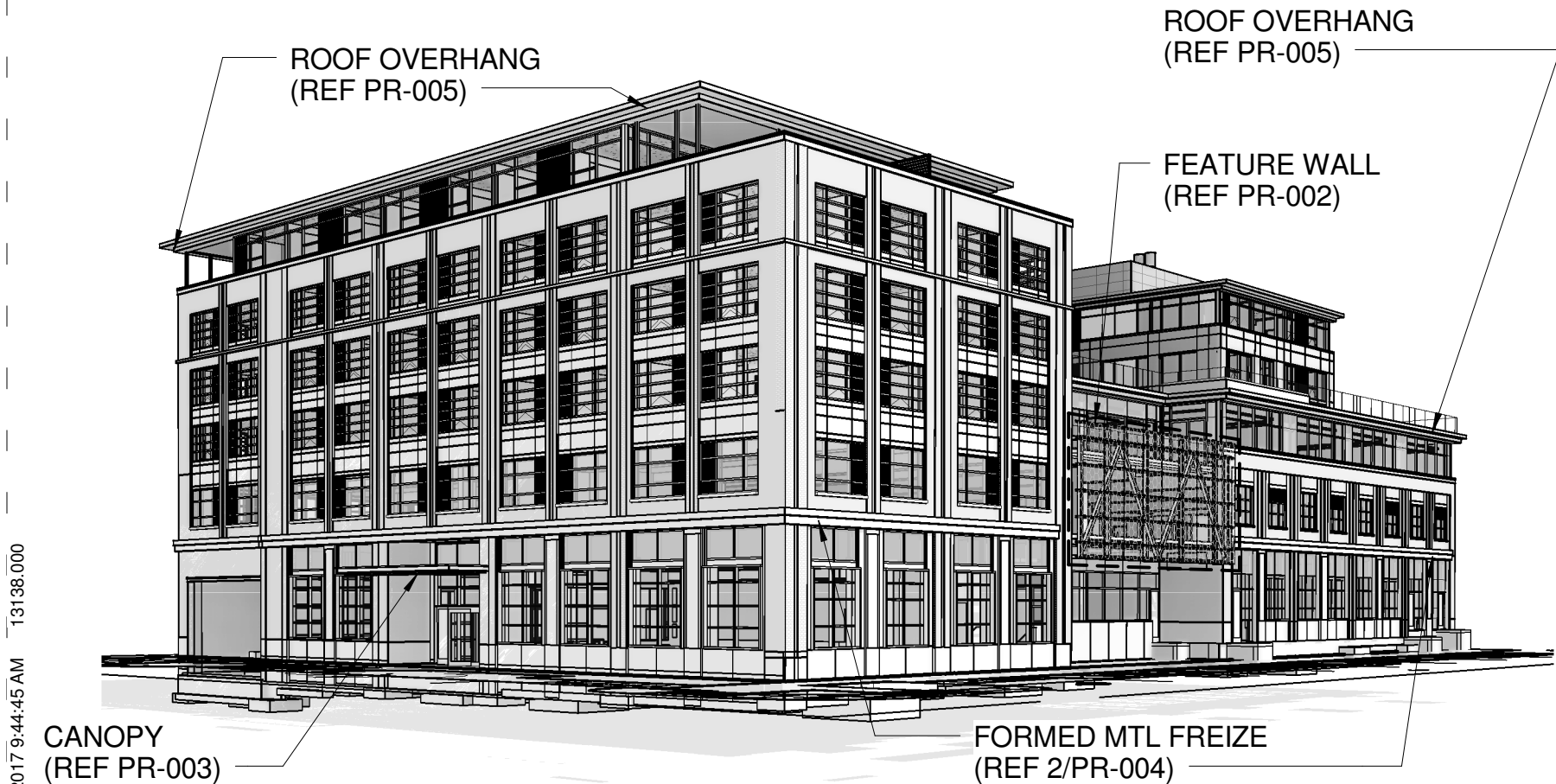


EXHIBIT E

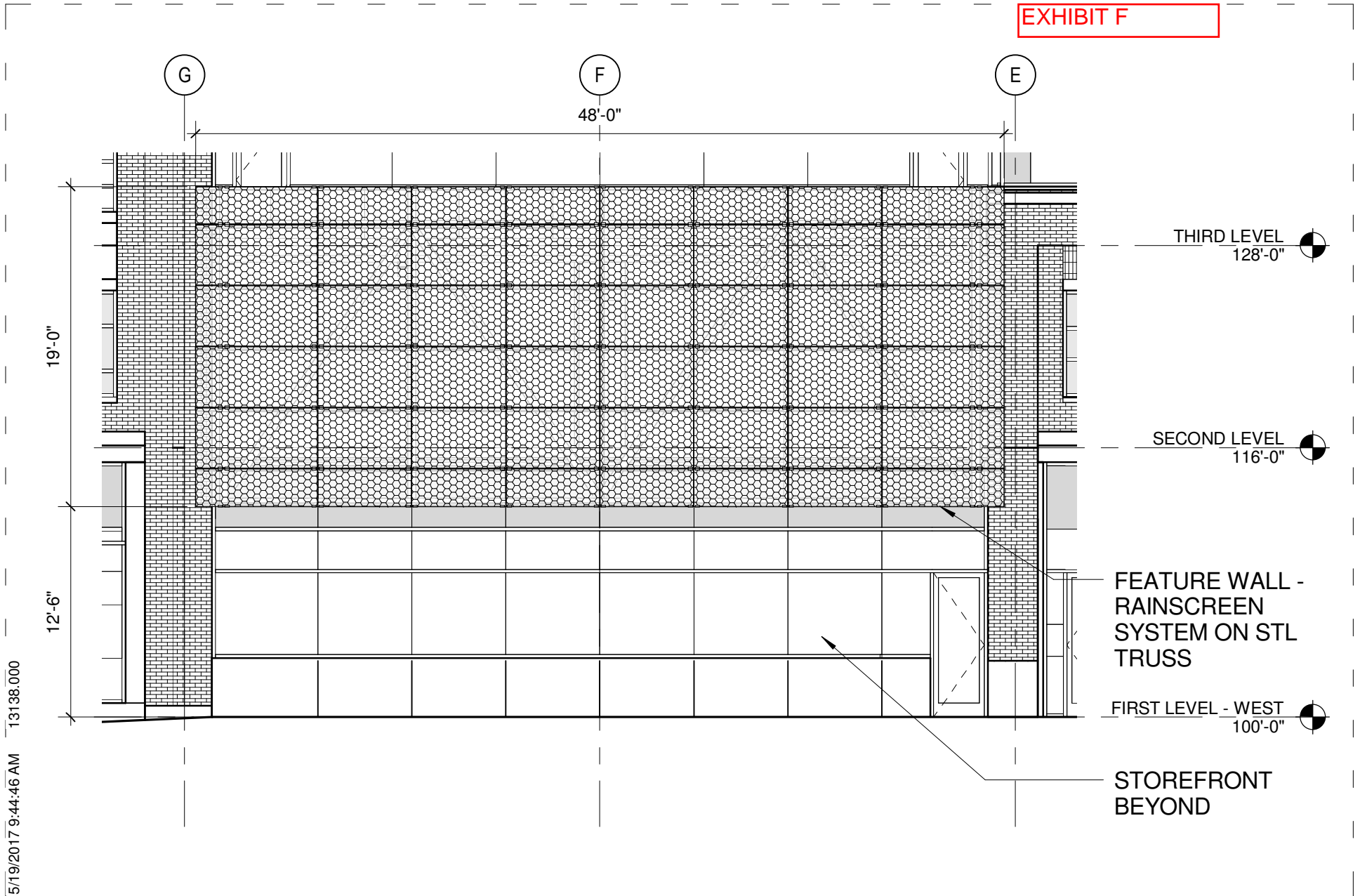


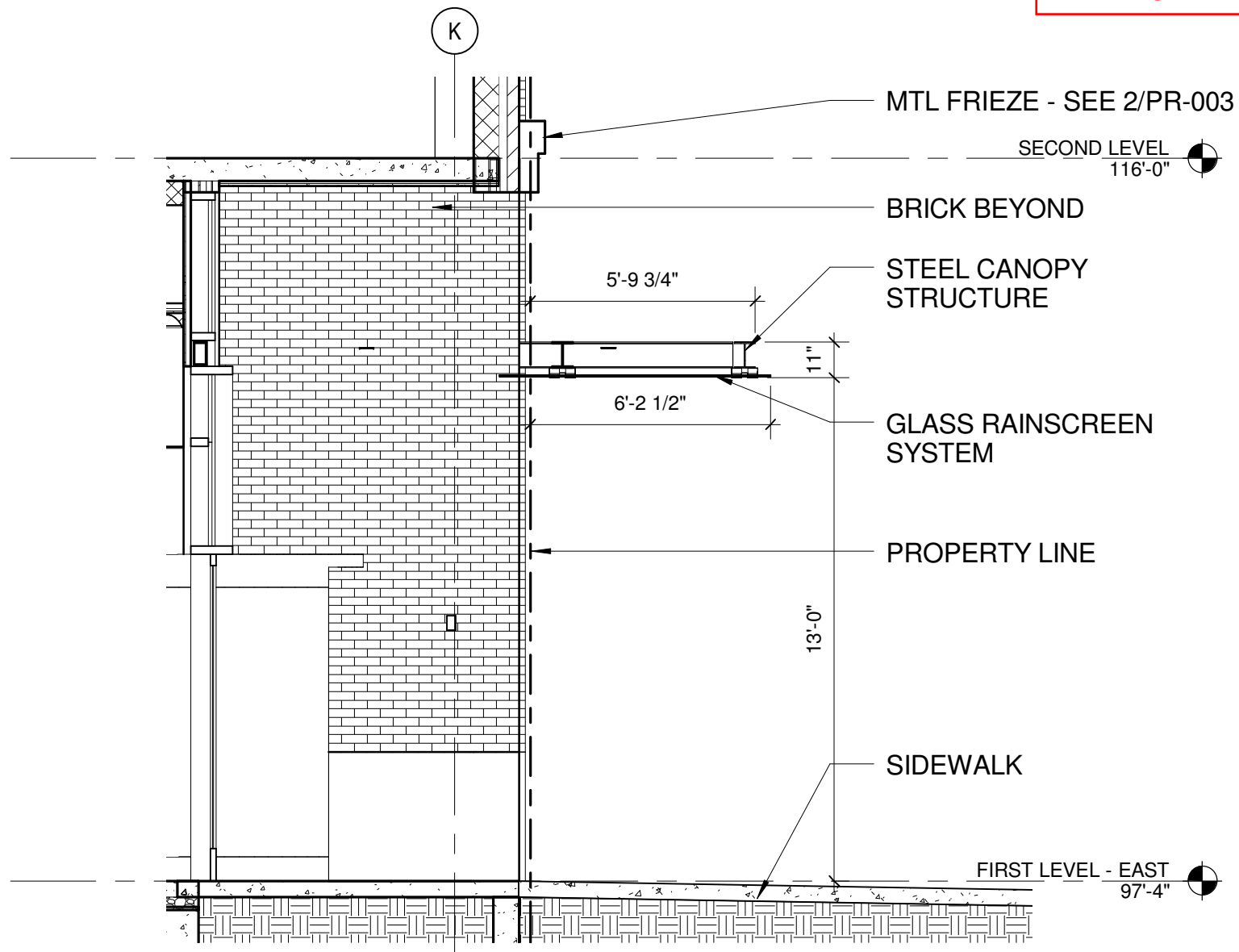
VIEW FROM KIRKWOOD AND LINCOLN

GRADUATE HOTEL



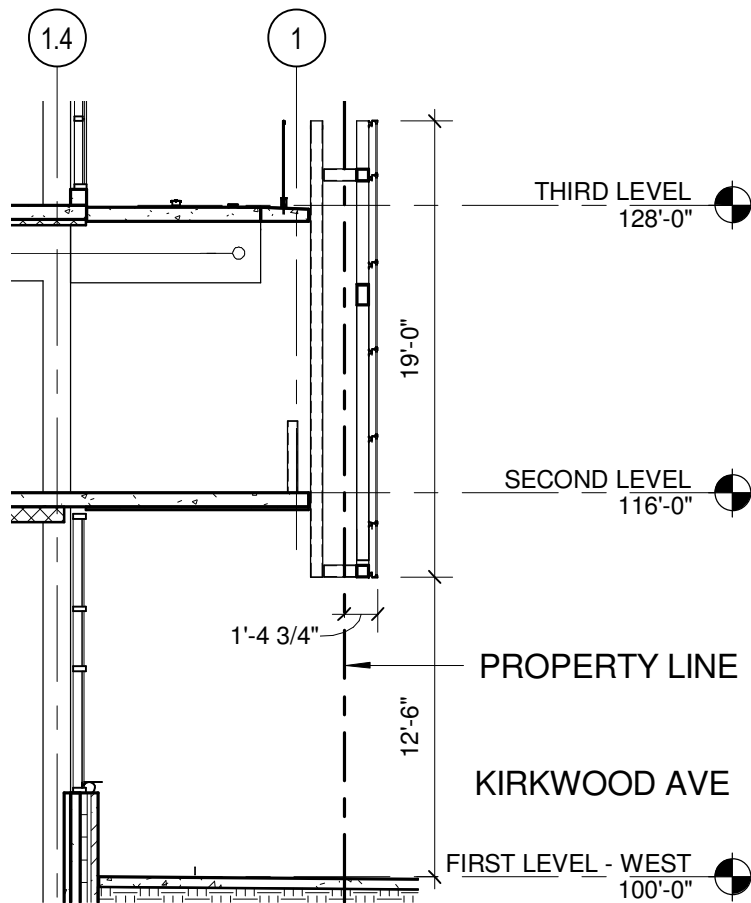
EXHIBIT F





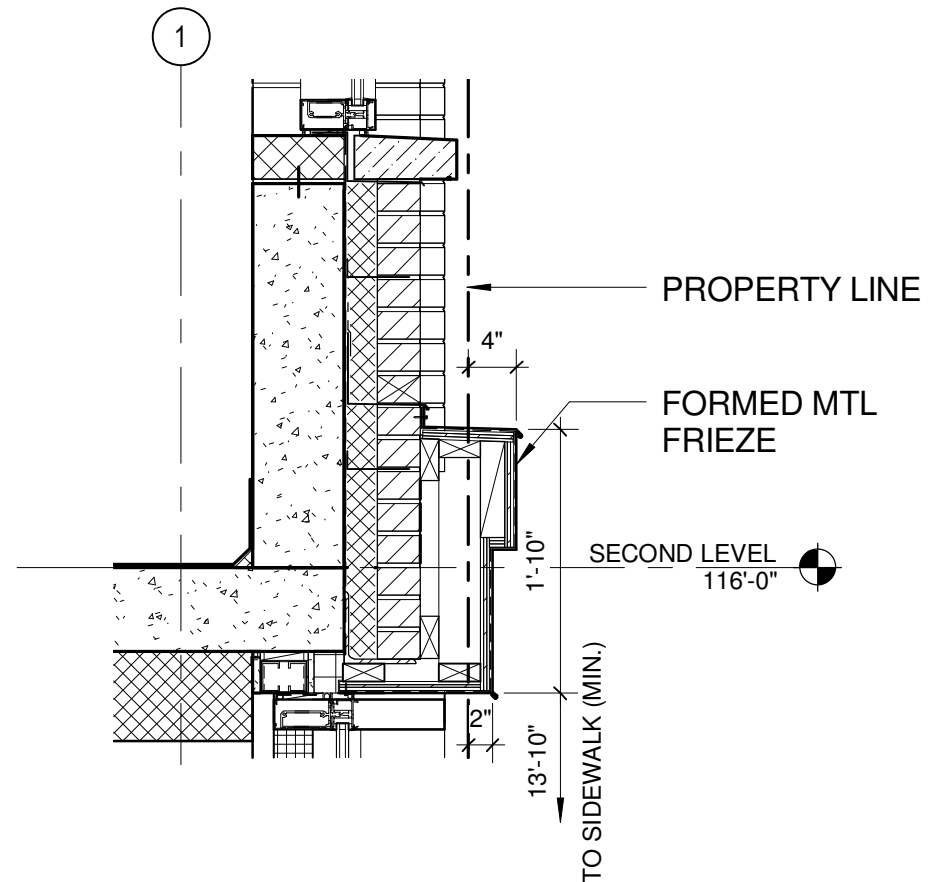
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FEATURE WALL SECTION

1/8" = 1'-0"



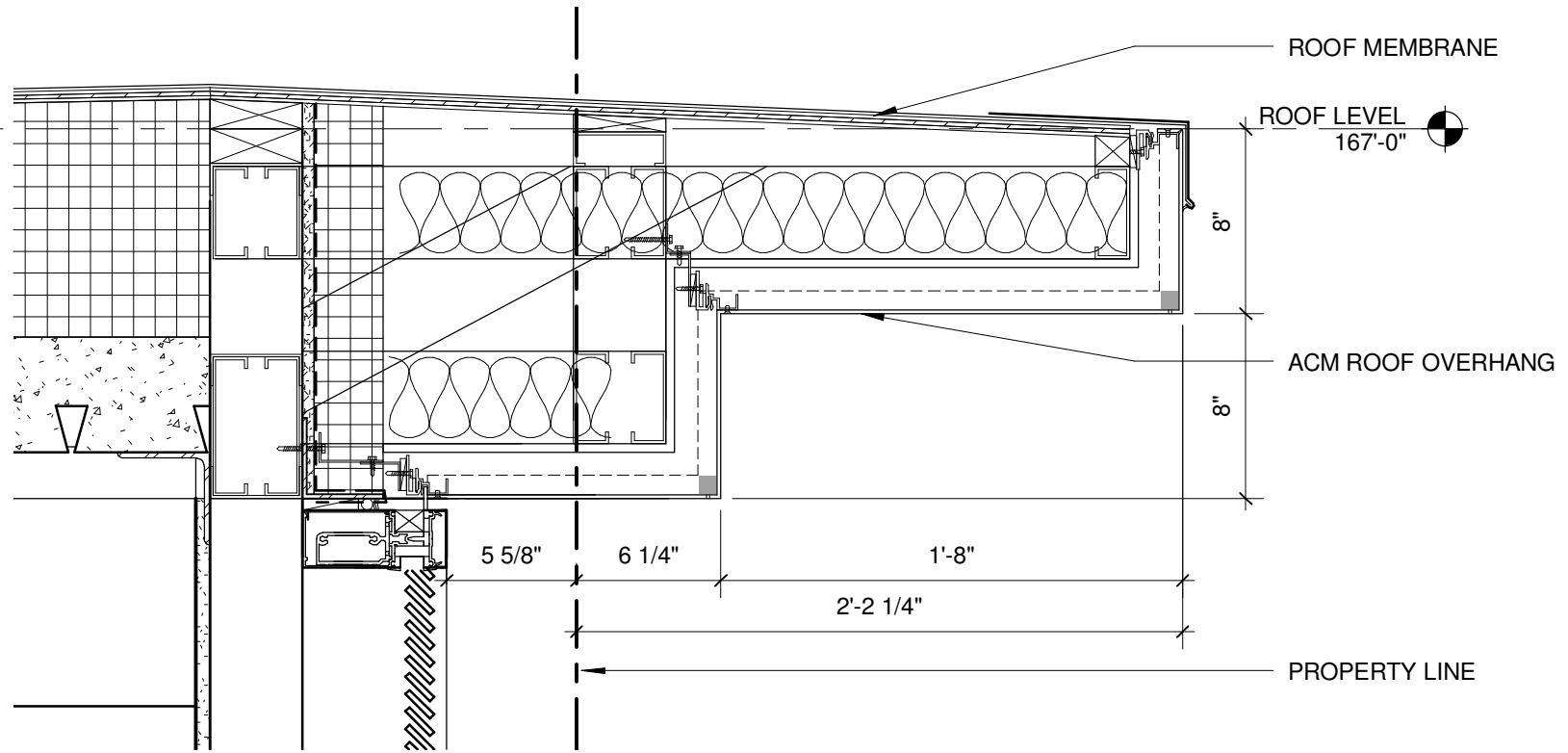
TYP. FRIEZE DETAIL

3/4" = 1'-0"

5/19/2017 9:44:47 AM 13138.000



EXHIBIT I



GRADUATE HOTEL

TYPICAL ROOF OVERHANG



RATIO



Board of Public Works Staff Report

Project/Event: Resolution 2017-106 Public Need to Purchase Right of Way for the 17th Street Reconstruction Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 12/12/2017

Report: This project will reconstruct W 17th Street between the Vernal Pike/W 17th St overpass and the roundabout at the intersection of 17th Street and Arlington Road/Monroe Street. The project includes sidewalk and multiuse path construction, storm water improvements, sight distance improvements, and other geometric modifications. Right of way acquisition will begin within the next few months and construction is expected to be complete by the end of 2019.

The project will require purchase of additional right of way from up to nineteen parcels. If approved by the Board, this resolution will confirm that the Project serves a public purpose and will authorize the right of way acquisition.

Recommendation and Supporting Justification: Staff recommends that the Board approve Resolution 2017-106 Public Need to Purchase Right of Way for the 17th Street Reconstruction Project.

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

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

*Design and ROW Services are part of one contract.

RESOLUTION 2017-106
BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to do construction improvements along 17th Street (between Crescent Road and Monroe Street) that will include pavement improvements, sidewalk construction (south side), multiuse path construction (north side), sight distance improvements, storm water improvements, utility relocations, and other geometric modifications in Bloomington, Indiana; and

WHEREAS, the City has determined that there is a need for the Project, and that it will serve a public purpose and be of public benefit, and has appropriated money to finance construction of the Project; and

WHEREAS, it is necessary to acquire land and/or easements for construction of the Project from the property owners listed in Attachment A, incorporated herein by reference;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Project serves a public purpose and will benefit the citizens of Bloomington and Monroe County, Indiana.
2. The acquisition of the land and easements from the property owners listed on Attachment A is hereby authorized. In the event the City is unable to reach agreement with a property owner regarding the purchase of the land or easement within thirty (30) days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1 *et seq.*, the City is hereby authorized to commence eminent domain proceedings.

Approved this _____ day of _____, 20_____.

CITY OF BLOOMINGTON, INDIANA
BOARD OF PUBLIC WORKS

Kyla Cox Deckard

Kelly M. Boatman

Dana Palazzo

Attachment A

Parcel	Owner Name	Property Address	Owner Address	State Parcel ID
1	Baker, Paul A. and Betty L.	1800 W. 17th Street	372 Benham Lane, Springville, IN 47462	53-05-29-300-015.000-005
2	Shelby Bloomington LLC	1750-1754 W. 17th Street	3913 Larry Wayne Drive, Bloomington, IN 47401	53-05-29-300-006.000-005
3	Glick Arlington Park LLC	1320 N. Arlington Park Dr.	P. O. Box 40177, Indianapolis, IN 46240	53-05-29-305-002.000-005
4	Rogers Group, Inc. (c/o Adams Crossing LLC)	W. 17th Street	525 S. Landmark Avenue, Bloomington, IN 47403	53-05-29-305-001.000-005
5	Winkle, Carrie G. and Marion R.	1600 & 1604 W. 17th Street	1600 W. 17th Street, Bloomington, IN 47404	53-05-29-307-002.000-005;
6	Treacy, Kevin J. and Rosemary J.	1504 W. 17th Street	3411 Hoover Street, Kalamazoo, MI 49008	53-05-29-307-001.000-005
7	Temple, Victoria Starkey	1412 W. 17th Street	3770 E. Bluebird Lane, Bloomington, IN 47401	53-05-29-300-014.000-005
8	Rhoads, Gerald R.	1408 W. 17th Street	3770 E. Bluebird Lane, Bloomington, IN 47401	53-05-29-300-013.000-005
9	Ayers, Mark L. and Yula Dawn	1404 W. 17th Street	917 W. Kirkwood Avenue, Bloomington, IN 47404	53-05-29-300-005.000-005
10	Bowman, Jo Lynn and Jon B.	1312 W. 17th Street	1404 W. 17th Street, Bloomington, IN 47404	53-05-29-300-009.000-005
11	Crescent Pointe Housing Partners, LP	Lot 49 - Common Open Space/Drainage Easement	1312 W. 17th Street, Bloomington, IN 47404	53-05-29-300-026.000-005
12	OCS Development	W. 17th Street	3333 Founders Road, Suite 120, Indianapolis, IN 46268	53-05-32-201-091.020-005
13	Stewart, Mary Susannah	1261 N. Lindbergh Drive	3333 Founders Road, Suite 120, Indianapolis, IN 46268	53-05-32-201-098.018-005;
14	Smith, Leonard	1611 W. 17th Street	1261 N. Lindbergh Drive, Bloomington, IN 47404	53-05-32-201-102.019-005
15	Hannum, Randy L.	1605 W. 17th Street	1611 W. 17th Street, Bloomington, IN 47404	53-05-32-201-131.015-005;
16	Szatkowski, David L. Revocable Trust	1505 W. 17th Street	1605 W. 17th Street, Bloomington, IN 47404	53-05-32-201-090.017-005
17	Smith, Karen S. and Charles H.	1411 W. 17th Street	825 W. Gourley Pike, Bloomington, IN 47404	53-05-32-201-097.013-005
18	Ayers, Austin L. and Mary C.	1405 W. 17th Street	1405 W. 17th Street, Bloomington, IN 47404	53-05-32-201-099.011-005;
19	Roualet, Timothy W. and Sharon M.	1311 W. 17th Street	1311 W. 17th Street, Bloomington, IN 47404	53-03-32-201-119.012-005
				53-05-32-201-100.010-005;
				53-05-32-201-120.009-005
				(+ 2 others)
				53-05-32-201-074.006-005;
				53-05-32-201-073.006-005
				53-05-32-201-071.000-005
				53-05-32-201-089.000-005;
				53-05-32-201-072.000-005;
				53-05-32-201-101.000-005



Board of Public Works Staff Report

Project/Event: Approval of the Contract for Signal Timing On-Call Services with American Structurepoint Inc.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 12/12/2017

Report: Work to be completed under this contract includes traffic signal timing development and deployment, traffic simulations, intersection analyses, traffic signal design reviews, and other similar tasks. This work would be completed on an on-call basis as requested by the City.

American Structurepoint was selected from the City's on-call engineering services list for this contract based on their extensive experience with Bloomington's traffic signals from a recent citywide signal retiming project. The total contract is set at a not-to-exceed amount of \$30,000.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Contract for Signal Timing On-Call Services with American Structurepoint Inc.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	12/12/2017
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	N/A	--

PROJECT NAME: On-Call Traffic Engineering Services

AGREEMENT FOR CONSULTING SERVICES

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

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide; 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, roadway and traffic design, 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 without written consent from the Board or its designee.

Article 2. Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of Thirty Thousand Dollars **(\$30,000)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

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

Consultant:

American Structurepoint, Inc.
Attn: Patrick O'Connor
7260 Shadeland Station
Indianapolis, Indiana 46256

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

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

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

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

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

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any

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

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard

Consultant

American Structurepoint, Inc.

Patrick O'Connor, PE, PTOE
Project Manager

By: _____
John Hamilton
Mayor

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Traffic Study

- A. The professional traffic engineering services to be provided under this contract may include, but are not limited to, the following items:
1. In-field signal timing reviews to address issues raised by the Board due to proposed changes, MOT/detour routes, or citizen concerns (includes review of intersection and system timings as needed).
 2. Traffic signal timing development and/or retiming of any signal or signal systems within the city.
 3. Special event traffic signal timing for large scale events (includes sporting events, concerts, or festivals).
 4. Maintain and update Citywide Synchro model with timing changes performed by the “Consultant” as well as any provided by the Board. Consultant will provide portions of the models to the Board for distribution to outside parties as requested.
 5. Provide benefit cost analyses of “before” and “after” results of traffic signal retiming efforts.
 6. Maintain and update central signal system database (Aries, Centrac, etc.) with changes performed by the Consultant as well as any provided by the Board. Consultant will be able to review existing database as requested by the Board to determine anticipated signal system operation.
 7. Traffic signal design development as well as review of signal design performed by other consultants for the Board specifically: timing development and clearance calculations as performed by others.
 8. Assist Board with advanced traffic operations needs such as controller, central system upgrades, and traffic responsive or adaptive signal system implementations.
 9. Provide assistance to the Board by helping to implement recommendations (timing, geometry, etc.) and provide technology review when upgrading or making decisions on new technology.
 10. Coordinate traffic data collection (includes intersection turning movement counts, daily traffic counts, and pedestrian counts).
 11. Traffic studies for signals, signs, or markings (includes left-turn arrow analyses, traffic signal warrant analyses, one-way street analyses, and on-street parking studies).
 12. Evaluate intersection design alternatives, identify project priority, and determine potential for phased implementation.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Board's Written Authorization

- A. If authorized in writing by Board, Consultant shall furnish or obtain from others Additional Services of the types listed below.
1. Survey, roadway design, or right-of-way services related to traffic signal design services provided as part of the Basic Services described in Exhibit A, Part 1.
 2. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant or its design requirements including, but not limited to, changes in size, complexity, Board's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Consultant's control.
 3. Services required as a result of Board's providing incomplete or incorrect Project information to Consultant.
 4. Providing renderings or models for Board's use.
 5. Furnishing services of Consultants for other than Basic Services.
 6. Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 7. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
 8. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
 9. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Board.
 10. Preparing to serve or serving as a consultant or witness for Board in any litigation, arbitration, or other dispute resolution process related to the Project.
 11. Providing more extensive services required to enable Consultant to issue notices or certifications requested by Board.
 12. Assistance in connection with the adjusting of Project equipment and systems.
 13. Assistance to Board in training Board's staff to operate and maintain Project equipment and systems.
 14. Overtime work requiring higher than regular rates.

A2.02 *Additional Services Not Requiring Board's Written Authorization*

- A. Consultant shall advise Board in advance that Consultant will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Consultant need not request or obtain specific advance written authorization from Board. Consultant shall cease performing or furnishing such Additional Services upon receipt of written notice from Board. Services in connection with work change directives and change orders to reflect changes requested by Board.

1. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Board prior to Substantial Completion.
5. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
6. Services during the Construction Phase rendered after the original date for completion of the Work.
7. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Consultant and its staff with those terms of Board's or Contractor's safety program provided to Consultant subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

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EXHIBIT B
COMPENSATION

This project is to be conducted on a time and materials basis. The agreed maximum cost is **\$30,000**. In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

Classification	Hourly Rate
Project Manager	\$190.26
Senior Engineer	\$171.23
Project Engineer	\$137.94
Senior Environmental Specialist	\$156.97
Environmental Specialist	\$90.37
Staff Engineer	\$95.13
Survey Crew Member	\$80.86
Registered Land Surveyor	\$147.45
Researcher	\$95.13
Senior Technician	\$133.18
Technician	\$95.13
Direct Expenses	At Cost
Subconsultants	Cost + 5%

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

The proposed schedule for all tasks assigned under this contract shall be negotiated by the Consultant and the Board prior to beginning work.

EXHIBIT D
KEY PERSONNEL

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

Position / Responsibility

Name

Principal in Charge

Mike McBride, PE

Project Manager

Patrick O'Connor, PE, PTOE

Lead Traffic Engineer

Patrick O'Connor, PE, PTOE

Project Engineer

Gannon, Grimmer, PE

EXHIBIT E

AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

1. The undersigned is the Executive Vice President of American Structurepoint, Inc.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Cash E. Canfield, PE
Executive Vice President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

American Structurepoint, Inc.
(Name of Organization)

By: _____
Cash E. Canfield, PE
Executive Vice President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____



Board of Public Works Staff Report

Project/Event: Approval of the Contract for Preliminary Engineering Services with Shrewsberry & Associates LLC for the School Zone Enhancements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 12/12/2017

Report: This project will install or improve school zones and school-related pedestrian crossings throughout the City. 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). Construction is expected in 2020.

Shrewsberry & Associates LLC was selected from the City's on-call engineering services list to complete the preliminary engineering for this project. The total contract amount is \$85,852.10.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Contract for Preliminary Engineering Services with Shrewsberry & Associates LLC for the School Zone Enhancements Project.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	8/22/2017
Design Services Contract	Current Item	12/12/2017
Construction Inspection Contract	Future	2019
Construction Contract	N/A*	2020

* Construction contracts for federally funded projects are approved and managed by INDOT.

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 20____ ("Effective Date") by and between City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Shrewsberry & Associates ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1700974

Project Description: HSIP School Zone Speed Flashers

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 three years. 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 **\$ 85,852.10.**

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:

Mr. Neil Kopper, PE
Project Engineer | Planning and Transportation Dept.
401 N. Morton St., Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Jill Palmer, PE
Senior Project Manager
Shrewsbury & Associates
7321 Shadeland Station, Suite 160
Indianapolis, IN 46256

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:

Mr. Neil Kopper, PE
 Project Engineer | Planning and Transportation Dept.
 401 N. Morton St., 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**LOCAL PUBLIC AGENCY**

 Signature

 Signature

 (Print or type name and title)

 (Print or type name and title)

 Signature

 (Print or type name and title)

Attest:

 Signature

 Signature

 (Print or type name and title)

 (Print or type name and title)

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:

I. Understanding

- A. The purpose of this project is to replace school speed zone sign assemblies with flashing beacon sign assemblies and update other school signage at select schools within the City of Bloomington.
- B. Existing school zone signage indicates a reduced speed "When Children Are Present" in accordance with local ordinances. The project calls for replacing this assembly to indicate a reduced speed "when flashing". The new assembly includes a new support, new signs, solar-powered flasher, and associated hardware.
- C. City staff will be responsible for seeking changes to city ordinances, if required.
- D. City staff will provide information regarding the schools, the frontage(s) and the length of the school speed zone for inclusion in the project. Approximately 30-40 schools or school campuses will be considered for design. Shrewsberry will be responsible for generating plans and contract documents suitable for INDOT LPA submittal process. The final number of schools and flashers submitted may be reduced from the original 30-40 schools if needed to fit the available budget. The City will be responsible for confirming the final locations to be included in the project.
- E. City staff will be responsible for programming school calendars into the flasher equipment.

II. Scope of Services – School Flashers Design

- A. Gather existing data
 - 1. Obtain GIS layers online where available, or request from the City or County, for edge of pavement, roadway centerlines, schools, and approximate rights of way.
 - 2. Obtain school zone signage inventory from the City – approximate locations and types of signage within the project area.
 - 3. Obtain proposed school speed zone locations from the City – in a sketch, not-to-scale format.

4. Use online mapping tools supplemented with on-site field checks to confirm the locations of existing school zone signage.
- B. Prepare plan sheets
1. Create basemaps for each school area using GIS mapping.
 2. Plot the approximate locations of existing school zone signage (not to scale).
 3. Consider the entire school zone series of signs according to the 2011 *Indiana MUTCD with Revisions 1,2,3*. Indicate with symbols and descriptions the locations of signs to be newly installed, replaced, or removed, including both flasher assemblies and static signs. All relevant existing signs within the school zone shall be replaced or removed.
 4. Develop a typical installation detail representative of each type of sign assembly to be installed, showing the sign type(s), height of sign, offset of sign from edge of pavement, flashing beacon, and other components.
 5. Modify INDOT's standard drawing to require two beacons per assembly, one above and one below the sign.
- C. Environmental Document
1. See attached scope from Green3.
 2. Some assumptions were made for information not yet available. Any adjustments to the scope as listed may be subject to an adjustment in fee.
- D. Prepare contract documents
1. Prepare title sheet, index sheet, maintenance of traffic notes, and typical installation details.
 2. Prepare map sheets indicating flasher locations and summary tables indicating materials to be installed or removed.
 3. Prepare quantities, cost estimates, provisions, utility coordination certificate, and other documentation as required for INDOT LPA submittal.
 4. Include specifications for components to allow remote programming and monitoring, if the City decides to include that equipment.
 5. Include a specification to allow the City to retain salvage of the removed signs.
 6. Include a specification that requires the contractor/vendor/manufacturer to provide adequate solar energy collection and storage for each flasher location.
 7. Include a specification that all flasher units are to be from the same manufacturer.
 8. Include a pay item or specification for tree/brush clearing in the vicinity of flashers, if needed.
- E. Submittals
1. Stage 3 to City for review
 2. Stage 3 to INDOT

3. Final Tracings to INDOT with copy to City
4. Electronic CAD and other files distributed to City

F. Meetings

1. Scoping meeting
2. Estimated 2-3 design meetings, as needed
3. Preconstruction meeting with INDOT

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

(TO BE DETERMINED-MAY INCLUDE THE FOLLOWING)

1. City staff will provide information regarding the schools, the frontage(s) and the length of the school speed zone for inclusion in the project.
2. GIS layers for edge of pavement, roadway centerlines, schools, and approximate right of way.
3. All written views pertinent to the location and environmental studies that are received by INDOT.
4. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.

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:

- A. Notice to proceed anticipated approximately 1/1/18.
- B. GIS data provided to Shrewsberry by 4/1/18.
- C. School zone locations provided to Shrewsberry:
 - 1. 50% by 6/1/18.
 - 2. 100% by 8/1/18.
- D. Stage 3 to City for review and to subconsultant for environmental document by 1/5/19
- E. Stage 3 to INDOT by 7/19/19
- F. Environmental Document approval by 10/2/19
- G. Final Tracings to INDOT by 9/2/19 with copies sent to the City
- H. Letting on 12/11/19
- I. Preconstruction meeting to be determined by INDOT (estimated first quarter 2020)
- J. Address contractor questions through construction, estimated completion 12/15/20

APPENDIX "D"

(See Attachment "D" to the INDOT-LPA Project Coordination Contract and need to include any Travel reimbursement provisions).

LPA shall compensate CONSULTANT for services rendered in accordance with the following:

Total Lump Sum Fee \$85,852.10



Fee Justification
Des No. 1700974 HSIP School Zone Flashers

	Designer 1	Engineer 1	Engineer 4	Engineer 5	Subconsultant	Expenses	Subtotal
	\$ 62.96	\$ 88.80	\$ 144.58	\$ 172.22			
Set up basemaps, cut sheets	22	4	2				\$ 2,029.48
Verify and plot existing signage	35	8	6			\$ 10.00	\$ 3,791.48
Place new and replacement signs	0	26	26			\$ 90.00	\$ 6,157.88
Title, Index, MOT, details	8	4	2				\$ 1,148.04
Utility Coordination	2	4	2				\$ 770.28
Summary Tables/Quantities		18	18				\$ 4,200.84
Cost Estimates		8	2	1			\$ 1,171.78
Prepare special provisions		4	16	2			\$ 3,012.92
Stage 3 submittal		10	30	2			\$ 5,569.84
Final Tracings submittal		10	30	2			\$ 5,569.84
Meetings		10	20			\$ 360.00	\$ 4,139.60
Project management			32				\$ 4,626.56
Engineering Subtotal							\$ 42,188.54
NEPA document			12		\$ 41,928.60		\$ 43,663.56
Total							\$ 85,852.10

Name of Project: School Zone Enhancements Project**Bloomington, Monroe County, Indiana, Des. 1700974**

Job Type: CE & Section 106

Contact Information:

Shrewsberry & Associates, LLC
ATTN: Jill Palmer
7321 Shadeland Station, Suite 160
Indianapolis, IN 46256

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**Date:** December 4, 2017**Fee Justification**

Task Description	Principal	Wetland Ecologist	Totals
CE			
Project Coordination & Contract Administration	2.0	8.0	10.0
CE Field Check, Photo Documentation, & Field Inventory Forms	2.0	35.0	37.0
CE Map(s) & Exhibit Development	0.0	20.0	20.0
Bat Inspection & Policy Compliance Documentation	0.5	6.0	6.5
Early Coordination with Regulatory Agencies	0.5	20.0	20.5
Red Flag Investigations (assumes 35 schools)	2.0	70.0	72.0
CE Form Development	2.0	50.0	52.0
INDOT CE submittal Coordination	2.0	20.0	22.0
Final Commitments Summary Form Prep & Submission	1.0	10.0	11.0
Hour Totals	12.0	239.0	251.0
Rates	\$130.00	\$85.00	
Total Fee for CE	\$1,560.00	\$20,315.00	\$21,875.00
<i>Expenses: Printing, postage</i>			\$20.00
<i>Mileage (\$0.38/mi x 110 mi roundtrip)</i>			\$41.80
<i>Full Section 106 Documentation (see attached breakdown of tasks & fees)</i>			\$19,991.80
TOTAL Proposed Fee For CE & full Sec. 106 (see attached notes for fee clarification & assumptions)			\$41,928.60

Name of Project: School Zone Enhancements Project**Bloomington, Monroe County, Indiana, Des. 1700974**

Job Type: 106 - Full 106 review

Contact Information:

Shrewsberry & Associates, LLC

ATTN: Jill Palmer

7321 Shadeland Station, Suite 160

Indianapolis, IN 46256

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**Date: December 4, 2017****Fee Justification**

Task Description	Architectural Historian (QP)	Historian	Total Hours
Section 106 Documentation - Full 106 review			
Project Administration	1.0	3.0	4.0
Site Inspection & Photo Documentation	10.0	14.0	24.0
Map Development	0.0	10.0	10.0
Draft Early Coordination Letter (ECL)	0.0	2.0	2.0
Historic Structure Review & Exhibit Prep	2.0	70.0	72.0
Preparation of Historic Property Report (HPR)	1.0	24.0	25.0
HPR/ECL Revisions per INDOT CRO	0.0	4.0	4.0
Distribution of ECL & HPR to identified Consulting Parties (CP)	0.0	4.0	4.0
Prepare 800.11(e) Documentation and legal notice	1.0	20.0	21.0
800.11(e) Documentation Revisions per INDOT CRO	1.0	6.0	7.0
Distribution of 800.11(e) Documentation to CPs	0.0	4.0	4.0
Publish Legal Notice for 800.11(e) Documentation	0.0	1.0	1.0
Total Hours	16.0	162.0	178.0
Billing Rates	\$130.00	\$85.00	
Fee	\$2,080.00	\$13,770.00	\$15,850.00
Expenses:			
Archaeological Records Review		\$	4,000.00
Printing, postage, and Sec. 106 legal notice (required)			\$100.00
Mileage (110 miles roundtrip x 0.38 /mile)			\$41.80
Total Fee For Section 106 - Full 106 review			\$19,991.80

Notes:

1. This proposal is based off of the information received on 12/01/2017. This proposal assumes that no trees will be removed, and no karst features (such as sinkholes) are located near the final sign locations. This proposal includes the work involved in completing one red flag investigation (RFI) for the entire project and not individual RFI's for each sign location. If INDOT requires additional RFI documentation, those services will be in addition to this proposal. Due to the potential for signs to be located in historic districts and/or near historically significant structures, thus requiring full Section 106 documentation, the Programmatic Categorical Exclusion (PCE) does not apply; therefore, this proposal assumes a CE Level 2 will be required. If, after final sign locations have been identified, it is found that there are no historic resources in the project vicinity and therefore the PCE will apply, our proposed fees may be re-negotiated.

2. This proposal does not include any special studies such as 4f evaluations, noise analyses, environmental justice analysis (required for more than 0.5 acre of right-of-way acquisition), hazardous materials testing, waters/wetland reports, karst studies, permitting, etc. Based on preliminary investigations of the project alignment, there are several environmental sites of concern in the City; however, based on the project scope to install signage within previously disturbed areas, impacts to these sites are not expected. If additional studies are requested by INDOT, the associated fees would be in addition to this proposal.

3. It is anticipated that less than 0.5 acre of right-of-way will be acquired for this project. Based on the 2012 INDOT Public Involvement Manual (pg. 64), the opportunity to request a public hearing will not be required; therefore, this proposal does not include the advertisement of the required public notice (twice per regulations), mailing to adjacent property owners, response coordination with the City of Bloomington, and public involvement documentation submission to INDOT. If, upon project commencement, it is determined that a public hearing would be in the best interest of the public, cost associated with the coordination, attendance, and documentation of a public hearing would be negotiated in addition to this proposal.

4. This proposal includes completing Section 106 documentation up to a Historic Properties Report based on preliminary information provided by Shrewsberry & Associates, LLC, dated December 1, 2017. The project area consists of over two dozen individual resources and over ten historic districts listed on the National Register of Historic Places (NRHP). If, upon further investigation and coordination with INDOT Cultural Resources Office (CRO), it is determined that additional studies are required, additional fees would be provided as a supplemental to this proposal.

5. This fee is based upon the assumption that the project scope will occur within historic districts and/or adjacent to historic resources. If the project scope changes and the project area does not occur adjacent to or within historic districts or individual properties, then a Minor Project Programmatic Agreement (MPPA) may apply and this proposal may be re-negotiated to reflect this change.

6. This fee does not include 4f Evaluations, National Register nomination, MOA, or other special studies. If these are requested/required by INDOT CRO/SHPO, they will be in addition to this proposal.

7. The fee includes the archaeological records review only because work will occur in previously disturbed soils. If, upon consultation with INDOT CRO/SHPO, additional work is required, those fees will be in addition to this proposal.



Board of Public Works Staff Report

Project/Event: Approval of the Contract for Preliminary Engineering Services with American Structurepoint Inc. for the Adams Street Sidewalk and Intersection Improvements Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 12/12/2017

Report: This project will construct a sidewalk along the east side of Adams Street from Patterson Drive to Kirkwood Avenue. It will also replace the traffic signal equipment at the intersection of Adams Street and Kirkwood Avenue and make other geometric modifications along Adams Street. Construction is expected in 2018. No right of way acquisition is anticipated for this project.

American Structurepoint Inc. was selected from the City's on-call engineering services list to complete the preliminary engineering for this project. The total compensation for these services is set at a not-to-exceed amount of \$150,100.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Contract for Preliminary Engineering Services with American Structurepoint Inc. for the Adams Street Sidewalk and Intersection Improvements Project.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Potential	2018
Design Services Contract	Current Item	12/12/2017
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	2018

PROJECT NAME: Adams Street Sidewalk and Intersection Improvements

AGREEMENT FOR CONSULTING SERVICES

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

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide accessible pedestrian accommodations and intersection improvements on Adams Street from Patterson Drive to Kirkwood Avenue; 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, roadway and traffic design, 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 without written consent from the Board or its designee.

Article 2. Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of One-Hundred Fifty Thousand, One-Hundred Dollars **(\$150,100)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to

appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

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

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

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

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

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

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 22. Compliance with Laws: In performing the Services under this Agreement, Consultant shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Consultant shall advise Board of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes,

ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Consultant shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Consultant:

American Structurepoint, Inc.
Attn: C. Ryan Huebschman
7260 Shadeland Station
Indianapolis, Indiana 46256

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

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

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

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

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

is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

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

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

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

Article 27. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit, attached hereto as Exhibit F, affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard
President

By: _____
Kelly M. Boatman
Vice President

By: _____
Dana Palazzo
Secretary

By: _____
Philippa M. Guthrie
Corporation Counsel

Consultant

American Structurepoint, Inc.

Cash Canfield, PE
Executive Vice President

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

Consultant shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Traffic Study

- A. The Consultant shall prepare a traffic study to determine the following:
 - 1. The optimal lane configuration and signal phasing/timing of the Adams Street & Kirkwood Avenue intersection. This lane configuration will be based on a signal controlled intersection.
 - 2. The recommended lane configuration and traffic signal phasing/timing of the 3rd Street/Adams Street & S Patterson Drive intersection.
- B. The traffic study will generally include the following:
 - 1. Peak hour traffic counts provided by the City
 - 2. Existing traffic signal timings provided by the City
 - 3. Peak hour analysis of opening and design years
 - 4. The following scenarios
 - a. No-build
 - b. Up to three (3) build alternatives
- C. The traffic study will be summarized in a memorandum that will include the following:
 - 1. Goals/objectives of the study
 - 2. Descriptions of each alternative evaluated
 - 3. Summary of traffic operations for each alternative evaluated
 - 4. Recommendations

A1.02 Survey

- A. The consultant will prepare survey for purposes of the project that will include the following:
 - 1. Property deed research
 - 2. Establish horizontal control
 - a. Section corner and property corner tie-in as-needed
 - 3. Establish vertical control
 - 4. Select topographic route survey (50-foot grid) and 25-foot overlap topographic survey
 - b. Full Right of Way Width Kirkwood Avenue (\pm 750')
 - c. Full Right of Way Width N Adams Street (\pm 250')
 - d. Full Right of Way Width S Adams Street (\pm 1,100')
 - e. Show spot elevations to the nearest 0.01 foot
 - f. Provide the location, size, and elevation of all improvements within the survey limits

- g. Plot the location of storm drainage structures, sanitary structures, asphalt paving, drives, edges of curbs, fencing, etc.
 - h. Provide the location and size of all individual trees outside of heavily wooded areas that are larger than 4" DBH within the survey limits
- 5. Provide location, size, depth, material, and direction of flow for sanitary and storm sewers serving or on the site
- 6. Locate aboveground evidence of utilities on site, plus marks made on the ground by local utility companies (One Call). One Call will only locate utilities within the public right-of-way or within recorded easements
- 7. CAD Drafting and creation of a TIN and contours (1-foot contour interval)
- 8. Land Surveyor review and property line/right-of-way determination
 - a. Property lines of adjoining parcels and right-of-way lines adjoining roads will be plotted on the Survey
 - b. This survey scope does NOT include the preparation of a Boundary Survey and Boundary Survey Plat or a Location Control Route Survey

A1.03 Road Design Plans

- A. The Consultant shall prepare final road and traffic design plans, special provisions for the specifications, and other submittal documents in accordance with the accepted standards for such work, except as modified by the supplemental specifications, if any, and in accordance with the City of Bloomington Standard Drawings; the American Association of State Highway and Transportation Officials A Policy on Geometric Design of Highways and Streets; Manual of Uniform Traffic Control Devices; and the Indiana Department of Transportation's Standard Specifications. Adherence to the Indiana Department of Transportation's Design Manual is not required for this project due to the use of all local funds. The contract documents shall contain sufficient information to enable the contractor to perform the work tasks described below:
 - 1. Project will generally include the following:
 - a. Modifications at the intersections of Adams Street & Kirkwood Avenue and Adams Street & S Patterson Drive to improve traffic flow
 - b. Modifications along Adams Street between S Patterson Drive and Kirkwood Avenue to provide sidewalk along the east side of the roadway.
 - 2. The design will include maintenance of traffic design and coordination with adjacent projects.

A1.04 Pavement Analysis and Design

- A. The Consultant shall provide one pavement analysis and design for purposes of resurfacing Adams Street.

A1.05 Traffic Signal Modification Plans

- A. The Consultant shall prepare traffic signal modification plans for the intersection of Adams Street & S Patterson Drive.
- B. The Consultant shall prepare traffic signal plans for all new signal equipment at the intersection of Adams Street & Kirkwood Avenue.
- C. The Consultant shall develop and implement traffic signal timings at both intersections.

A1.06 Lighting Plans

- A. The Consultant shall prepare lighting plans, including voltage drop calculations for the intersection of Adams Street & Kirkwood Avenue. The lighting type, material, and luminaire will be coordinated with the Owner.

A1.07 Opinion of Probable Cost

- A. The Consultant shall prepare an opinion of probable cost for construction according to the current practices of INDOT and shall include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith. The unit prices to be used will be in accordance with those used by the Owner.
- B. Probable opinions of cost will be provided for:
 - 1. Up to three (3) alternatives for purposes of selecting the preferred alternative of the traffic study
 - 2. The preferred alternative at each submittal of plans development.

A1.08 Project Meetings and Coordination

- A. The Consultant shall make arrangements for and attend various meetings in cooperation with the Owner, planning agencies or commissions, design consultants, and civic organizations for appropriate project coordination. The Consultant will prepare meeting minutes and letter responses to questions as needed. The following meetings are anticipated for the project:
 - 1. One Preliminary field check meeting
 - 2. One neighborhood or public meeting
 - 3. Up to five "face-to-face" progress meetings with the City
 - 4. The Consultant shall provide additional coordination between all stakeholders as needed.

A1.09 Utility Coordination

- A. The Consultant shall provide project coordination necessary to prepare application documents for and process utility relocation coordination and construction permitting coordination to secure appropriate certifications and approvals necessary for construction of this project, including coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with 105 IAC 13.

A1.10 Cemetery Development Plan

- A. The CONSULTANT shall prepare a Cemetery Development Plan to identify potential impacts to the Rosehill Cemetery, as the cemetery is within 100-feet of the proposed roadway construction. The CONSULTANT shall review available records to identify the boundaries of the cemetery burials to evaluate potential impacts from the roadway construction. The Cemetery Development Plan will be submitted to the Mayor for approval.

A1.11 Permitting

- A. The Consultant shall prepare and submit Rule 5 Erosion Control Plan documents to procure appropriate Notice of Intent for construction.

A1.12 Geotechnical Engineering

- A. The Consultant shall make or cause to be made seven (7) pavement cores staggered between the center turn lane, northbound driving lane and northbound bike lane/shoulder in accordance with the INDOT Geotechnical Engineering Manual. A copy of the document is on file with INDOT, and same is incorporated herein by reference and made a part hereof. In the event more extensive boring, sampling, and testing are needed, a supplemental agreement will be executed to pay for the additional work. The Consultant shall backfill boreholes, or cause them to be backfilled, in accordance with Aquifer Protection Guidelines, dated October 30, 1996. A copy of the document is on file with INDOT, Division of Materials and Tests, Geotechnical Section.
- B. The Consultant shall make or cause to be made two (2) soil boring at two (2) of the pavement core locations. These borings will extend to a maximum depth of 5-feet beneath existing grade.
- C. The Consultant will conduct a total of two (2) soil boring at the intersection of S Adams Street & Kirkwood Avenue for the proposed traffic signal equipment. Borings will be advanced to a depth of 25-feet. The location of the boring will be as close as possible to the proposed site center given the existing constraints. Soil boring information will be used for the following:
 - 1. Determination of the subsurface soil and groundwater conditions at the site to depths that would be significantly affected by the foundation by the advancement of soil borings.
 - 2. Determination of the engineering characteristics of the subsurface materials encountered.
 - 3. Evaluation of the type or types of foundations suitable for support of the proposed tower structure.
- D. Any services required beyond these items will be considered additional services outside the scope of this fee proposal.

A1.13 Bidding Phase Services.

- A. Contract documents for purchase by others will be prepared and issued by the City. The Consultant will supply plans and specifications to the City for incorporation into the contract documents.
- B. The Consultant will assist with preparing answers to questions requiring addenda and attend a pre-bid conference.

A1.14 Construction Phase Services.

- A. The Consultant shall review all shop drawings for the contract during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The Consultant's review shall be conducted with reasonable promptness while allowing sufficient time in the Consultant's judgment to permit adequate review. Review of a specific item shall not indicate that the Consultant has reviewed the

entire assembly of which the item is a component. The Consultant shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Consultant in writing by the Contractor. The Consultant shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

- B. Following the award of a construction contract, the Consultant will be responsible for attending the preconstruction meeting. During the course of construction, the Consultant shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the Consultant's plans. All such inquiries shall be made only by persons designated by the Owner to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The Consultant shall not be required to respond to inquiries by persons other than the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

A1.15 Services Not Provided

The following services are not provided as part of this project. American Structurepoint reserves the right to increase the not-to-exceed fee for project development services should the need for any of these services arise. Such changes require written authorization from the Board.

- A. Right-of-way engineering services
- B. Right-of-way acquisition services
- C. Abbreviated engineer's report
- D. Environmental document preparation
- E. Subsurface Utility Exploration

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Not included in the Contract Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Consultant shall furnish or obtain from others Additional Services of the types listed below.
 - 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 - 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 - 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Consultant or its design

- requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Consultant's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Part 1.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Consultant.
 6. Providing renderings or models for Owner's use.
 7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
 8. Furnishing services of Consultants for other than Basic Services.
 9. Services attributable to more than one prime construction contract.
 10. Services during out-of-town travel required of Consultant other than for visits to the Site or Owner's office.
 11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
 12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
 13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 14. Providing construction surveys and staking to enable Contractor to perform its work, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
 16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
 17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
 18. Preparation of operation and maintenance manuals.
 19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

20. Providing more extensive services required to enable Consultant to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Other services performed or furnished by Consultant not otherwise provided for in this Agreement, including the following:
 - a. Water and sewer design and plan development, including combined sewer overflow, beyond those modifications needed to adjust inlets along Adams Street
 - b. Preparation of utility relocation plans
 - c. NEPA process and documentation, including Section 106, Section 4(f), Section 6(f), public involvement, etc.
 - d. Phase I and II Environmental Site Assessment or hazardous material remediation plan
 - e. Detailed groundwater assessment
 - f. Section 401/404 permits, including stream and wetland mitigation design and plan development

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Consultant shall advise Owner in advance that Consultant will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Consultant need not request or obtain specific advance written authorization from Owner. Consultant shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 1. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 2. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 3. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5)

acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

4. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
5. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
6. Services during the Construction Phase rendered after the original date for completion of the Work.
7. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Consultant and its staff with those terms of Owner's or Contractor's safety program provided to Consultant subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

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EXHIBIT B COMPENSATION

This project is to be conducted using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. The agreed maximum cost is **\$150,100**. In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

Classification	Hourly Rate
Project Manager	\$190.26
Senior Engineer	\$171.23
Project Engineer	\$137.94
Senior Environmental Specialist	\$156.97
Environmental Specialist	\$90.37
Staff Engineer	\$95.13
Survey Crew Member	\$80.86
Registered Land Surveyor	\$147.45
Researcher	\$95.13
Senior Technician	\$133.18
Technician	\$95.13
Direct Expenses	At Cost
Subconsultants	Cost + 5%

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

Traffic Study	\$7,500
Topographic Survey	\$15,300
Roadway Design	\$69,800
Geotechnical Evaluation	\$8,250
Right-of-Way Engineering (service not provided)	\$0.00
Cemetery Development Plan	\$7,450
Utility Coordination	\$9,300
Traffic Signal Design	\$18,900
Intersection Lighting Design	\$4,400
TOTAL LUMP SUM	\$140,900

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

Construction Phase Services \$9,200

TOTAL COST PLUS \$ 9,200

TOTAL ESTIMATED COST \$150,100

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
NTP	December 13, 2017	
Traffic Analysis	January 15, 2018	
Survey	March 1, 2018	
Preliminary Field Check Plans	June 1, 2018	
Final Plans	August 17, 2018	
Final Tracings	September 14, 2018	
Project Letting	Fall 2018	Scheduled by City

EXHIBIT D
KEY PERSONNEL

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

<u>Position / Responsibility</u>	<u>Name</u>
Chief Highway Engineer/Principal in Charge	Mike McBride, PE
Project Engineer III/Project Manager	Ryan Huebschman, PE, PTOE
Lead Roadway Engineer	Eric Farny, PE
Lead Traffic Engineer	Patrick O'Connor, PE, PTOE

EXHIBIT E

AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

1. The undersigned is the Executive Vice President of American Structurepoint, Inc.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Cash E. Canfield, PE
Executive Vice President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2017.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

American Structurepoint, Inc.
(Name of Organization)

By: _____
Cash E. Canfield, PE
Executive Vice President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____



Board of Public Works Staff Report

Project/Event: Animal Care & Control Shelter Additions & Renovations Project

Petitioner/Representative: Animal Care & Control Division

Staff Representative: Virgil Sauder

Meeting Date: December 12, 2017

The Animal Care & Control Division is working in conjunction with the City of Bloomington Information Technologies Department to address communications and IT needs with the Animal Shelter Addition and Renovation project.

City IT department solicited quotes for data infrastructure for the shelter project. We received back two quotes:

- Indiana Voice and Data - \$32,280
- Tauren Communication - \$31,660

Recommend approving contract with Tauren Communication for the project. In addition to being the lowest quote, Tauren is the most familiar with the needs of the project and is familiar with the existing shelter building.

This project is funded from the bond proceeds of the Consolidated TIF Fund. Funding approval for this project affirmed at the December 4th meeting of the Redevelopment Commission.

Recommend ☒ **Approval** ☐ **Denial by: Virgil Sauder**

PROJECT NAME: Animal Shelter Infrastructure Installation Services

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and Tauren Communication Services (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **improve the infrastructure at the City's Animal Shelter;**

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, care and the orderly progress of the work.

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

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

Article 2. Standard of Care: In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

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

A. Information/Reports

Provide Consultant with reports and any information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates the Department of Public Works' Director of the Animal Shelter, Virgil Sauder, to serve as the Board's representative for the project. Sauder shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Thirty-One Thousand, Six Hundred Sixty Dollars and Zero Cents (\$31,660.00).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to 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 forth-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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 9 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 sub-consultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-consultants be construed to be, or represent themselves to be, employees of the Board.

Article 11. 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 sub-consultants in the performance of services under this Agreement.

Article 12. 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 13. 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 14. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment: Neither the Board nor the 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 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 18. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: 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 20. 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 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Virgil Sauder
3410 S. Walnut St.
Bloomington, IN 47401

Consultant:

Tauren Communication Services
Attn: Jerry L. Gatlin, Jr., Owner
5011 W. De Ann Drive
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 22. 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 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its sub-consultants 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 sub-consultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its sub-consultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its sub-consultants 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 sub-consultants 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 sub-consultant did not knowingly employ an unauthorized alien. If the Consultant or its sub-consultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board

terminates the Agreement, the Consultant or its sub-consultant is liable to the Board for the actual damages.

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

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

Article 25. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Tauren Communication Services

By: _____
Kyla Cox Deckard, President

By: _____
Jerry L. Gatlin, Jr., Owner

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Adam Wason, Director
Department of Public Works

By: _____
Philippa M. Guthrie,
Corporation Counsel

EXHIBIT A

SCOPE OF WORK

The Scope of Work includes the following:

Fiber Optic Cable Installation Services – Existing MDF to new IDF

- Provision and installation of 500' of 12 Strand, Single-mode, Plenum, Armored fiber optic cable
- Provision and installation of 2 Each fiber trays and SC single-mode fiber modules
- Provision and installation of 24 Each SC single-mode fiber connectors
- Provision and installation of 4 Each SC to LC single-mode, 3 meter fiber patch cables
- Termination and labeling of all circuits
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials
- Client to provide all network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12" in depth and ½" in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

Cat6 Camera Cable Installation Services – Installed in existing and new areas phase 1, 2 & 3

- Provision and installation of Cat6 250MHz plenum cable for 27 IP Cameras
- All cameras terminated at patch panel at MDF or IDF end and RJ-25 connectors at camera end
- All cable coiled up with slack at camera end, no wall penetrations provided for cameras
- Termination and labeling of all circuits
- Proposal includes 27 each 3' Cat6 patch cable for patch panel end
- The patch panel is provided in the data circuit installation proposal portion
- Data jacks for the patch panel are provided in this proposal, client to select jack color
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials

- Client to provide all cameras, network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12" in depth and ½" in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

Cat6 WAP's Cable Installation Services – Installed in existing and new areas phase 1 & 3

- Provision and installation of Cat6 250MHz plenum cable for 5 WAP's
- All WAP's terminated at patch panel at MDF or IDF end and RJ-25 connectors at WAP end
- All cable coiled up with slack at WAP end
- Termination and labeling of all circuits
- Proposal includes 5 each 3' Cat6 patch cable for patch panel end
- The patch panel is provided in the data circuit installation proposal portion
- Data jacks for the patch panel are provided in this proposal
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials
- Client to provide all network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12" in depth and ½" in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

Cat6 Data Cable Installation Services – Installed in new area phase 3

- Provision and installation of Cat6 250MHz plenum cable for 64 data circuits, 4 each per 16 stations
- Provision and installation of 128 Cat6 data jacks, 32 each blue, yellow, green and red
- Provision and installation of 12U wall mounted cabinet
- Provision and installation of 2 each 48 port patch panels
- Provision and installation of 2 each horizontal cable managers
- Termination and labeling of all circuits

- Proposal includes 32 each 3' and 7' Cat6 patch cable
- Data jacks for the patch panel and station end are provided in this proposal
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials
- Client to provide all network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12" in depth and ½" in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

Cat6 Data Cable Installation Services – Installed in existing area phase 1

- Provision and installation of Cat6 250MHz plenum cable for 60 data circuits, 4 each per 15 stations
- Provision and installation of 120 Cat6 data jacks, 30 each blue, yellow, green and red
- Provision and installation of 45U floor mounted rack
- Provision and installation of 2 each 48 port patch panels
- Provision and installation of 2 each horizontal cable managers
- Termination and labeling of all circuits
- Proposal includes 30 each 3' and 7' Cat6 patch cable
- Data jacks for the patch panel and station end are provided in this proposal
- Proposal includes labor to demo existing circuits and MDF equipment
- Price is estimated based on initial assessment, additional materials and labor may be required
- Final invoice will reflect actual time and materials
- Client to provide all network equipment and electrical requirements
- Proposal does not include any additional drilling through walls, ceilings, or floors that exceed 12" in depth and ½" in diameter
- Pricing assumes any existing conduits and pathways to be used will be undamaged and have available capacity and access
- Pricing assumes fishable inside walls with no horizontal studs creating any obstructions to the drop location

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Thirty-One Thousand, Six Hundred Sixty Dollars and Zero Cents (\$31,660.00). Compensation shall be allocated among the Scope of Work services described in Exhibit A as follows:

Proposal Summary:

- | | |
|---|--------------------|
| • Fiber Optic Cable Installation Services – Existing MDF to new IDF: | \$ 3,560.00 |
| • Cat6 Camera Cable Installation Services – Installed in existing and new areas phase 1, 2 & 3: | \$ 4,400.00 |
| • Cat6 WAP's Cable Installation Services – Installed in existing and new areas phase 1 & 3: | \$ 900.00 |
| • Cat6 Data Cable Installation Services – Installed in new area phase 3: | \$11,300.00 |
| • Cat6 Data Cable Installation Services – Installed in existing area phase 1: | <u>\$11,500.00</u> |

Total Not to Exceed Cost of Agreement	\$31,660.00
--	--------------------

EXHIBIT C

SCHEDULE

All work shall be completed within one hundred eighty (180) calendar days after the date of the notice to proceed.

EXHIBIT D

KEY PERSONNEL

Jerry L. Gatlin, Jr., Owner

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of Tauren Communication Services.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this ____ day of _____,
2017.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

Tauren Communication Services
(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Staff Report

Project/Event: City Hall Parking Lot Asphalt Repairs and Seal Coating

Petitioner/Representative: Public Works Department, Facilities Division

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

Meeting Date: December 12, 2017

This project is to perform asphalt repairs and seal coating of the main parking lot at City Hall and the parking lot at 4th & Washington. It will also include seal coating the lots at 6th & Lincoln and 4th & Dunn. Asphalt repairs will involve milling, tack coating, and a 2 inch asphalt overlay of affected areas. All lots will have cracks sealed, receive two coats of sealer, and then will be re-stripped.

The project will be completed in the spring of 2018 when the weather averages above 40 degrees to ensure proper curing of seal coat material.

Quotes were requested from Otto's Pavement Marking, Groomer Construction, and Bloomington Seal Coating & Paving. Groomer Construction, Inc. did not submit a price for pavement repairs. The quoted amounts were as follows:

Company	Amount
Otto's Pavement Marking	\$23,656.00
Groomer Construction, Inc.	\$24,234.70 (excluding pavement repairs)
Bloomington Seal Coating & Paving, Inc.	\$37,050.00

Staff recommends awarding contract to Otto's Pavement Marking for asphalt repairs and seal coating of the parking lots. They are an established company that has been in business many years.

Respectfully submitted,

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

J. D. Boruff
Operations and Facilities Director

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
OTTO'S PAVEMENT MARKING CO.
FOR
REPAIR AND SEALCOATING OF PARKING LOTS AT CITY HALL, 6TH & LINCOLN ST., 4TH & DUNN ST.,
AND 4TH & WASHINGTON ST.

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Otto's Pavement Marking Co., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for REPAIR AND SEALCOATING OF PARKING LOTS AT CITY HALL, 6TH & LINCOLN ST., 4TH & DUNN ST., AND 4TH & WASHINGTON ST., (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 on or before May 30, 2018, 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 claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed Twenty-Three Thousand, Six Hundred Fifty-Six Dollars (\$ 23,656.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 Retainage Amount The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 Payment of Escrow Amount The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 Withholding Funds for Completion of Contract If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. GENERAL PROVISIONS

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance 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 City Engineer and are not subject to arbitration.

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

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

5.11 Amendments/Changes

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

5.11.02 Without invalidating the Agreement and without notice to any surety, CITY may, at any time or from time to time, order, in writing, additions, deletions, or revisions in the work. Upon receipt of any such document,

CONTRACTOR shall promptly proceed with the work involved, which will be performed under the applicable conditions of the Agreement Documents.

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

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

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and 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	Otto's Pavement Marking Co.
Attn: J. D. Boruff, Facilities Director	Attn: Tyler Auble
P.O. Box 100 Suite 120	2449 E. Main St.
Bloomington, Indiana 47402	Greenwood, Indiana 46143

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 One hundred eighty (180) 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 One hundred eighty (180) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

“Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.”

5.17.03 Domestic Foundry products are defined as follows:

“Products cast from ferrous and nonferrous metals by foundries in the United States.”

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees’ Immigration Status

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

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

Contractor shall require any subcontractors performing work under this Agreement to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien

and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of this Agreement with the City.

Article 20. Non-Collusion. Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as **Exhibit "D"** and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Otto's Pavement Marking Co.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Kelly M. Boatman, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

CITY HALL PARKING LOT REPAIR AND SEALCOATING

This project shall include, but is not limited to this SCOPE OF WORK

Locations

Contractor will repair asphalt, crack seal, and seal coat the main parking lot of City hall and the surface parking lot located at 4th St. and Washington St.

Contractor will crack seal, seal coat, and restripe the surface parking lots located at 6th St. and Lincoln St., as well as the lot at 4th St. and Dunn St..

Pavement Repairs

Contractor will:

1. Mill out bad areas agreed to and marked by owner and contractor.
2. Clean up all millings and debris.
3. Apply a layer of asphalt tack coat.
4. Lay 2 inches of #11 asphalt surface.
5. Roll, compact and finish all asphalt materials.

Seal Coating

Contractor will:

1. Seal coat the south parking lot of the Showers building (City Hall) from, and including, the entrance from Morton St. to the trail crossing at 8th St. and the entrance to the CFC owned portion of the lot.
2. Contractor will clean all debris off parking lot.
3. Route and fill all main cracks.
4. Apply two heavy coats of sealer.
5. Lay out and re-stripe all parking markings.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

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

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"AFFIDAVIT"

STATE OF _____)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF _____)
)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: _____

EXHIBIT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

[illegible]

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 Staff Report

Project/Event: Assessment of the Roof of the Walnut Street Parking Garage
Petitioner/Representative: Public Works
Staff Representative: Ryan Daily
Meeting Date: 12.12.17

Scope of Work: STR Building Resources LLC (STR-SEG) will be performing a visual roof assessment of the Walnut Street Garage. If assessment determines that roofs need to be replaced, STR-SEG will prepare bidding documents and will provide contract administration for needed construction work.

A request for services was issued to STR-SEG for the amount of \$3,250

Recommend ☒ **Approval** ☐ **Denial** **by: Ryan Daily**

Board of Public Works
Staff Report

PROJECT NAME: Roof Assessment Services for the Walnut Street Parking Garage

AGREEMENT FOR SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and STR Building Resources LLC (STR-SEG), (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to **assess and, if necessary, improve the infrastructure at the Walnut Street Parking Garage;**

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, care and the orderly progress of the work.

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

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

Article 2. Standard of Care: In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to the Consultant and by mutual agreement between the parties, the Consultant will without additional compensation, correct those services not meeting such a standard.

Article 3. Responsibilities of the Board: The Board shall have the following responsibilities under this Agreement and shall meet these responsibilities in a timely manner so as not to delay

the orderly progress of the Services, and Consultant shall be entitled to rely upon the accuracy and completeness of information supplied by the Board:

A. Information/Reports

Provide Consultant with reports and any information relating to the Services that Consultant may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

The Board hereby designates the Department of Public Works' Parking Garage Manager, Ryan Daily, to serve as the Board's representative for the project. Daily shall have the authority to transmit instructions, receive information, interpret and define the Board's requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of: **Three Thousand Two Hundred Fifty Dollars (\$3,250).**

These amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to 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 forth-five (45) calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Board may reasonably require.

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

2. Billing Records:

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 9 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

sub-consultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents: All documents, drawings and specifications, including digital format files, prepared by Consultant and furnished to the Board as part of the Services shall become the property of the Board.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Consultant shall be an independent contractor, and in no event shall any of its personnel, agents or sub-consultants be construed to be, or represent themselves to be, employees of the Board.

Article 11. 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 sub-consultants in the performance of services under this Agreement.

Article 12. 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 13. 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 14. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment: Neither the Board nor the 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 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Board and the Consultant.

Article 18. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: 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 20. 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 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Board:

City of Bloomington
Department of Public Works
Attn: Ryan Daily
P. O. Box 100, Suite 120
Bloomington, IN 47402

Consultant:

STR Building Resources LLC
Attn: Ben Brown, Project Manager
16848 Southpark Drive, Suite 300
Westfield, IN 46074

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

Article 22. 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 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Board and the Consultant. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Consultant is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Consultant shall sign an affidavit, attached as Exhibit E, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code Chapter 12 or by the U.S. Attorney General.

Consultant and any of its sub-consultants 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 sub-consultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its sub-consultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its sub-consultants 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 sub-consultants 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 sub-consultant did not knowingly employ an unauthorized alien. If the Consultant or its sub-consultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be

detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminates the Agreement, the Consultant or its sub-consultant is liable to the Board for the actual damages.

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

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

Article 25. No Collusion: Consultant is required to certify that it has not, nor has any other member, representative, or agent of Consultant, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Consultant shall sign an affidavit affirming that Consultant has not engaged in any collusive conduct.

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

STR Building Resources LLC (STR-SEG)

By: _____
Kyla Cox Deckard, President

By: _____
James B. Clark, General Manager

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Adam Wason, Director
Department of Public Works

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A

SCOPE OF WORK

The Scope of Work includes the following:

VISUAL ASSESSMENT OF THE ROOF:

Services are limited to the property at 300 N. Walnut Street in Bloomington, Indiana. STR-SEG will provide investigative services as required for a complete and comprehensive “assessment” of the existing roof components; including those related or associated assemblies that terminate into or tie-in with the roof system. Additionally, we will provide a “solution” to address the deficiencies discovered as part of our assessment.

The assessment report will provide an introductory analysis of existing construction including current and past reported problems or conditions as reported by the facility personnel. STR-SEG will provide photos, for a better explanation, of the observed conditions and areas involved along with a detailed “map” of the roofs. The roof “map” will allow for prioritization of roof areas needing to be replaced. The report will also provide a summary of the findings of the investigation including explanation of all means and methods used during the investigation.

STR-SEG will provide a conclusion identifying the problem areas, situations, deterioration, or possible deterioration encountered during our assessment including solutions for the recommended work, materials and associated costs.

If it is determined that replacement of the roofs is necessary the following services will apply:

CONSTRUCTION DOCUMENTS and BIDDING

- ☐ STR-SEG will prepare a Specification Package from the data obtained during the roof assessment. The specifications will outline the components included in the design. The package will include a roof plan and roofing details along with information on proper methods of application for each component of the roof system. It will be prepared to promote competitive bidding by qualified contractors using STR-SEG-acceptable products, resulting in a manufacturer’s warranty.
- ☐ A Pre-bid Meeting will be held at the job site. STR-SEG will attend to answer bidder questions and make clarifications for equivalent competitive bids.
- ☐ STR-SEG will assist in the analysis of the bids.

CONTRACT ADMINISTRATION

- ☐ STR-SEG will provide contract administration services commencing at project award.
- ☐ These services will include:
 - Review of shop drawings, submittals and change orders.
 - Review of permits and licensing.
 - Review of the contractor's application for payment and change orders.
 - Review of contractor warranties and project closeout documentation.
- ☐ STR-SEG will conduct a Project Start-up Meeting to review the project and Owner requirements and conditions.
- ☐ A qualified representative of STR-SEG will make one (1) site visit during construction to observe the quality and progress of the work and will apprise the Owner of construction activities and issues that may arise.
- ☐ STR-SEG will prepare a punch list of deficient or outstanding items at substantial completion. Upon notification by the contractor that the project is complete we will conduct a final review of the completed work prior to acceptance.

EXHIBIT B

COMPENSATION

This project is to be conducted with an agreed Not to Exceed Cost of Three Thousand, Two Hundred Fifty Dollars (\$3,250). Compensation shall be allocated among the Scope of Work services described in Exhibit A as follows:

Visual Assessment of Roof:	\$ 700.00
----------------------------	-----------

If replacement of the roofs is necessary, the following services will be conducted:

Construction Documents and Bidding, and Contract Administration	<u>\$ 2,500.00</u>
---	--------------------

Total Not to Exceed Cost of Agreement	\$ 3,250.00
--	--------------------

EXHIBIT C

SCHEDULE

All work shall be completed within thirty (30) calendar days after the date of the notice to proceed.

EXHIBIT D
KEY PERSONNEL

James B. Clark, General Manager

Ben Brown, Project Manager

EXHIBIT E

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of STR Building Resources LLC (STR-SEG).
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF 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

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT F

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

STR Building Resources LLC (STR-SEG)
(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires:

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Staff Report

Project/Event: 4th Street Garage Skywalk Upgrade and Repair – Change Order 3 – Final
Petitioner/Representative: Public Works/Parking Garages
Staff Representative: Ryan Daily
Meeting Date: December 12, 2017

The City of Bloomington, Public Works Department, publicly requested quotes to renovate the Skywalk at the 4th Street Garage in January 2017.

Change order on Skywalk renovation:

1. Seal the flooring with bonding agent. \$1,465.11
The sealant applied will ensure long term durability of the flooring. It will protect against ice melt and other chemicals.
2. Change out overhead lights. \$1,428.70
The overhead lighting in the skywalk had been exposed to moisture. As a result the light fixtures were beginning to deteriorate and wiring was beginning to corrode. The fixtures installed are flush mounted LED lights.
3. Install stone trim pieces along the expansion joints. \$400.61
Stone trim pieces were installed along the expansion joints instead of a metal or aluminum joint which would be subject to weathering and tarnish.
4. Seal exterior holes \$581.29
Several holes on the exterior of the building were sealed.
5. Install new glass panel in skywalk. \$560.47
An exterior glass panel on the outside of the skywalk was damaged and in need of replacement
6. Install nine new HVAC supply ducts, adaptors and supply diffusers. \$5,377.17
 - a. Install new return fixtures
 - b. Remove & haul off old equipment
 - c. Adopt existing bores to new equipment
 - d. Quick Slip for HVAC

Total Change Order - \$9,813.35

Recommend	X Approval	Denial	by: Ryan Daily
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Board of Public Works
Staff Report



ANKRISS SERVICES

736 S. Morton
Bloomington, Indiana 47403
812-361-7620

Contractors Invoice

WORK PERFORMED AT:

TO:

City of Bloomington
4th St. garage
Bloomington, IN

DATE

11/14/17

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Change Order

Seal all tile on floor
and base trim in
5th grade

→ \$ 1,465.11

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a ☐ Partial ☐ Full invoice due and payable by: _____

in accordance with our ☐ Agreement ☐ Proposal

No. _____ Dated _____

**ANKRISS SERVICES**

736 S. Morton
Bloomington, Indiana 47403
812-361-7620

Contractors Invoice

WORK PERFORMED AT:

TO:

City of Bloomington
4th St. garage
Bloomington, IN

4th St. Skywalk

DATE

11/14/19

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Change Order

install lites on
ceiling of skywalk \$1,428.70

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a ☐ Partial ☐ Full invoice due and payable by: _____
Month Day Year

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____
Month Day Year

Proposal

Page # _____ of _____ pages

Ankuss Service
736 S. Morton St
Bloomington, IN

PROPOSAL SUBMITTED TO: <u>City of Bloomington</u>	JOB NAME	JOB #
ADDRESS: <u>4th St. corner</u> <u>Bloomington, IN</u>	JOB LOCATION: <u>4th St. Skywalk</u>	DATE OF PLANS
PHONE #	DATE: <u>11/14/17</u>	ARCHITECT
FAX #		

We hereby submit specifications and estimates for:

Change Order

① Install trim store pieces
over expansion joint → \$400.00

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Proposal

Page # _____ of _____ pages

Ankvis Service
734 S. Martin St.
Bloomington, IN

PROPOSAL SUBMITTED TO: <i>City of Bloomington</i>	JOB NAME	JOB #
ADDRESS <i>4th St Skypark</i>	JOB LOCATION <i>4th St Skypark</i>	DATE OF PLANS
PHONE #	DATE <i>11/14/17</i>	ARCHITECT
FAX #		

We hereby submit specifications and estimates for:

Change Order

Seal, holes in exterior of
Skypark on North-end, due to
Removal of lines.

\$ 581.29

We propose hereby to furnish material and labor – complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
submitted _____

Note — this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____ Signature _____

Amkwaiss Services
736 S. Morton St.
Blomington, IN.

Contractors Invoice

TO:

City of Blomington
4th St. garage
Blomington, IN

WORK PERFORMED AT:

DATE

11/29/17

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Change Order

① Install new glass
panel in skywalk

→ \$ 560.47

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a ☐ Partial ☐ Full invoice due and payable by: _____

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____

ANKRIS Services
736 S. Morton St.
Bloomington IN.

Contractors Invoice

WORK PERFORMED AT:

TO:

City of Bloomington
4th St. garage
Bloomington IN.

DATE

11/29/17

YOUR WORK ORDER NO.

OUR BID NO.

DESCRIPTION OF WORK PERFORMED

Change Order.

- 1.) Install Nine, (9) new HVAC
supply ducts, adapters, +
supply diffusers.
- 2.) Install new return filters
- 3.) Remove, + haul-off old equipment
- 4.) adapt existing "bores," to new
- 5.) Quack. ship

→ Total \$ 5,377.17

All Material is guaranteed to be as specified, and the above work was performed in accordance with the drawings and specifications provided for the above work and was completed in a substantial workmanlike manner for the agreed sum of _____

Dollars (\$ _____).

This is a ☐ Partial ☐ Full invoice due and payable by: _____

in accordance with our ☐ Agreement ☐ Proposal No. _____ Dated _____











Board of Public Works Staff Report

To: The Board of Public Works

From: Adam Wason, Public Works Director

Date: December 7, 2017

Re: Sanitation Modernization Support to South Central Community Action Program

The City of Bloomington Public Works Department via the Sanitation Division has had a long-standing relationship with the South Central Community Action Program (SCCAP) providing assistance to eligible low-income households with costs related to solid-waste disposal. Previous years involved providing an allotment of stickers for their clients to use.

With recent changes to the Sanitation services, this agreement is being updated to mirror how the City of Bloomington Utilities provides low-income assistance through SCCAP. This assistance takes the form of relief to Sanitation charges for two consecutive months, and payment for the services for the next consecutive three months. The overall amount budgeted for this program is \$20,000 for 2018.

Recommend

X Approval Denial

by: Adam Wason

Board of Public Works
Staff Report

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2017, by and between the Sanitation Division of the Public Works Department through its Board of Public Works (hereinafter referred to as “Board”), and South Central Community Action Program, Inc. (SCCAP) (hereinafter referred to as “Consultant”), **WITNESSETH:**

WHEREAS, the Board wishes to provide assistance to eligible low-income households in payment of City of Bloomington sanitation collection bills; and

WHEREAS, the Board requires the services of a screening consultant in order to operate the Sanitation Collection Assistance Program, which shall be hereinafter referred to as the “Services”;

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

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

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

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

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

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

Consultant agrees that any information or documents 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 sufficient manner to meet high professional standards. The Board shall be the sole judge of the

adequacy of Consultant's work in meeting such standards. However, the Board shall not unreasonably withhold its approval as to the adequacy of such performance.

Article 3. Responsibilities of the Board: When requested by Consultant, the City of Bloomington Utilities ("CBU"), through its Customer Service Department, will provide information regarding the current status of an applicant's Sanitation Collection account to assure that an appropriate determination is made by Consultant regarding the applicant's eligibility for assistance and the amount of assistance to be provided.

Upon receipt from Consultant of the verification of eligibility for a given applicant and the amount of assistance to be provided, CBU will credit that applicant's account accordingly from the Program Account described in Article 5.

Article 4. Compensation: The Board shall pay Consultant 10% of the total Sanitation Collection Program Account amount for the calendar year to be billed monthly to cover administrative expenses incurred by Consultant in administering this program. The total compensation paid, including fees and expenses, shall not exceed the amount of \$2,000.00 for the calendar year of 2018.

Article 5. Appropriation of Funds: The Board will establish an internal Sanitation Collection Assistance Program Account in the annual amount not to exceed \$20,000.00, which the Public Works Department shall budget for this Program. During the calendar year, CBU will monitor the Program Account balance and notify SCCAP when the funds in the account are nearing 90% depletion and advise SCCAP as to whether accepting additional applications for assistance would be appropriate. 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 "B"**, which 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: The term of this Agreement shall be January 1, 2018, to December 31, 2018. This Agreement may be renewed for additional one-year terms provided both the Board and the Consultant agree to an annual renewal of this Agreement. The Board may terminate this Agreement at any time upon giving thirty (30) days notice in writing to Consultant. Within thirty (30) days of such termination Consultant shall provide a final report to the Board, which shall consist of a complete list of all applicants served and all assistance provided, along with a summary of the performance of the Program. If at the end of the Agreement term or at the termination of the Agreement, any remaining unencumbered funds in the Program Account shall

revert to the Public Works Department. Any extension of the terms of this Agreement beyond the 2018 calendar year must be by written mutual agreement of the parties.

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 therefor. Consultant thus agrees that the work to be done pursuant to this Agreement shall be performed by the principal personnel, and such other personnel under the supervision of Consultant.

Article 9. 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 be construed to be, or represent themselves to be, employees of the Board.

Article 10. Indemnification: Consultant shall defend, 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 the Agreement or occasioned by the reckless or negligent performance or attempted performance of any provision thereof, including, but not limited to, any reckless or negligent act or omission to act or any willful misconduct on the part of the Consultant or its agents or employees or independent contractors directly responsible to it, except that the above shall not apply to the sole negligence or willful misconduct of the Board or the Board's agents, servants or independent contractors who are directly responsible to the Board. This indemnification provision shall apply even if there is concurrent or joint negligence of the Consultant and the Board, and even if there is active or passive negligence by either or both parties.

Article 11. 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 12. 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 13. 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 14. 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 15. 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 16. 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 Monroe County, Indiana.

Article 17. 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 18. 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. 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 19. Verification of New Employees' Immigration 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 "C"**, and by this reference incorporated herein, affirming that Consultant does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8 U.S. Code chapter 12 or by the U.S. Attorney General.

Consultant and any subconsultant may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or subconsultant subsequently learns is an unauthorized alien. If the City obtains information that the Consultant or subconsultant employs or retains an employee who is an unauthorized alien, the City shall notify the Consultant or subconsultant of the contract violation and require that the violation be remedied within 30 days of the date of notice. If the Consultant or subconsultant verified the work eligibility status of the employee in question through the E-Verify program, there is a

rebuttable presumption that the Consultant or subconsultant did not knowingly employ an unauthorized alien. If the Consultant or subconsultant fails to remedy the violation within the 30 day period, the City shall terminate the contract, unless the City board or department that entered into the contract determines that terminating the contract would be detrimental to the public interest or public property, in which case the City may allow the contract to remain in effect until the City procures a new Consultant. If the City terminates the contract, the Consultant or subconsultant is liable to the City for actual damages.

Consultant shall require any subconsultant performing work under this contract 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 the contract with the City.

Article 20. Non-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 swear under oath, via signed affidavit, attached as **Exhibit "D"** and by this reference incorporated herein, that Consultant has not engaged in any collusive conduct.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

City Of Bloomington:
Adam Wason
Director, Public Works Department
P. O. Box 100
Bloomington, IN 47402

South Central Community Action Program, Inc.:
Frank Peacock
Executive Director, SCCAP
1500 W. 15th Street
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 22. 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 23. 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.

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

City of Bloomington,
Board of Public Works:

South Central Community
Action Program, Inc.:

By: _____
Kyla Cox Deckard, President

By: _____
Frank Peacock, Executive Director

By: _____
Kelly M. Boatman, Vice President

Attest: _____
Name Printed: _____
Title: _____

By: _____
Dana Palazzo, Secretary

By: _____
Adam Wason, Director
Public Works Department

By: _____
John Hamilton, Mayor

EXHIBIT A

SCOPE OF SERVICES

1. Consultant will perform screening services using the following intake procedures:
 - a) Applicant will contact the Consultant's office and schedule an appointment through the Consultant's receptionist. Crisis situations will be processed immediately as a walk-in or as a crisis referral. The receptionist will inform the applicant what documentation is needed.
 - b) An application form will be completed by the applicant, and the applicant and staff completing or reviewing the application will sign the application certifying that the information is correct.
 - c) Consultant will contact the CBU Customer Service Department for current information as to the applicant's sanitation collection account status if the comments provided by the applicant do not provide that information. In particular, the Consultant's staff member must be able to determine the number of months of sanitation collection service for which the applicant is requesting payment. The total amount of assistance, which an eligible applicant may receive may not exceed the equivalent of two (2) consecutive months' sanitation collection charges on the CBU utility bills including applicable taxes. That eligible applicant is then responsible for payment of sanitation collection charges for the next three (3) consecutive months. Applicants who have received assistance as provided above may re-apply during the fifth month (the third month in which eligible applicant is paying sanitation collection charges) if assistance is needed again. This assistance program works on a rolling basis and is not limited to any single calendar year. No assistance will be provided to pay any other charges such as yard waste, appliance or large item collection costs, penalties, collection costs, and an outstanding bill from a previous address, etc.
 - d) The applicant will be given a copy of the completed and signed application form, and a file will be established for the applicant which will contain the original completed and signed application form along with copies of the applicant's CBU billing statement or CBU account history which includes charges for sanitation collection, income verification or other appropriate written information.
2. Consultant will determine eligibility for assistance using the following criteria:
 - a) Applicant must be a direct residential customer responsible for paying his/her own water/wastewater bill. A customer is defined as one receiving an individual billing from CBU.

- b) Applicant must have an over due bill which is at least 14 days late (excluding deposits, non sufficient payment processing fee, or disconnection due to a returned payment for non sufficient funds).
- c) Applicant must have a total annual household income which is at or below 200% of the most current Federal Poverty Guidelines, as set forth by the U.S. Department of Health and Human Services.
- d) Income must be verified and determined for all household members age 18 and older.
- e) Proof of twelve months income **or** six months multiplied by two **or** three months of income multiplied by four will constitute an income test for households with earned income. Households with unearned income, fixed, or non-fluctuating income, (Social Security, Disability, TANF, etc.) may be computed by a method of one month multiplied by twelve. An applicant may also demonstrate extreme financial need as attested by Consultant's Executive Director or designee and receive special review as described below.
- f) Households that demonstrate extreme financial need or are over the income guidelines may qualify for special consideration review in one or more of the following categories:
 - i. Out of pocket payment of medical expenses not covered by insurance: The applicant's household which has documented payment of medical expenses must prove the amount is not covered by an insurance claim. The amount paid by the household must be equal to or greater than the amount by which the applicant's household income exceeds the income guidelines.
 - ii. Unemployment compensation: The head of household who during the three months prior to the date of application has or currently is receiving unemployment compensation, and who did not meet the income test for eligibility, should be considered for special review.
 - iii. Loss of income: The head of household who during the three months prior to the date of application has lost her/his source of income and can prove this income loss with documentation is eligible for Special Review.

If, after a Special Review of the application, Consultant determines the household does not qualify for assistance, the application will be denied. The applicant will be notified by mail of his/her option to submit a written appeal and will be informed as to SCCAP appeals procedures.

EXHIBIT B

SCHEDULE

Consultant shall utilize the following procedures regarding effecting payment of assistance to eligible applicants and reporting to CBU and to the Department of Public Works:

1. On a weekly basis with dates to be determined by the CBU shutoff schedule, Consultant shall fax or e-mail a report indicating which applicants have been found eligible for assistance and the amount of assistance to which they are entitled. This information shall be directed to the CBU Customer Service Department and will be used to credit the applicants' accounts.
2. On or by the 5th of each month, Consultant shall fax or e-mail a spreadsheet which includes all of the information for the preceding month as to which applicants qualified for assistance and the amount of assistance they received. This information shall be directed to the CBU Accounting Department and to the Department of Public Works for the purposes of monitoring the use of Program funds.
3. At the end of the Program year or at the time when the Program funds have been exhausted, whichever comes first, Consultant shall present a report which shall consist of a complete spreadsheet of all applicants served and all assistance provided, along with a summary of the performance of the Program.

EXHIBIT C

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the _____ of _____.
(job title) (company name)
2. The company named herein that employs the undersigned has contracted with or is seeking to contract with the City of Bloomington Utilities to provide services.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an “unauthorized alien,” as defined at 8 United State Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____
_____ and acknowledged the execution of the foregoing this _____ day of
_____, 2017.

My Commission Expires:_____

Notary Public

County of Residence:_____

Name Printed

EXHIBIT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2017.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires:

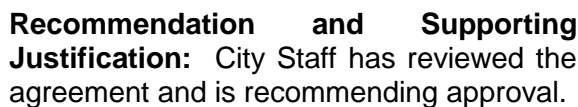
Notary Public Signature

Resident of _____ County

Printed Name



Report: The Planning and Transportation Department is requesting that the Board award the engineering services contract to Aztec Engineering Group, Inc. for the design of the North B-Line Extension Project. The project will connect the existing B-Line Trail terminus at Adams Street with the multiuse path on the West 17th Street Project. This project has been included in the MPO TIP and is anticipated to have design and right-of-way services through 2020, with construction anticipated in 2021. This agreement will cover the preliminary design services and is limited at a not-to-exceed amount of \$130,308.00.



Board of Public Works Staff Report

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of December 12, 2017 ("Effective Date") by and between City of Bloomington, Indiana, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and AZTEC Engineering Group ("the CONSULTANT"), a corporation organized under the laws of the State of Indiana.

Des. No.: 1700735

Project Description: Design and right of way services for the B-Line Trail Extension – a multiuse path construction project from the Adams Street trailhead to the multiuse path on the north side of 17th Street.

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 September 30, 2021. 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 **\$ 130,308.00.**

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:

Roy Aten, Senior Project Manager
401 N. Morton Street, Suite 130, PO Box 100
Bloomington, IN 47402

Notices to the CONSULTANT shall be sent to:

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

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:

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.

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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
AZTEC Engineering Group

LOCAL PUBLIC AGENCY
City of Bloomington, Indiana

 Signature

 Signature

 Robert L. Lemke, Jr.
 Executive Vice President

 Kyla Cox Deckard
 President, Board of Public Works

 Signature

 John Hamilton
 Mayor, City of Bloomington

Attest:

 Signature

 Signature

 (Print or type name and title)

 (Print or type name and title)

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:

PROJECT OVERVIEW

AZTEC will provide professional design services for the development of final plans of the B-Line Extension for construction in INDOT Fiscal Year 2021. Construction of the project is federally funded through the Bloomington/Monroe County MPO. The design and ROW acquisition is locally funded but must follow the INDOT LPA process for projects receiving federal aid. This includes acquisition of property in accordance with the Uniform Act.

The B-Line Extension includes a 10-ft wide multiuse path which typically follows adjacent roadways (Crescent Road, Fountain Drive) but also departs adjacent roadways between Adams and Fountain Drive as a multiuse trail along the north side of CSX railroad tracks. In the “off road” segment between Adams Street and Fountain Drive, the trail will be 12 ft. in width. The extension is approximately 4200 ft. in length.

BASIS OF ESTIMATE

The following text describes the full Scope of Services to be provided for the City of Bloomington and includes the assumptions made in the development of the scope. The fee proposal includes an initial project assessment of site conditions of the preferred route and overall viability and develops plans to approximately 15%-25% completion.

1. Data Collection, Survey, Geotechnical Investigation

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

- Compilation of plans, platting, and City GIS information for reference.
- Incorporation of GIS information into CAD to cross-reference field survey.
- Topographic survey and route plat for purposes of recording existing and final ROW.
- Karst investigation to identify potential features in the project corridor.

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

- *Bledsoe Riggert Cooper James* – Topographic survey
- *Earth Exploration, Inc.* – Geotechnical Investigation and pavement design
- *Hydrogeology Inc.* – Karst investigation
- *Little River Consultants* – Ecological investigation

C. Assumptions regarding Data Collection include the following:

- Written survey notice provided and distributed by AZTEC, but the City of Bloomington will approve the notifications.
- Survey distances will be provided as “ground” distances.
- Survey will capture trees that are 4” DBH and over and will identify them as coniferous or deciduous.
- Vertical control will be based on NAVD 88 Datum.
- Title work has been estimated based on 24 parcels with a 50% split between residential and commercial properties.
- The Geotechnical investigation includes up to 10 borings for design of the trail and approximately 500 ft. of retaining wall, and pavement design.

2. **Meetings**

- A. AZTEC's scope and cost proposal includes the following meetings:
- One (1) formal Public Meeting at approximately 15% design completion with the purpose of vetting up to three (3) design options to a wider public audience than the Early Public Outreach Meeting. This meeting will be open house format and attended by three (3) AZTEC staff. AZTEC will provide graphics for this meeting approved by City staff a minimum of one week prior to the meeting date.
 - One (1) Public Outreach Meeting at 80% design completion with the purpose of receiving feedback from stakeholders on the design and amenities, such as landscaping, which can be changed before the design is finalized for bidding. The meeting will be open house format and facilitated by an AZTEC staff of three (3) people. AZTEC will provide graphics for this meeting approved by City staff a minimum of one week prior to the meeting date.
 - Two (2) Utility Field Check meetings at 30 % and 60% design with the project Utility Coordinator and two (2) AZTEC staff in attendance with the purpose of meeting with representatives from all utility companies, including CBU, to discuss potential impacts to their facilities, relocations, and protect in place plans.
 - Three (3) Over-the-Shoulder (OTS) design review meetings hosted by AZTEC with the purpose of reviewing design development with City staff. These meeting will last one hour and will allow the City to review design progress and give input on the direction of the design.
 - Five (5) status meetings with City Planning and Engineering staff for the duration of design.
 - Eight (8) quarterly meeting with MPO, City and INDOT staff
- B. AZTEC sub-consultant attendance of meetings, if needed, is included separately in their respective cost proposals.
- C. Assumptions regarding **Meetings** include the following:
- AZTEC will provide visuals materials and plans for each public meeting. These materials will be coordinated and approved by the City Staff a minimum of one week prior to the meeting.
 - A Project Kickoff meeting is not specifically listed and was assumed to be included in one of the six (6) status meetings.

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

- A. AZTEC's scope and cost proposal for Signing, Marking, Lighting, and MOT includes *no design development* for 15% plans. The following items are anticipated to be included when the full design contract is approved:
- MOT plans showing construction phasing and road closures if necessary. Local access for residents and services (municipal, postal, etc.) will be provided and ingress/egress to the dead end segment of Fountain Drive will be provided at all times.
 - Street lighting design for the B-Line project limits that approximates the pedestrian-scale lighting on the existing B-Line and emphasizes lighting at trail crossings of public streets.
 - Details, General Notes, and Plan Sheets appropriately scaled for implementation of new signage, marking, MOT, and street lighting.
 - Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through INDOT.
 - Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.
- B. AZTEC will not utilize sub-consultants for **Signing, Marking, Lighting, and MOT**.
- C. Assumptions regarding **Signing, Marking, Lighting, and MOT** include the following:
- Street lighting fixtures are assumed to be specialized and approximate the fixtures on the existing B-Line.
 - No photometric analysis will be completed, set light pole spacing will be used.
 - MOT, signage and striping plans will be designed in accordance with Indiana MUTCD standards.

4. **Roadway (Path & Trail) Design**

A. AZTEC's scope and cost proposal for 15% plan completion of Roadway Design services include the following:

- An Engineering Assessment of the project route and potential alternatives.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements as specified by the INDOT Design Manual.
- Design of a **10-foot-wide** trail along the north side of Fountain Drive and the east side of Crescent Road. Design of a 12 ft. wide multiuse trail along the north side of the Indiana Railroad line between Fountain Drive and Adams Street. The path termini are the multiuse path along the north side of 17th Street at Crescent Road and the existing B-Line Trailhead at Adams Street.
- A desired 5 ft. buffer plot between the back of curb and the trail.
- A trail design that complies with ADA requirements as specified in the Public Rights Of Way Accessibility Guideline (PROWAG).

The following items are anticipated to be included when the full design contract is approved:

- Quantities, cost estimates, bid specifications, and special provisions to be included in a bid package for a public bidding process through INDOT.
- Cross-section sheets at 50 ft. intervals, at driveway locations, and where other unique features require additional detail for construction.
- Plan submittals at 30, 60% and 95% comprised of one (1) set of 22x34 (D-size, full scale) plans and electronic copies.
- A formal INDOT Stage III Submission in accordance with the INDOT/LPA Manual through ERMS. Prior submissions may be necessary if a Level 1 design exception is part of the project.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

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

C. Assumptions regarding Roadway Design include the following:

- Plan sheets and profile sheets for the length of the B-Line Trail Extension Project, approximately 4200 feet counting the tie-ins to prior projects at either end of the project. The sheets scale will be 1" = 20 ft. and plan and profile will be provided on the same sheet.
- The project design must emphasize bicycle and pedestrian trail users, and priority should be given to these modes of transportation.
- Indiana Design Manual (IDM) will serve as the required design guidance as on a traditional, federally funded project. AZTEC will draw from NACTO, ITE, and AASHTO guidance in designing a project balancing vehicular needs with the needs of bicyclists and pedestrians in the corridor.
- Design speed and posted speed, if applicable, will be designed at the posted speed limit or at the direction of the City Planning and Transportation Engineer.
- The proposed vertical alignment for the B-Line Trail Extension should preserve the natural terrain to the extent practicable.
- No traffic studies or analyses pertaining to adjacent streets will be conducted unless directed by the City.
- AZTEC will provide design plans to the City for their review and comment at 30% and 60% and concurrently with INDOT's review of the Stage III plans. INDOT's review is assumed to be their formal review conducted for a typical LPA project utilizing federal aid. The INDOT review is also assumed to follow INDOT's review schedule.

5. **Utility and Railroad Coordination**

A. AZTEC's scope and cost proposal for 15% plan completion of Utilities and Railroad Coordination includes the following:

- A Utility Coordinator will contact the utility owners located within the B-Line Trail Extension corridor.
- Contacting the utility owners within the boundaries of the project to request and collect the available utility maps, plans and as-built records. Preliminary review of the project indicates that the utility owners in the area include but are not limited to the following:
 1. CBU (water, sewer, storm)
 2. Vectren Gas
 3. Duke Energy
 4. Comcast
 5. AT&T
 6. Smithville
 7. Zayo
 8. US Signal
 9. City ITS (Fiber Conduit)

The following items are anticipated to be included when the full design contract is approved:

- Field Check meetings will be performed at 30% and 60% complete plans as described in 2. Meetings. The Utility Coordinator will schedule and facilitate the meeting.
- Review of each utility owner's utility relocation and/or protect in place plans by the Utility Coordinator to ensure their incorporation in the plans.
- Design of fiber conduit for the City's City-wide Broadband initiative. The fiber conduit will begin at a handhole on the north side of 17th Street near the Crescent Road intersection and extend to the B-Line Trailhead on Adams Street to a location to be determined by the City.
- Plan submissions comprised of one (1) set of 11x17 (half-scale) plans, one (1) set of 22x34 (D-size, full scale) plans, and electronic copies of the plans. Two full scale plan sets will be submitted to CBU when plans are approved and finalized.
- Preparation of utility clearance letters for each submittal using the City's format.
- Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.

B. AZTEC will not utilize subconsultants for Utility and Railroad Coordination.

C. Assumptions regarding Utility Design include the following:

- Utility relocations for CBU are not anticipated to be significant and scope and fee for design of CBU relocations is not included in the scope of services. CBU will be included in the formal Utility Coordination process.
- If CBU relocation design is necessary, AZTEC will incorporate the design (by AZTEC or others at CBU's discretion) into Roadway plans and bid simultaneously as one project to be included in the INDOT bidding process.
- AZTEC will coordinate with City ITS staff to determine their needs for fiber optic facilities in the corridor and copy City Planning and Engineering Project Management staff on all correspondence.
- Meetings with Utility Service Board (USB) and USB approvals are not anticipated for the project.
- Design of the fiber conduit will include conduit and hand holes only. AZTEC will not be involved in the design of the fiber line and associated equipment.
- AZTEC has not included relocation design for any other utilities (Duke, Vectren, Comcast, et. al.) in the scope of services.
- AZTEC will not identify any future utility needs for the City as part of the design. Design of utility alignments and service requirements of future utilities will not be provided as part of these services.
- AZTEC will provide utility relocation plans to the City and CBU at 30% and 60% plan completions and for their review and comment concurrently with INDOT's formal review of Stage III plans. INDOT's review is assumed to be the formal review conducted for a typical LPA project with federal aid and will follow INDOT's review schedule.

6. **Structural Design**

- A. AZTEC's scope and cost proposal for Structural Design services include *no design development* for Structural Design. The following items are anticipated to be included when the full design contract is approved:
- Retaining wall design for approximately 500 ft. of retaining wall where the trail impacts on adjacent properties (buildings, residential structures) may be reduced.
 - Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of retaining walls within the public ROW.
 - Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through INDOT.
 - Peer Review and Independent Check (QA/QC) of all calculations, plans and specifications under the supervision of the Quality Manager.
- B. AZTEC will not utilize sub-consultants for **Structural Design**.
- C. Assumptions regarding **Structural Design** include the following:
- Retaining wall is anticipated to be used in areas where ROW is constrained.
 - Modifications to vertical profiles of existing roadways is anticipated to be minimal.
 - No bridges are anticipated to be part of the project.
 - Until environmental assessment of property at 2102 W. Fountain Drive occurs, no structural assessment of the wall adjacent to the existing sidewalk on Fountain Drive is included in the scope of services.

7. **Drainage Design**

- A. AZTEC's scope and cost proposal for Drainage Design includes the following items:
- Preparation of a base conditions map.
 - Site reconnaissance and identification of potential design issues such as karst features and runoff in the Lemon Lane Landfill watershed.
 - Development of the overall drainage plan and critical structures for permitting and preliminary plan reviews. The overall plan includes components of a storm water system to capture runoff via ditches, curb and gutter, inlets and storm pipe.

The following items are anticipated to be included when the full design contract is approved:

- A Storm Water Pollution Prevention Plan (SWPPP) and Rule 5 permit for land disturbance of over 1 acre in accordance with 320 IAC 15 Rule 5.
 - Post-construction Best Management Practices (BMPs) including surface stabilization, runoff control, runoff conveyance, outlet protection, and storm water quality measures.
 - Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of storm water infrastructure elements.
 - Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through INDOT.
 - Peer Review and Independent Check (QA/QC) of all calculations, plans, and specifications under the supervision of the Quality Manager.
- B. AZTEC will not utilize sub-consultants for Drainage Design.
- C. Assumptions regarding **Drainage Design** include the following:

- The City will review plan submissions for drainage design and Rule 5 review. However, the SWPPP plans ultimately will be submitted for agency review and permit issuance to the Monroe County Soil and Water Conservation District and IDEM.
- The 2-year pre-development and 2-year post development storm water runoff must match. The same applies to the storm water design for the 10-year and 100-year rainfall events.
- Detention may be utilized as a post-construction BMP for storm water quality as directed by the City.
- Drainage design assumes that additional runoff into the Lemon Lane watershed will not be allowed. New storm water outfalls into this watershed will be prohibited.

8. Right-of-Way Engineering Services

A. AZTEC's scope and cost proposal does not include ROW Engineering Services. The following items are anticipated to be included when the full design contract is approved:

- Preparation of ROW Exhibits (Plats) for parcels requiring acquisition.
- Preparation of Legal Descriptions for parcels requiring acquisition.
- Appraisal Problem Analyses (APAs), Appraisals, and Review Appraisals following the Uniform Act process established by INDOT.
- Title and Encumbrance Reports to identify all recorded encumbrances on potential ROW.
- ROW Engineering and a route plat survey for the project.

B. AZTEC's anticipates our sub-contractor for ROW Engineering will the following company:

- *Beam Longest Neff (BLN)* - Route plat survey, ROW Engineering, Title Search, APAs

It should be noted that BLN will utilize local firms to assist with Title Search, Appraisals, Buying Services noted in their attached scope.

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

- Up to 24 parcels require acquisition. The ROW Acquisition will follow the Uniform Act and the INDOT process utilizing the LRS system.
- ROW Acquisition Services is anticipated to be added to the scope at a later time.
- For parcels identified for waiver valuations, a review appraisal will not be necessary and would therefore not be conducted.
- ROW acquisition is "fee simple," so ROW will not be acquired as easement.
- ROW acquisition documentation will ultimately be submitted to INDOT for formal review of land acquisition via the LPA process using federal funds.

9. Landscape Architecture Services

A. AZTEC's proposed estimate to provide Landscape Architectural design services to 15% plan completion includes the following:

- Graphics for the early public coordination meeting.
- Preparation of landscape/trail amenities and design options.

The following items are anticipated to be included when the full design contract is approved:

- For the segments of trail (multiuse path) adjacent to City streets, basic landscaping elements including street trees, retaining wall aesthetics, final contours, and re-establishment of turf.
- For the segment of trail (B-Line Extension) on the north side of Indiana Railroad between Adams Street and Fountain Drive, additional aesthetics (light fixtures, benches, pavers, trailhead treatments, etc.) approximating the existing B-Line aesthetics.
- Details, General Notes, and Plan & Profile Sheets appropriately scaled and specified for construction of the roadway elements.

- Quantities, cost estimates, and bid specifications to include in a bid package for a public bidding process through INDOT.
- Documentation of any single source items
- Peer Review and Independent Check (QA/QC) of all calculations, plans, and specifications under the supervision of the Quality Manager.

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

C. Assumptions regarding Landscaping Services include the following:

- The project includes a formal streetscape design of approximately 500 ft. of the extension of the B-Line between Adams Street and Fountain Drive. This may include but is not limited to decorative lighting, provisions for public art opportunities, specialized signage, decorative plantings, decorative pavers etc. that approximate the aesthetic features of the original B-Line design.
- Street tree species selection will be coordinated with the City Urban Forester and Tree Commission. City Planning and Engineering Project Management staff will be copied on all correspondence.
- Removal of trees in the public ROW will follow the City Ordinance for removal of trees in the ROW and coordinated with the City Urban Forester and Tree Commission.

10. Environmental Services

A. AZTEC's proposed estimate to provide Environmental Services for the 15% design completion of this project is based on the following:

- Compliance with INDOT LPA Environmental processes.
- A red-flag investigation (RFI) to determine if Phase I investigations are recommended for properties requiring ROW acquisition.
- A Public Involvement Plan (PIP) which includes early coordination letters for agencies and stakeholders distributed on City letterhead.
- One public meeting (see **2. Meetings**) held at City or another public facility.
- Consultation with INDOT-CRO to determine whether an archaeological survey is needed.

The following items are anticipated to be included when the full design contract is approved:

- Storm water requirements handled with a Rule 5 permit through IDEM.
- A Categorical Exclusion Level 2 submitted to INDOT Environmental
- A full assessment of historic properties and determination of national register eligibility.
- Up to two (2) public meetings (see **2. Meetings**) held at City or another public facility.
- A complete biological assessment and Section 7 consultation.

B. AZTEC will utilize sub-consultants for Environmental Services for Karst Investigation and Ecological Investigation. These companies and their respective roles are listed under **1. Data Collection**.

C. Assumptions regarding Environmental Services include the following:

- Right-of-way will be acquired for this project. It has been assumed that acquisitions will not result in any residents or businesses being displaced.
- If an archaeological survey is required, that effort will be submitted under a separate scope and cost.
- There is no involvement with farmland.
- There will be no socioeconomic impacts or impacts to protected populations as a result of the project. No detailed analysis of these resources will be performed.
- No detailed analysis of secondary and/or cumulative impacts will be performed

- Because this project will not increase through-capacity, traffic speeds, heavy truck percentage, or substantially change the vertical profile of the road, no traffic noise analysis will be performed.
- The project is located in an area that meets NAAQS; no air quality analysis is required
- No detailed analysis of visual resources impacts is required.
- Construction-related impacts will be addressed through compliance with Bloomington municipal code and construction/excavation permitting requirements.
- Traffic control, property access, and detours will be designed and implemented in accordance with Bloomington municipal code. Access to adjacent residences and businesses will be maintained throughout construction.
- No cemetery will be impacted by this project.
- Although the City of Bloomington is not a party to the Karst MOU, the project will abide by the stipulations of the MOU should karst impacts be identified during construction.
- Impacts to Endangered Species Act-protected species and nesting birds protected under the Migratory Bird Treaty Act will be coordinated with the Indiana Department of Natural Resources Division of Fish and Wildlife.
- There are no apparent US Army Corps of Engineers jurisdictional streams or wetlands in the project limits. Section 404/401 permitting is not a requirement of this project.
- There are no anticipated impacts to ground or drinking water.
- The project area does not occur within a sole source aquifer area.
- According to the FEMA FIRM map for the area, there are no floodplains in the project limits.
- There are no State Natural, Scenic, and Recreational Rivers in the project limits.

11. **General Administration**

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

- Coordination with City of Bloomington as needed for the design for a nine (9) month period.
- Coordination with sub-consultants as required for the design services for a nine (9) month period.
- Administration of project-related office services (meeting agendas, contract administration, copies, invoicing, etc.) for a nine (9) month period.

The following items are anticipated to be included in General Administration when the full design contract is approved:

- Continuation of the services listed above for the remainder of the contract.
- A Quality Control Review of all plans and calculations will occur for each submittal. This activity is accounted for in the individual design categories and review activities are directed by the Quality Manager.
- AZTEC will provide an engineer's construction cost estimate and bid schedule as part of the 60% and Stage III submittals. AZTEC will also provide conceptual estimates presented as a cost range specifically for any options presented at public meetings.
- AZTEC will provide technical specifications and special provisions for the project as part of the 100% final submittal for the INDOT bidding process.

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

12. **Exclusions**

In addition to the exclusions noted in the prior text, the following items have also been excluded from the scope of services (and are anticipated to be exclusions from the full design contract):

- Traffic engineering / traffic studies in the project corridor.
- Potholing of existing utilities.
- US Army Corps of Engineers 401 & 404 permits applications.
- Archaeological survey
- Injection well permitting
- Detailed analysis of socioeconomic or protected populations impacts, air or noise impacts, or secondary and cumulative impacts
- Significant CBU utility relocation design beyond spot relocations as needed.
- A new at-grade railroad crossing of the Indiana Railroad on Adams Street.
- Significant intersection improvements (e.g. 11th Street & Fountain Drive; Crescent Road & Fountain Drive) beyond those needed for the trail crossing of public streets.
- Stage 1 and Stage 2 submittals to INDOT as a result of Level 1 Design Exceptions.
- A connector path from the existing B-Line to W. 10th Street utilizing the Alexander St., Summit St. or Monroe St. rights of way.
- ROW Relocation Services.
- Bridge design and assessment of existing bridges.
- Construction inspection and materials testing services.
- Construction support services. Construction bidding will occur through INDOT.
- Clean Water Act jurisdictional delineation.

AZTEC Cost Proposal Summary

SUMMARY OF ESTIMATED COSTS

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

Project Name: B-Line Extension Project
City Project Number: DES#1700735
AZTEC Project No.: INMUN1716
Date: December 7, 2017
Revision: 0

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	49	\$ 181.47	\$ 8,892
Senior Project Engineer	88	\$ 181.47	\$ 15,969
Project Engineer	186	\$ 155.82	\$ 28,983
Engineer/Designer	246	\$ 136.79	\$ 33,650
Technician/Drafter	70	\$ 86.14	\$ 6,030
Project Assistant/Admin.	48	\$ 61.30	\$ 2,942
Totals	687		\$ 96,466

Total Estimated Labor - AZTEC	\$ 96,466
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DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery
EDR Radius Report

\$	342
\$	534
\$	180
\$	500


Total Direct Expenses - AZTEC	\$ 1,856
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SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - survey	\$ 14,768
Hydrogeology - Karst Investigation	\$ 1,998
Earth Exploration - Geotechnical Investigation	\$ 12,320
Little River Consulting - Ecological investigation	\$ 2,900

Subconsultant Sub-total (Lump Sum)	\$ 31,986
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Total Estimated Contract Value	\$ 130,308
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Adrian Reid, P.E., Associate Vice President

12/7/2017
DATE

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

1. DATA COLLECTION											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
As-Built Plans				8			8				
Right of Way Plans				8			8				
Utility Information				8			8				
Subtotal Data Collection Items				24	0	0	24	0	0	0	0
2. MEETING PARTICIPATION											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
				0							
Public Open House Meeting – 15% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	2	2				
Public Open House Meeting – 80% Completion (1 mtg @ 2 persons @ 2 hours)				4	2	2					
Utility Field Check Meetings – 30% & 60% completion (2 mtg. @ 2 persons @ 2 hours)				8	4	4					
OTS Meetings (2 meetings @ 4 persons @ 1 hours)				8	2	2	4				
Status Update Meetings (3 meetings @ 2 persons @ 1 hours)				6	3	3					
Quarterly Tracking with MPO/INDOT (8 meetings @ 1 person @ 0.5 hours)				4	4						
Subtotal Meeting Preparation / Participation Items				36	17	13	6	0	0	0	0
3. SIGNING, MARKING, LIGHTING, AND MOT											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
4. ROADWAY (TRAIL & MUP) DESIGN											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
				0							
Cover		1	24	24				24			
Develop Project Base Sheets	20	7	6	42				42			
General Notes/Typical Section		2	50	0							
Geometric Control Sheet		1	50	50		4	16	30			
Detail Sheets	varies	2	40	0		0	0	0			
Plan Sheets (Plan & Profile)	20	6	35	110		10	40	30	30		
Subtotal Roadway Items		19	11.9	226	0	14	56	126	30	0	0
5. UTILITY & RAILROAD COORDINATION to 15%											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Utility Conflict Assessment/Documentation following INDOT guidelines		n/a		10		10					
Meetings with utility companies (1 mtgs./util. @ 7 utilities @ 1 persons @ 1 hr.)				7		7					
Railroad coordination/Documentation with INDOT RR staff				4		4					
Subtotal Utility Items		0		21	0	21	0	0	0	0	0
6. STRUCTURAL DESIGN											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
7. DRAINAGE DESIGN											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Prepare Existing Conditions Base Map	20	7	2	14				14			
Review Site and Identify Design Issues		n/a	n/a	16				16			
Develop overall Plan		n/a	n/a	16				16			
Identify and Design Critical Structures for Grade Review		n/a	n/a	16				16			
Identify and Design Critical Structures for Permitting		n/a	n/a	16				16			
Subtotal Drainage Items		14		94	0	0	0	94	0	0	0
8. LANDSCAPING SERVICES											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Public Meeting Graphics (15% Design Completion)		n/a		38			12	10	16		
Preparation of Landscape/Trail Amenities Design Options		n/a		26			2	8	16		
Subtotal Landscaping Items		0		64	0	0	14	18	32	0	0
9. ENVIRONMENTAL SERVICES											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Prepare Red-Flag Investigation Report				40		8	24		8		
Public Involvement Plan incl letters and public exhibits				34			30			4	
Assessment of historic properties and determination of National Register eligibility				36		32				4	
Biological Assessment and Section 7 Consultation materials				40			32	8			
Subtotal Environmental Items				150	0	40	86	8	8	8	8
10. GENERAL ADMINISTRATION – 9 Months											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Administration of Subconsultants and Project Control (9 months @ 8 hours/month)				72	32					40	
Subtotal General Administration Items				72	32	0	0	0	0	40	
SUMMARY OF HOURS											
SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA		
TOTALS		48		687	49	88	186	246	70	48	

INDOT Pre-qualification List and Assignees

B-Line Extension Project

DES #: 1700735

AZTEC Engineering Group

AZTEC Subconsultants:

BRCJ

Hydrogeology, Inc.

Earth Exploration

Little River Consultants

Beam Longest Neff

Prequal. No.	Description	Firm	Notes
5.2	Environmental Document Preparation	AZTEC	Assumes CE2.
5.4	Ecological Surveys	Little River	Needed for biological assessment & Section 7 consultation
5.10	Historical/Architectural Investigations	AZTEC	Needed for potentially historic property.
5.11	ESA Screening, Phase I and Phase II, Remedial Design	Hydrogeology	If needed. Not scoped.
5.12	Karst Studies	Hydrogeology	Potential karst features along the route.
6.1	Topographical Survey Data Collection	BRCJ	
7.1	Geotechnical Engineering Services	Earth Exploration	Needed for retaining walls, pipe extensions, pavement design.
8.1	Non-Complex Roadway Design	AZTEC	
10.4	Lighting Design	AZTEC	AZTEC is in the proces of getting this prequal from INDOT
11.1	ROW Plan Development	BLN	11.1 not one of AZTEC's prequals
12.1	Project Management for Acquisition Services	BLN	12.1 not one of AZTEC's prequals
12.2	Title Search	BLN	BLN teaming with Courtland Title and another DBE
12.4	Appraisal	BLN	BLN teaming with Monroe/Owen Appraisals
12.5	Appraisal Review	BLN	BLN to conduct reviews in-house.
12.6	Negotiating	BLN	BLN teaming with Todd Taylor
12.7	Closing	BLN	BLN teaming with Todd Taylor
15.1	Bicycle/Pedestrian Planning & Design	AZTEC	Relevant prequal but not specifically required
15.1	Landscape Architecture	AZTEC	Relevant prequal but not specifically required
15.1	Hydrology, Hydraulics and Drainage	AZTEC	Relevant prequal but not specifically required

APPENDIX A.1
BRCJ Survey Scope & Cost

December 6, 2017

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

Re: B-Line Extension Project - Bloomington, IN

Mr. Reid,

Bledsoe Riggert Cooper James, Inc. (BRCJ) is pleased to present this professional surveying services proposal for the B-Line Extension project. We propose to perform the following task(s).

TASK 1 SCOPE OF SERVICES – LUMP SUM FEE OF \$14,768.00:

- 1) Prepare a topographic survey.
 - a. A topographic survey will be performed based on the attached exhibits & details showing the proposed B-Line Extension.
 - b. Locate trees 4" in diameter and larger.
 - c. Locate visible (risers, meters, valves, ect...) utilities and utilities marked by Indiana811. Overhead utilities will be identified as overhead without special investigation to the type or nature.
 - d. Locate storm and sanitary structures. Rim and invert elevations along with pipe sizes will be noted.
 - e. Any survey work inside railroad right-of-way will require access permits and a railroad flagger. Any fees or work associated to work inside railroad right-of-way is not included in this proposal.
 - f. This proposal does not include private locates or utility exploration.
- 2) Establish horizontal/vertical control.
 - a. Horizontal control will be established on Indiana West Zone State Plane Coordinates (NAD83).
 - b. Distances will be provided as grid distances.
 - c. Vertical control will be based upon the NAVD 88 Datum.
- 3) Provide a final 2013 AutoCAD drawing (.dwg) and PDF (.pdf) of the survey once completed.

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

Term & Conditions of payment:

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

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

Sincerely,



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

CIRCLE REQUESTED TASK(S)

(SHOW TASK TOTAL)

Task 1 = \$14,768.00

Task 2 = \$0.00

PROPOSAL TOTAL = \$ _____

Clients Signature Date

BRCJ HOURLY FEE SCHEDULE

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

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

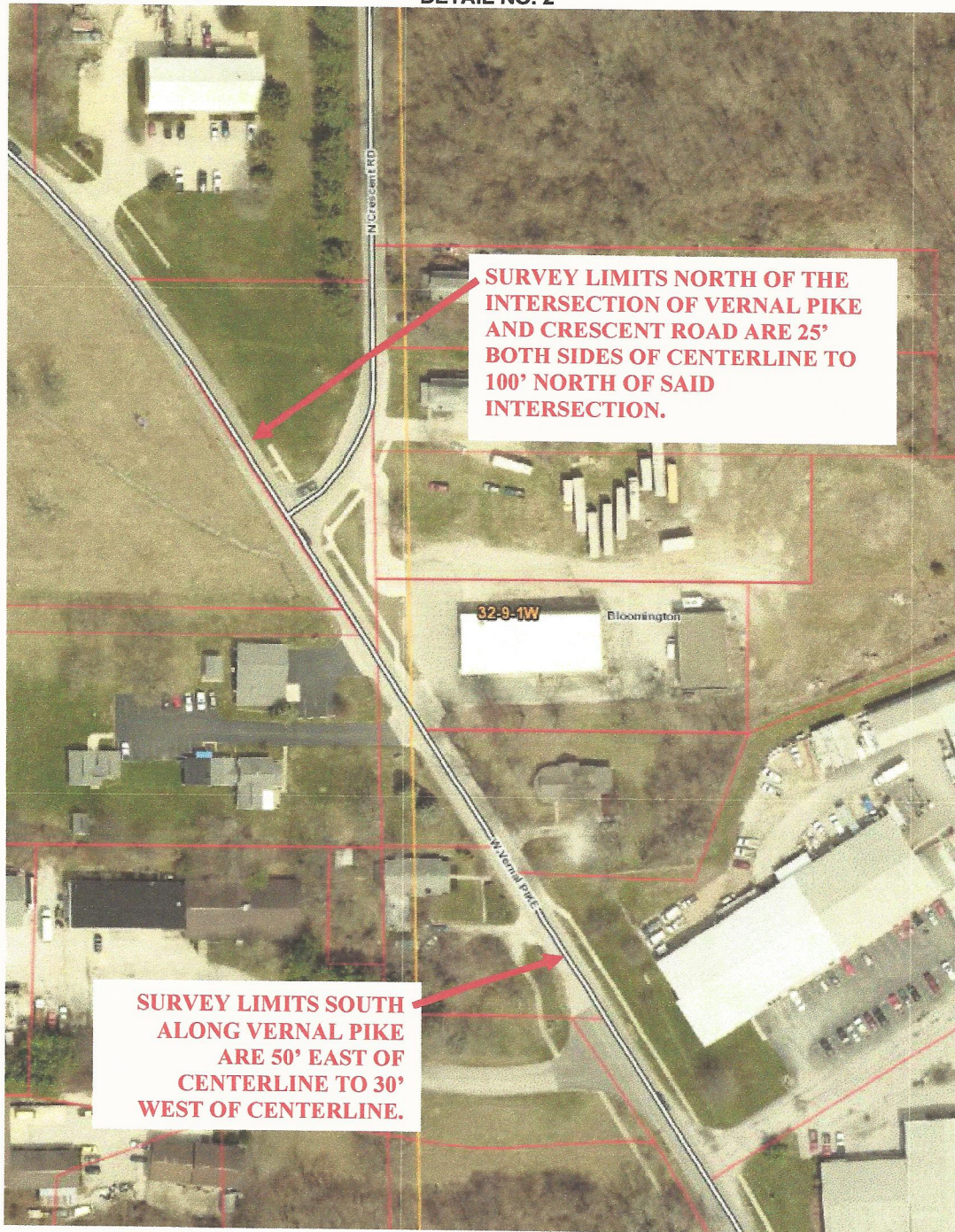
OVERALL EXHIBIT





SURVEY LIMITS ALONG
CRESCENT ROAD ARE 50' EAST OF
CENTERLINE TO 30' WEST OF
CENTERLINE.

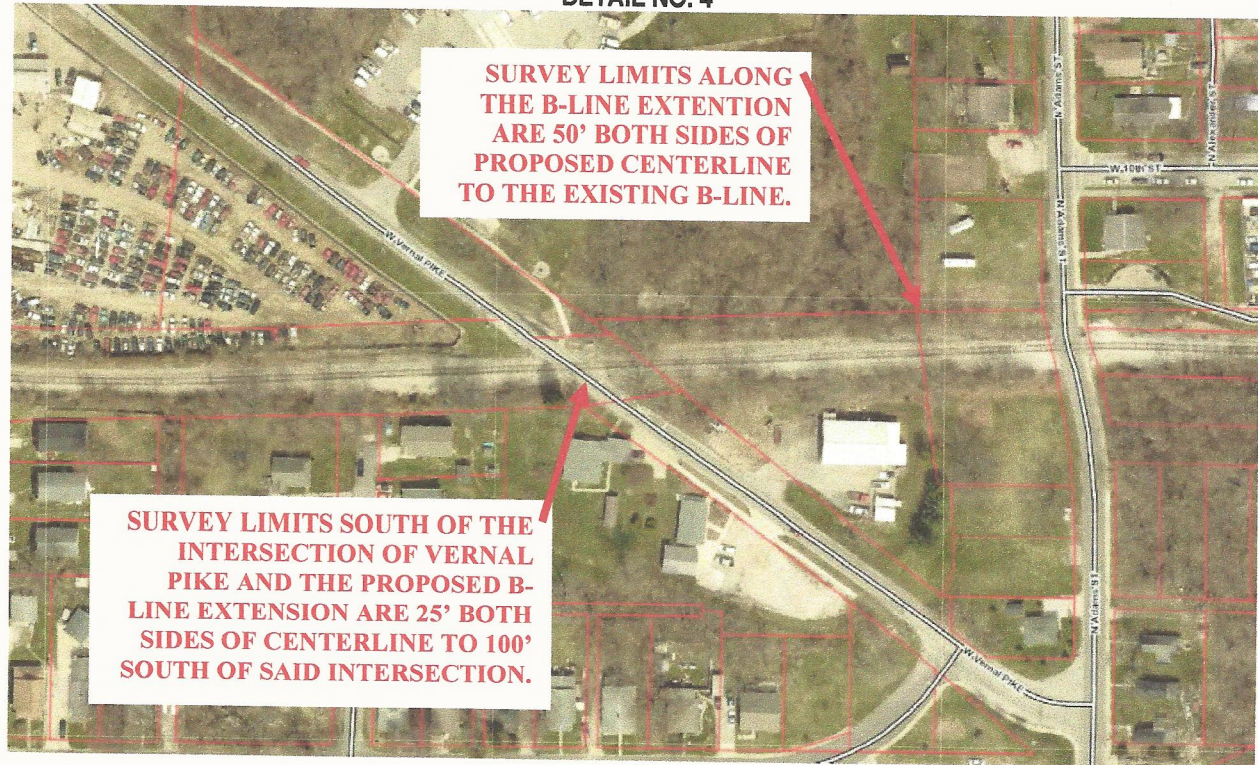
DETAIL NO. 2



DETAIL NO. 3



DETAIL NO. 4



APPENDIX A.2
Hydrogeology, Inc. Scope & Cost

November 28, 2017

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

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

Dear Mr. Reid:

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

Proposed Scope of Services

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

1. Research available public and private karst resources for the survey area.
2. Field check karst features that appear from the first task and identify any additional karst features.
3. Prepare a draft report, with photographs and maps, drainage areas, and land use of that drainage area for each sinkhole or karst feature.

Estimated Costs

The cost to complete the scope of services described in this proposal is \$1,998.00. See itemized budgetary estimate summarizing all costs associated with the proposed scope of services, included as Table 1.

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

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

Sincerely,

Hydrogeology, Inc.

A handwritten signature in black ink, consisting of several loops and a trailing line, representing the signature of Jason N. Krothe.

Jason N. Krothe, LPG IN-2511
President

hydrogeology inc.

1211 S Walnut St
Bloomington, IN 47401

Table 1: Estimated Costs

Submitted To: Adrian Reid, AZTEC Engineering

Submitted By: Jason Krothe, Hydrogeology Inc.

Project: B-Line Trail Extension Karst Survey

Location: Bloomington, IN

1. Karst Resources Review

Labor	Number of Hours	Cost per hour	Cost
Senior Geologist	4	\$110.00	\$440.00

Task Cost	\$440.00
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2. Karst Feature Survey

Labor	Number of Hours	Cost per hour	Cost
Senior Geologist	4	\$110.00	\$440.00
Field Geologist	4	\$59.00	\$236.00

Mileage (roundtrip)	# of trips	Cost per mile	Cost
5	1	\$0.40	\$2.00

Task Cost	\$678.00
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3. Data Interpretation/Report Preparation

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

Task Cost	\$880.00
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Estimate Total	\$1,998.00
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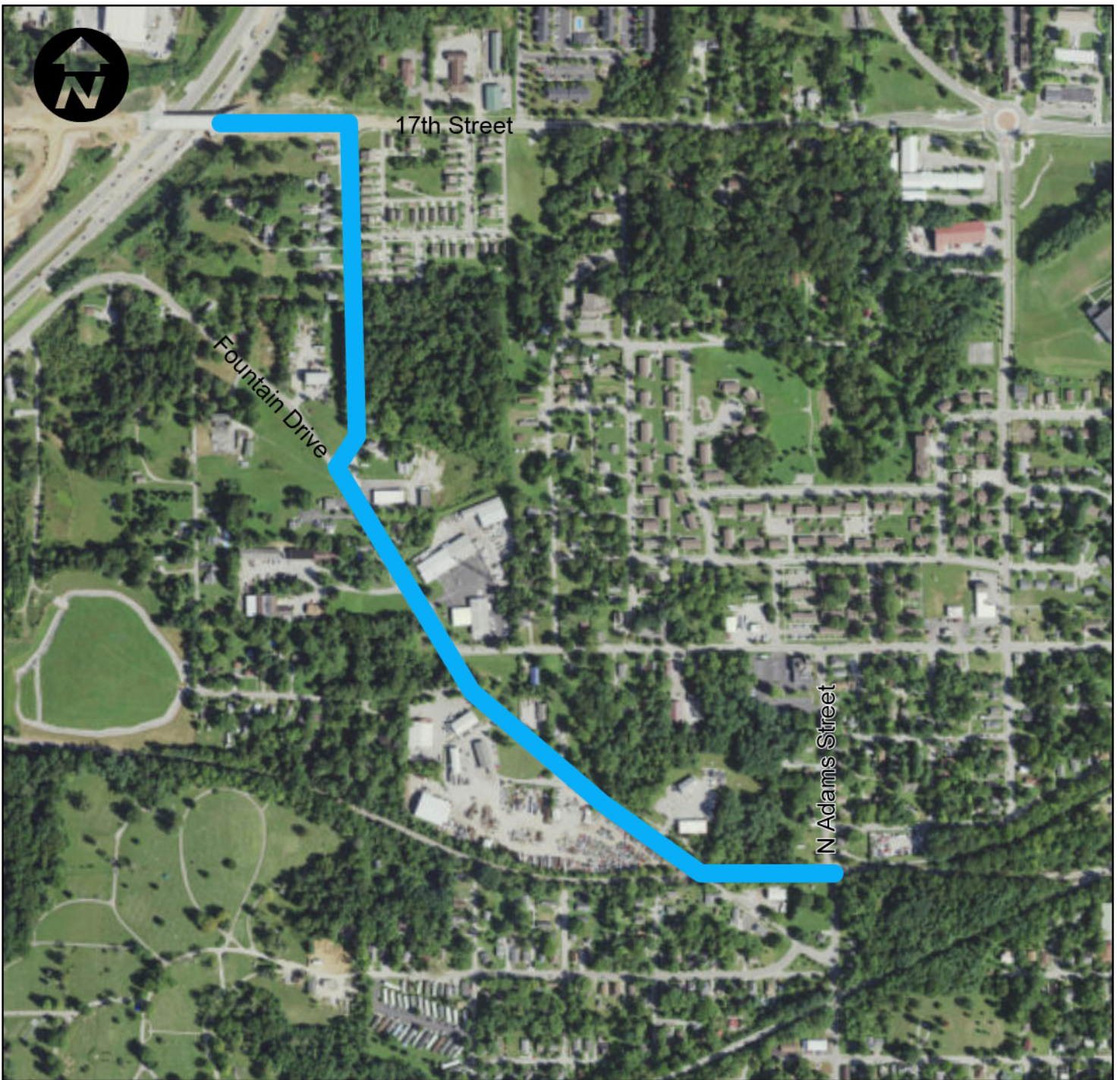
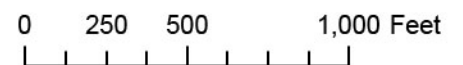


Figure 1: B-Line Trail Extension.



APPENDIX A.3
Earth Exploration, Inc. Scope & Cost

Geotechnical Cost Estimate

B-Line Trail Extension

Bloomington, Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$260.00	\$260.00
b. CPT	ea	\$440.00	
c. Field and utility coordination	1 LS	\$630.00	\$630.00
d. Field coordination with property owners			
i. 1 - 10	1 LS	\$300.00	\$300.00
ii. 11 - 25	LS	\$500.00	
iii. Over 25	LS	\$690.00	
e. Mileage	140 mi	\$3.40	\$476.00
2. Truck mounted borings with split spoon sampling	137.5 ft	\$18.50	\$2,543.75
3. Truck mounted borings with drilling fluid	ft	\$18.50	
4. Truck mounted core drilling	10 ft	\$38.00	\$380.00
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$36.40	
b. Bridge deck coring and restoration	ea	\$330.00	
6. Cone penetrometer testing			
a. Set up	ea	\$75.00	
b. Subsurface profiling	ft	\$11.90	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$91.00	
ii . Penetration	ft	\$14.20	
iii. Pore water dissipation test	hr	\$184.00	
iv. Hydraulic conductivity and consolidation	ea	\$70.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$15.23	
e. Sample	ea	\$22.00	
7. Hand or truck soundings	ft	\$11.60	
8. Hand auger drilling	10 ft	\$12.00	\$120.00
9. Skid mounted borings with split spoon sampling	ft	\$29.00	
10. Skid mounted borings using drilling fluid	ft	\$29.00	
11. Skid mounted core drilling	ft	\$42.00	
12. Skid mounted boring through bedrock or boulders	ft	\$44.00	
13. Skid mounted soundings	ft	\$16.40	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$110.00	
b. Subsurface profiling	ft	\$17.30	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$108.00	
ii. Penetration	ft	\$20.00	
iii. Pore Water Dissipation Test	hr	\$216.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$83.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$23.50	
e. Sample	ea	\$31.00	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$5,600.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$140.00	
b. Non-navigable water barge set-up	ea	\$4,800.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,000.00	
b. Non-navigable water	ea	\$1,800.00	
18. Barge mounted borings with split spoon sampling	ft	\$32.00	
19. Barge mounted core drilling	ft	\$44.00	
20. Barge mounted boring through bedrock or boulders	ft	\$44.00	
21. Barge mounted soundings	ft	\$19.00	
22. Casing through water	ft	\$8.15	
23. Uncased sounding through water	ft	\$5.40	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	5 ea	\$68.00	\$340.00
b. Rock core borings	2 ea	\$116.00	\$232.00
25. Additional 2-in. split spoon sampling	5 ea	\$20.00	\$100.00
26. 3-in. split spoon samples	ea	\$22.00	
27. 3-in. Shelby tube samples	ea	\$60.00	
28. Bag samples			
a. 25-lb sample	ea	\$50.00	
b. 5-lb sample	ea	\$32.00	
29. Field vane shear test	ea	\$110.00	
30. 4½-in. cased hole	ft	\$12.00	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation	ft	\$14.07	
b. Piezometer installation up to 25 ft below surface	ea	\$245.00	
c. Piezometer installation deeper than 25 ft below surface	ea	\$270.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$120.00	
32. Geotechnical engineer	4 hr	\$115.00	\$460.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	2 ea	\$36.50	\$73.00
b. PVC slotted pipe	ft	\$5.60	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	10 ea	\$105.00	\$1,050.00
ii. CPT	ea	\$45.00	
b. More than 30 ft			
i. SPT	ft	\$6.30	
ii. CPT	ea	\$1.88	
c. Pavement restoration	10 ea	\$58.00	\$580.00
36. Dozer rental		Actual Cost	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
37. Traffic control			
a. Flag crew	day	\$700.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	1 day	\$800.00	\$800.00
38. Centerline surveying		Actual Cost	
Subtotal (Geotechnical Field)			\$8,344.75

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	3 ea	\$48.00	\$144.00
40. Hydrometer analysis	3 ea	\$55.00	\$165.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$75.00	
b. Analysis by Using (AASHTO T-27)	ea	\$131.00	
42. Liquid limit	3 ea	\$33.00	\$99.00
43. Plastic limit & plasticity index	3 ea	\$24.00	\$72.00
44. Liquid Limit Ratio	ea	\$74.00	
45. pH test	3 ea	\$15.00	\$45.00
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$23.00	
b. Loss on Ignition Test (Sequential)	ea	\$51.00	
c. Organic content based on Clorimeter	ea	\$23.00	
47. Topsoil Tests			
a. Phosphorus tests	ea	\$20.00	
b. Potassium tests	ea	\$20.00	
48. Moisture Content Tests			
a. Moisture Content Test (Conventional)	50 ea	\$6.50	\$325.00
b. Moisture Content Test (Microwave)	ea	\$8.00	
49. Expansion Index of Soils	ea	\$230.00	
50. Specific Gravity Test	ea	\$35.00	
51. Unit weight determination	5 ea	\$17.00	\$85.00
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$225.00	
b. Falling Head	ea	\$275.00	
53. a. Unconfined Compression Test	5 ea	\$44.00	\$220.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$110.00	
c. Point Load Strength Index of Rock	ea	\$42.00	
54. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$105.00	
b. Elastic Moduli of Intact Rock	ea	\$420.00	
55. Consolidation Test	ea	\$430.00	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$336.00	
b. Consolidated - Undrained (CU)	ea	\$500.00	
c. Consolidated - Drained (CD)	ea	\$700.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$242.00	

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
57	Direct Shear Test	ea	\$520.00	
58	Moisture-Density Relationship Test			
	a. Standard Proctor	ea	\$135.00	
	b. Modified Proctor	ea	\$147.00	
59	Soil Support Testing			
	a. California Bearing Ratio Test	ea	\$515.00	
	b. Subgrade Resilient Modulus	ea	\$600.00	
60	Collapse Potential Evaluation Test			
	a. Silty Soil (Loess)	ea	\$370.00	
	b. Cohesive or Expansive Soils	ea	\$441.00	
61	Water Soluble Sulfate Test	3 ea	\$100.00	\$300.00
62	Water Soluble Chloride Test	ea	\$100.00	
63	Soil Resistivity Test	ea	\$131.00	
64	a. Slake Durability Index Test	ea	\$122.00	
	b. Jar Slake Test	ea	\$13.00	
Subtotal (Geotechnical Laboratory)				\$1,455.00

GEOTECHNICAL ENGINEERING

65	Geotechnical profile and related work			
	a. Without soil subgrade drawings			
	First mile	LS	\$1,150.00	
	Each additional mile	mi	\$525.00	
	b. With soil subgrade drawings			
	First mile	LS	\$1,365.00	
	Each additional mile	mi	\$600.00	
	c. Soil subgrade drawings (only)			
	First mile	LS	\$350.00	
	Each additional mile	mi	\$220.00	
66	Geotechnical report			
	a. Without soil subgrade investigation			
	First mile	1 LS	\$1,660.00	\$1,660.00
	Each additional mile	mi	\$700.00	
	b. With soil subgrade investigation			
	First mile	LS	\$1,900.00	
	Each additional mile	mi	\$800.00	
	c. Soil subgrade investigation (only)			
	First mile	LS	\$600.00	
	Each additional mile	mi	\$360.00	
67	Settlement analysis and recommendations for embankment			
	a. Proposed embankment	ea	\$495.00	
	b. Proposed and existing embankment	ea	\$550.00	
68	Ground modification design	ea	\$1,450.00	
69	Slope stability analysis			
	a. C, ϕ or C & ϕ analysis	ea	\$770.00	
	b. Corrective measures	ea	\$770.00	
	c. Stage construction corrective method	ea	\$1,340.00	

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
70	Bridge foundation analysis and recommendations			
	a. Shallow foundation	ea	\$475.00	
	b. Deep foundation			
	i. Deep foundation analyses	ea	\$840.00	
	ii. Wave equation analyses	ea	\$325.00	
	iii. Liquefaction analysis	ea	\$260.00	
	iv. Group - 3D analysis	ea	\$420.00	
	c. Settlement analysis for bridge pier foundation			
	i. Bridge pier	ea	\$380.00	
	ii. Embankment plus pier	ea	\$420.00	
	iii. Embankment plus pier plus all other loads	ea	\$485.00	
	d. Foundation on bedrock	ea	\$370.00	
71	Retaining structure analysis recommendations			
	a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
	i. Shallow foundation	1 ea	\$860.00	\$860.00
	ii. Deep foundation	ea	\$1,130.00	
	iii. Settlement analysis for retaining wall foundation	ea	\$370.00	
	b. Pile retaining structure analysis and recommendations			
	i. Free standing structure	ea	\$1,000.00	
	ii. Retaining structure with tie-back system	ea	\$1,450.00	
	c. Drilled-in-pier retaining structure analysis			
	i. Free standing structure	ea	\$1,025.00	
	ii. Retaining structure with tie-back system	ea	\$1,470.00	
	d. Soil nailing wall analysis	ea	\$990.00	
72	Seepage analysis	ea	\$1,400.00	
73	Deep dynamic compaction analysis	ea	\$1,400.00	

Subtotal (Geotechnical Engineering) \$2,520.00

CONSTRUCTION INSPECTION AND MONITORING

74	Pressuremeter testing services	day	\$1,600.00	
75	Mobilization of testing equipment	LS	\$160.00	
76	a. Monitoring geotechnical instrumentation	hr	\$75.00	
	b. Field Inspector	hr	\$75.00	
77	Integrity testing		Actual Cost	
78	Field Compaction Testing			
	a. Dynamic Cone Penetration Test (DCPT)	hr	\$75.00	
	b. Light Weight Deflectometer Test (LWD)	hr	\$75.00	
79	Dynamic pile analysis	ea	\$1,025.00	
80	Static load test	ea	\$1,025.00	
81	Dynamic pile load test		Actual Cost	
82	CAPWAP-C analysis	ea	\$480.00	
83	Final construction inspection report	ea	\$925.00	

Subtotal (Construction Inspection and Monitoring)

FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS

84	a. Surface test/Pier or foundation		Actual Cost	
	b. Borehole test/Pier or foundation		Actual Cost	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations		Actual Cost	

GEOTECHNICAL PROJECT MANAGEMENT

86 Project Management			
a. Project Coordination	mi	\$1,620.00	
b. Project Website	LS	\$3,420.00	
87 Geotechnical Review			
a. Structure Report	ea	\$325.00	
b. Roadway Report	mi	\$275.00	

Subtotal (Non-Destructive, Geophysical and Project Management)

PAVEMENT INVESTIGATION

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

Subtotal (Pavement Investigation)

Summary of Fees

Geotechnical Field	\$8,344.75
Geotechnical Laboratory	\$1,455.00
Geotechnical Engineering	\$2,520.00
Construction Inspection and Monitoring	
Non-Destructive, Geophysical and Project Management	
Pavement Investigation	

Geotechnical Total \$12,319.75

Pavement Design

Estimated Total \$12,319.75

APPENDIX A.4
Little River Consulting Scope & Cost



November 30, 2017

Jessica Rybczynski
AZTEC Engineering
4561 East McDowell Road
Phoenix, Arizona 85008

Subject: Proposal for Natural Resources Red Flag Survey
B-Line Trail Expansion
Bloomington, Indiana
Project 17-030

Dear Ms. Rybczynski:

Little River Consultants is pleased to provide you with this proposal for natural resources services for expansion of the B-Line Trail in Bloomington, Indiana. Per your correspondence, the project will connect the existing B-Line Trail Terminus at Adams Street with the multiuse path on the 17th Street I-69 overpass. The current proposed route for the new trail would follow the railroad corridor from Adams Street to Fountain Drive (Vernal Pike), Fountain Drive from the railroad corridor to Crescent Road, and Crescent Road from Fountain Drive to 17th Street. AZTEC will be preparing a cursory analysis of the proposed route and right-of-way to identify, early on, potential problem areas along the route. In support of the larger effort, Little River Consultants would provide an assessment of biological and water resources along the proposed route. Specifically, we propose the following services in support of your project.

SCOPE OF SERVICES

The purpose of this service is to identify potential biological or water resources along the proposed route and summarize permitting requirements associated with impacts to any identified natural resources.

Task 1 – Field Data Collection: Little River staff will conduct an inventory of natural resources present onsite. Prior to onsite data collection, we will review IDNR Natural Heritage Data, existing maps, and available GIS data layers to identify any features that have already been recorded in the project vicinity. Once onsite we will inventory and map natural resources identified within the project limits, which could include wetlands, streams, sinkholes, bat habitat, other endangered or threatened species habitat, floodplain forests. This task *will not* include habitat assessments, stream assessments, or wetland delineations, but rather is a presence/absence level survey. Natural resources identified within the project limits will be mapped using sub-meter accurate GPS for use in future project planning and design.

Task 2 – Summary Report: From the data collected onsite, we will generate an exhibit showing the location of any natural resources identified within the project limits. We will provide AZTEC with a summary report describing mapped features, along with the permitting requirements associated with impacts to those features. Attachments will include reference maps and data used to compile the natural resource inventory, such as floodplain maps, soils maps, endangered species lists, etc.

Task 3 – As Needed Assistance: As the project progresses through NEPA and design, Little River staff will be available to provide technical support regarding natural resources impacts, INDOT processes, permitting procedures in Indiana, and document review, on an as-needed basis.

ESTIMATED FEE

We propose to bill you on a Lump Sum basis upon completion of Task 1 and Task 2. Payment shall be due within 30 days of invoice date. The Lump Sum amounts include all direct and indirect expenses incurred during execution of the work described above. This cost estimate is based on the scope of services described above, the project alignment supplied on November 29, 2017, and on our current understanding of the project. This cost estimate is for evaluation of the current proposed alignment only. Should alternative alignments require assessment, this proposal can be amended. The estimated fee to complete Tasks 1 and 2 is:

Task 1: Field Data Collection	\$1,100.00
<u>Task 2: Summary Report</u>	<u>\$1,800.00</u>
Total	\$2,900.00

Task 3 will be billed on a time and materials basis and invoiced monthly. Direct expenses will be passed through without markup. Rates for Task 3 are as follows:

Chief Ecologist	\$97.50
Senior Ecologist	\$86.50
Project Manager	\$65.00
Mileage	\$0.54/mi

SCHEDULE

Little River can initiate work on this project within two weeks of your notice to proceed (NTP). We will coordinate with you regarding access to the project area. Completion of the fieldwork will be contingent on site access and weather, but is estimated to require 3 weeks from NTP to complete. The summary report can be completed within two weeks of completion of field work.

CLOSING

We appreciate the opportunity to propose on this project and are confident our depth of experience on similar projects will be an asset to your project. Please feel free to contact me at



317-702-7291 or at rachele@littleriverconsultants.com if you have any questions regarding this proposal.

Sincerely,



A. Rachele Baker, PWS, CPESC
Chief Ecologist

Proposal Acceptance

Signature

Date



APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc. in the case they differ from INDOT design standards.
2. Standard Specifications and standard drawings applicable to the project and specifically to the B-Line design elements.
3. Plans (as-built) of other public projects and private developments within the project limits, to the extent this information is available, including 17th Street and the B-Line.
4. Aerial Survey, GIS, and CAD information for the trail corridor to the extent this information is available. This includes CBU facilities, storm water, roadway, parcel, building, address, and other information AZTEC may request.
5. Locations and appropriate insurance for public meetings with the exception of meetings at AZTEC's office.
6. Approval and distribution of public notices for public meetings.
7. Feedback in written form or as plan mark-ups on formal plan submissions for plan elements across multiple disciplines as they relate to the project.
8. Utility plans, easements, etc. for City-owned utility facilities in the trail corridor.
9. Access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
10. Assessment and feedback regarding environmental features and impacts as they relate to compliance with applicable City ordinances and overall environmental impacts.
11. Direction on the desired aesthetic elements for project features such as crossing treatments, furnishings (benches, trash receptacles, etc.), lighting features, retaining walls, etc.
12. As-built information and current plans, if available, of City projects and private development in the project area.
13. Direction on preferred storm water quality BMPs for implementation in the drainage design.
14. Recording fees reimbursement at cost.
15. Review and approval of appraisers' Statements for Basis of Just Compensation by City Legal. AZTEC will provide the text and documents and disperse offer letters after receiving City approval.
16. Review and authorization to distribute 10-day letters before the end of the 30 day offer period or as otherwise determined by the City.
17. Approval of administrative settlements.

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:

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	December 15, 2017	Friday following BPW
Early Public Outreach Meeting	February 6, 2018	
Initial Project Assessment Completion	March 8, 2018	
Public Meeting (15% Design)	April 4 2018	
Stage I (30% Design) Plans	June 29, 2018	Formal review by City and utility companies (grade review)
Stage II (60% Design) Plans	October 17, 2018	Formal review by City and utility companies (field check)
Approval of Environmental for ROW Purchase	November 16, 2018	Formal review
Public Meeting (80% Design)	January 22, 2019	
Stage III (100%) Plans	May 29, 2020	Plans for INDOT bid
Bid Opening/Award	November 2020	INDOT Nov. letting

APPENDIX "D"

(See Attachment "D" to the INDOT-LPA Project Coordination Contract and need to include any Travel reimbursement provisions).

Mileage reimbursed at current INDOT rate.



INDIANA DEPARTMENT OF TRANSPORTATION

Driving Indiana's Economic Growth

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

External Audit <http://www.in.gov/indot/2846.htm>

Division of Economics, External Audit, and Performance Metrics

June 9, 2017

Re: Report on Review of Financial Prequalification submission **17-15-120**
For Fiscal Year Ending: December 31, 2016

Kara Strong
AZTEC Engineering Group, Inc.
4561 E. McDowell Road
Phoenix, AZ 85008

Dear Ms. Strong:

External Audit has reviewed the Financial Prequalification submittal by AZTEC Engineering Group, Inc. for the fiscal year ending December 31, 2016. This notice is to report the results of the financial review. For further information regarding the overall Prequalification status of your firm, including technical requirements, please contact the Prequalification Section directly.

We reviewed an Indirect Cost Schedule and associated required documents for Financial Prequalification submitted for the CPA Audited Level as application #15631.

Per the Keegan, Linscott & Kenon, P.C. report, the Indirect Cost Schedule was audited in accordance with generally accepted government auditing standards issued by the Comptroller General of the United States and 48 CFR Part 31, with an audited home office indirect cost rate of 186.85%, field office rate of 61.24%, and facilities capital cost of money rate of .20% and expressed the opinion that these rates present fairly, in all material respects, the direct labor, fringe benefits, and general overhead of AZTEC Engineering Group, Inc. for the period ending December 31, 2016.

Indiana Department of Transportation (INDOT) accepts the use of these rates for invoicing of services provided during the firm's fiscal period covered by this report, for contracts with or administered through the agency. Acceptance of these rates for this use does not constitute "establishment of a rate by a cognizant agency" for the purpose of applying the regulations published in Title 23 CFR Sect. 172.7. INDOT also accepts the use of these rates as provisional rates for estimating, negotiating and billing current contracts with or administered through the agency. This provisional rate acceptance expires June 30, 2018. Costs billed to contracts with federal participation are subject to audit for compliance with the cost principles contained in 48 CFR Part 31. With the financial prequalification accepted at the CPA Audited Level, this firm is **not** restricted to total annual billings of less than \$250,000.00 for a contract or contracts with or administered through INDOT.

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Joe McGuinness, Commissioner

Total wages and salaries (not including bonuses, profit share, company retirement contributions, or other unallowable forms of indirect compensation) were submitted as \$5,665,363 Direct and \$2,258,257 Indirect, for a total of \$7,923,620.

The audited financial submission for this firm documents the separation of direct and unallowable indirect vehicle operating cost, from allowable indirect vehicle operating costs. This firm may bill and be reimbursed for direct miles billed for contracted services in accordance with State statute and policy.

Issues concerning the financial data submitted to the Agency and the allowable indirect cost rates accepted by External Audit are subject to the following procedures. All CPA workpapers used as the basis to establish an audited overhead rate must be made available to INDOT for review at a location of mutual agreement, as determined by INDOT and the consultant firm. The consultant firm named above is solely responsible for all costs billed by the firm's Independent CPA related to the review of the auditor's work papers by the agency. INDOT and American Council of Engineering Companies agreed to the implementation of a Dispute Resolution Procedure effective January 1, 2008. Firms wishing to dispute the indirect cost rates allowed by the agency may request a meeting with David Brewer, Manager of External Audit, (DBrewer1@INDOT.IN.GOV).

This letter is for internal use only and shall not be used for any other purpose. Occasionally, INDOT receives requests from other state transportation agencies to share the financial data for firms providing financial prequalification submissions to our agency, and we may respond to those requests. Firms offering "engineering and design services", as defined under 23 USC 112(b) (2) (A), who have submitted financial data for Prequalification with INDOT will receive a notification from External Audit summarizing any such data provided and identifying the agency and contact person receiving the information.

If you have any questions or concerns regarding your financial submission or the allowable indirect cost rate for your firm, you may contact External Audit directly.

Sincerely,

David E. Brewer, Manager of External Audit
Phone: 317-234-7838
dbrewer1@INDOT.IN.GOV

cc: Robert Lemke, AZTEC Engineering Group, INC.
Penny Royer-Pitcock, External Auditor
Jose Murillo, Prequalification Engineer, INDOT
John Leming, Consultant Prequalification Analyst, INDOT

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

December 4, 2017

Re: Proposal for Limited Environmental Assessment
B-Line Trail Extension, Bloomington, Indiana.

Dear Mr. Reid:

Hydrogeology Inc. (HGI) respectfully submits the following proposal to conduct a limited environmental assessment on behalf of Aztec Engineering, regarding the proposed B-Line trail extension for the City of Bloomington. HGI will evaluate the Site for the purpose of assessing potential/initial environmental risks pertaining to the proposed route of B-Line recreational trail. The following proposed scope of services detail the HGI approach and anticipated costs.

Proposed Scope of Services

HGI has developed a reasonable approach for a limited environmental site evaluation - this limited review is known as an *Environmental Background Check (EBC)*[™]. The purpose of an EBC is to provide a similar level of due diligence for commercial properties or large areas where a singular traditional Phase 1 ESA is not necessary.

The proposed EBC will be completed as a preliminary tool specifically to identify any potential environmental risks either along the proposed B-Line route or on adjacent properties. The general components of the EBC include the following:

- **Site and Adjacent Property Records Review** – Local and state records of Site and adjacent properties in close approximation (within a 1-block radius or similar depending on area geologic conditions) will be evaluated. This review will include a basic Environmental Data Resource (EDR[®]) report for the primary purpose of reviewing Sanborn[®] maps, historical aerial Site development photos, and high risk historical data from the vicinity of the Site. The EBC will only provide summaries of high risk environmental conditions and sensitive receptors found in close proximity to the Site, including but not limited to area geology and hydrogeology, manmade exposure pathways, and the past or present use of hazardous or petroleum related chemicals.
- **Property Owner Disclosure** – The performance of an EBC does not typically include Site reconnaissance, however, HGI will drive along the path and observe the proposed route from publically accessible right of ways. HGI will also attempt to contact the private landowners along the proposed B-Line route. Private land owners that are

cooperative, will be interviewed by phone and asked to complete a Site specific questionnaire intended to confirm known past property use. This questionnaire is to be signed by the Site owner.

- **Summary Letter and Reporting** – Upon completing the review of the property owner responses, available documentation, and limited Site reconnaissance, HGI will compile the findings of our assessment, with a summary letter including final recommendation and the professional opinion of HGI regarding the environmental risk (or lack thereof) along the proposed B-Line route.

Timeline and Estimated Costs

HGI is able to implement the proposed scope of immediately upon the notice to proceed. Property research and property owner contact is expected to take 2 weeks. Completion of the final report would be anticipated within 2 week of receiving all documentation. The total anticipated timeframe to complete the proposed scope of work is approximately 4 weeks from the authorization to proceed.

Estimated Costs and Payment Terms

The cost to complete the scope of services described in this proposal is **\$6,750**, of which approximately **\$1,750** has been estimated to cover the cost of the EDR® reports and reproduction expenses. See itemized budgetary estimate summarizing all costs associated with the proposed scope of services, included as Table 1. Further refinement and development of costs will be completed upon review of this generalized scope by Aztec Engineering.

All costs will be incurred on a time-and-materials basis in accordance with the Terms and Conditions provided in Attachment 1. Should there be any additions to the scope of services described herein or a change in conditions at the Site that may increase cost, HGI will communicate these changes immediately before incurring costs. Invoicing will occur upon completion of each task on a bi-weekly or monthly basis. Please acknowledge your acceptance by signing below and returning, or providing an electronic authorization to proceed.

Respectfully,

Hydrogeology, Inc.



Tai T. Hubbard, LPG IN-2253
Vice President – Sr. Geologist

Mr. Reid
December 4, 2017

The undersigned, is a duly authorized representative of Aztec Engineering that is ordering the performance of the proposed work defined in this proposal for the B-Line Extension Project, located in Bloomington, Indiana and hereby accepts the terms and conditions of this proposal authorizing Hydrogeology Inc. to begin work accordingly.

Name

Date

Printed

TABLE 1: BUDGETARY ESTIMATE

Proposal for Limited Environmental Assessment
Proposed B-Line Trail Extension, Bloomington, Indiana.

	Budget Information			
Work Description	Rates	Units	10% Markup	Proposed Cost
EBC - Includes Property Research, Limited Site Reconnaissance, Property Owner Questionnaire, and Summary Letter.				
Senior Geologist	\$95.00	45.0	\$0.00	\$4,275.00
GIS/Drafting	\$65.00	6.0	\$0.00	\$390.00
Environmental Data Resource (EDR) Report	\$350.00	5.0	\$175.00	\$1,925.00
Expenses; Report Reproduction	\$145.00	1.0	\$14.50	\$159.50
Subtotal				\$6,749.50
Total				\$6,749.50

Notes:

1.) HGI anticipates a maximum of 5 EDR Reports for specific commercial properties along the proposed B-Line Trail route.

Attachment 1

Invoicing Terms and Conditions

INVOICING TERMS AND CONDITIONS

PROJECT MATERIALS AND EQUIPMENT: All project-related expenses, materials, field supplies, equipment charges; premiums for insurance, bonds, and letters of credit required by the client in addition to normal coverage; project-required permits and licenses; etc. will be invoiced at cost plus 10%.

PROJECT COMMUNICATION AND SHIPPING EXPENSES: Charges for long-distance telephone, photocopying, blueprints, express and regular shipping and postage will be invoiced at cost plus 10%.

TRAVEL AND RELATED EXPENSES: Charges for rental vehicles, meals, travel and lodging will be invoiced at actual cost plus 10%. Personal vehicles will be charged with the Federal rate.

SUBCONTRACTS: Subcontractor (drillers, analytical laboratories, etc.) charges will be invoiced at cost plus 10%.

LEGAL PROCEEDINGS: A surcharge of 50% will be added to the professional services rates for actual sequestered preparation time and for actual time spent in depositions, public testimony, court and/or hearings.



2017 Hourly Billing Rates

Category	Direct Rate	186.85% Overhead	10% Profit	Total
Project Principal	\$ 85.57	\$ 159.89	24.546	\$ 270.01
Project Manager Senior	\$ 68.07	\$ 127.19	19.526	\$ 214.79
Project Manager	\$ 57.51	\$ 107.46	16.497	\$ 181.47
Project Engineer	\$ 49.38	\$ 92.27	14.165	\$ 155.82
Senior Designer	\$ 43.35	\$ 81.00	12.435	\$ 136.79
CADD Technician	\$ 27.30	\$ 51.01	7.831	\$ 86.14
Project Administrator	\$ 19.43	\$ 36.30	5.573	\$ 61.30



Board of Public Works Staff Report

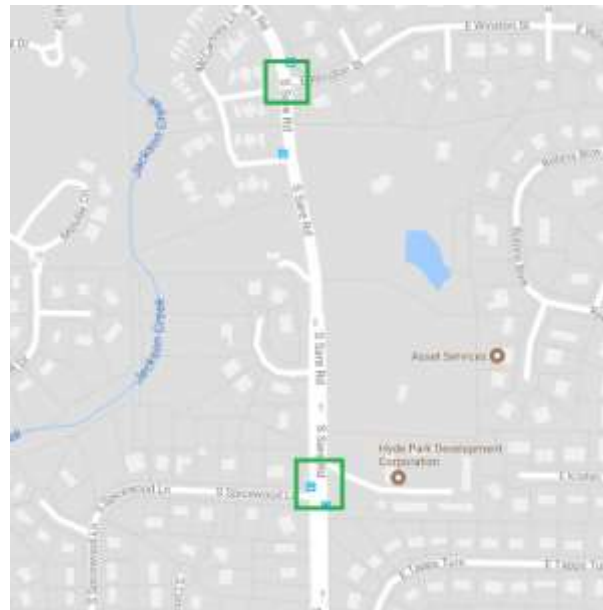
Project/Event: Award Construction Contract to E & B Paving, Inc. for the South Sare Road Crosswalk Islands Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 12/12/2017

Report: On November 28th, 2017, the Board of Public Works opened sealed quotes for the South Sare Road Crosswalk Islands Project. This project will install two pedestrian crosswalk islands; the first at the intersection of South Sare Road and East Winston Street, and the second at the intersection of South Sare Road and East Spicewood Lane. One quote was received by the Board and E & B Paving, Inc. was found to be the lowest responsible and responsive quoter with a quote amount of \$147,000.00. Staff requests that the Board accept the quote and approve the construction contract. Funding for this project is being provided partially by the Common Council City Sidewalk Fund in the amount of \$72,702.00, and the remainder being provided by the City Alternative Transportation Fund at \$74,298.00.



Recommendation and Supporting Justification: City Staff has reviewed the quotes and are recommending awarding the contract to E & B Paving Inc.

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

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PLANNING AND TRANSPORTATION DEPARTMENT
AND
CONTRACTOR

FOR

South Sare Road Crosswalk Islands

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and E & B Paving, Inc., (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **the installaion of crosswalk islands**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

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

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 60 calendar days from 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 claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed one hundred forty seven thousand dollars and no cents (\$147,000.00). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. **RETAINAGE**

For contracts in excess of \$100,000 and for which Contractor requested Progressive Payments on its Quote Form, the Owner requires that retainage be held set out below.

4.01 **Escrow Agent** The retainage amount withheld shall be placed in an escrow account. First Financial Bank, Bloomington, Indiana, shall serve as the escrow agent.

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

4.04 **Withholding Funds for Completion of Contract** If, upon substantial completion of the Contract, there still remains minor Contract work that needs to be completed, or minor Contract work that needs to be performed to the satisfaction of the Owner, Owner may direct the escrow agent to retain in the escrow account, and withhold from payment to the Contractor, an amount equal to two hundred percent (200%) of the value of said work. The value of said work shall be determined by the architect/engineer. The escrow agent shall release the funds withheld under this section after receipt of notice from the Owner that all work on the Contract has been satisfactorily completed. In the event that said work is not completed by the Contractor, but by Owner or another party under contract with the Owner, said funds shall be released to the Owner.

ARTICLE 5. **GENERAL PROVISIONS**

5.01 CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or

any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

5.02.01 CITY shall have the right to abandon the work contracted for in this Agreement without penalty. If CITY abandons the work described herein, CONTRACTOR shall deliver to CITY all surveys, notes, drawings, specifications and estimates completed or partially completed and these shall become the property of CITY. The earned value of the work performed shall be based upon an estimate of the proportion between the work performed by CONTRACTOR under this Agreement and the work which CONTRACTOR was obligated to perform under this Agreement. This proportion shall be mutually agreed upon by CITY and CONTRACTOR. The payment made to CONTRACTOR shall be paid as a final payment in full settlement of his services hereunder.

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance 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 City Engineer and are not subject to arbitration.

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and 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	E & B Paving, Inc.
Attn: Roy Aten, Senior Project Manager	Attn: Todd Hoops, Area Manager
P.O. Box 100 Suite 130	2520 W. Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, IN 47404

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Kelly M. Boatman, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

South Sare Road Crosswalk Islands

This project shall include, but is not limited to the installation of sidewalks, curb ramps, traffic islands, and pavement markings on South Sare Road.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

ATTACHMENT 'C'

"AFFIDAVIT"

STATE OF _____)

)SS:

COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

1. The undersigned is the _____ of _____.
a. (job title) (company name)
2. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
3. The undersigned hereby states that, to the best of his/her knowledge and belief, the company named herein does not knowingly employ an "unauthorized alien," as defined at 8 United States Code 1324a(h)(3).
4. The undersigned hereby states that, to the best of his/her belief, the company named herein is enrolled in and participates in the E-verify program.

Signature

Printed Name

STATE OF _____)

)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: _____

ESCROW AGREEMENT

SOUTH SARE ROAD CROSSWALK ISLANDS PROJECT

THIS ESCROW AGREEMENT made and entered into this _____ day of _____, 2017, by and between the City of Bloomington Board of Public Works (the "Owner"), and E & B Paving, Inc., (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of \$100,000 or more, dated the _____ day of _____, 2017, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.
2. The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.
3. The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.
4. The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.
5. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
 - A. The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.
 - B. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the

services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

- C. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.
6. The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.
7. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.
8. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

OWNER:

City of Bloomington
Board of Public Works
By:

ESCROW AGENT:

First Financial Bank
By:

Kyla Cox Deckard, President

Name: _____
Title: _____

CONTRACTOR:

E & B Paving, Inc.
By:

Name: _____
Title: _____
Tax I.D. Number: _____



Board of Public Works Staff Report

Project/Event: Possible Award of Construction Contract for the Kinser Pike Sidewalk Reconstruction Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Date: 12/12/2017

Report: On December 12, 2017, the Board of Public Works will open sealed quotes for the Kinser Pike Sidewalk Reconstruction Project. This project will install a sidewalk, curb ramps, and curb along the western side of North Kinser Pike, from West Colonial Crest Drive to West Gourley Pike. Staff may request the contract may be awarded to the lowest responsible and responsive quoter at a cost determined following review of the submitted quotes.

Recommendation and Supporting Justification: City Staff will review the quotes and may recommend awarding the contract.



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

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PLANNING AND TRANSPORTATION DEPARTMENT
AND
CONTRACTOR
FOR
Kinser Pike Sidewalk Reconstruction

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for *Installation of a sidewalk, curb ramps, curb, along the western side of North Kinser Pike, from West Colonial Crest Drive to West Gourley Pike.*, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

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

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within sixty (60) calendar days from 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 claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed _____ 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.
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
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The Deductible on the Umbrella Liability shall not be more than	\$10,000
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5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of

employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with a Performance Bond and 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		
Attn: Russell White, Project Manager		
P.O. Box 100 Suite 130		
Bloomington, Indiana 47402		

5.15 Severability and Waiver In the event that any clause or provision of this Agreement is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not affect any other provision of this Agreement. Failure of either party to insist on strict compliance with any provision of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement.

5.16 Notice to Proceed CONTRACTOR shall not begin the work pursuant to the "Scope of Work" of this Agreement until it receives an official written Notice to Proceed from the City. Contractor shall start active and continuous work on the Agreement within fifteen (15) calendar days after the date of the Notice to Proceed. In no case shall work begin prior to the date of the Notice to Proceed. If a delayed starting date is indicated in the proposal, the fifteen (15) calendar day limitation will be waived. Work day charges will then begin on a date mutually agreed upon, but not later than the delayed starting date specified. In the event that any Agreement is canceled after an award has been made but prior to the issuing of the Notice to Proceed, no reimbursement will be made for any expenses accrued relative to this contract during that period.

5.17 Steel or Foundry Products

5.17.01 To comply with Indiana Code 5-16-8, affecting all contracts for the construction, reconstruction, alteration, repair, improvement or maintenance of public works, the following provision shall be added: If steel or foundry products are to be utilized or supplied in the performance of any contract or subcontract, only domestic steel or foundry products shall be used. Should CITY feel that the cost of domestic steel or foundry products is unreasonable; CITY will notify CONTRACTOR in writing of this fact.

5.17.02 Domestic Steel products are defined as follows:

"Products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two (2) or more of such operations, from steel made in the United States by open hearth, basic oxygen, electric furnace, Bessemer or other steel making process."

5.17.03 Domestic Foundry products are defined as follows:

"Products cast from ferrous and nonferrous metals by foundries in the United States."

5.17.04 The United States is defined to include all territory subject to the jurisdiction of the United States.

5.17.05 CITY may not authorize or make any payment to CONTRACTOR unless CITY is satisfied that CONTRACTOR has fully complied with this provision.

5.18 Verification of Employees' Immigration Status

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

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

which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Kelly M. Boatman, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

Kinser Pike Sidewalk Reconstruction

This project shall include, but is not limited to the Installation of a sidewalk, curb ramps, curb, and tree Removal, along the western side of North Kinser Pike, from West Colonial Crest Drive to West Gourley Pike.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

If Quoter fails to complete and execute this sworn affidavit, his/her Quote may be declared nonresponsive and rejected by the **CITY OF BLOOMINGTON**.

“AFFIDAVIT”

E-VERIFY AFFIDAVIT

County of Residence: _____

Printed Name of Notary Public _____



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
Fund 101 - General Fund (S0101)			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 43442 - Equipment Deposits			
Ramtin Thang	01-refund trap deposit	12/15/2017	40.00
Sarah Visnov	01-Visnov-refund trap deposit	12/15/2017	40.00
	Account 43442 - Equipment Deposits Totals	Invoice	\$80.00
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	01-economy tape	12/15/2017	2.18
5103 - Staples Contract & Commercial, INC	01-scotch magic tape, staples	12/15/2017	15.61
5103 - Staples Contract & Commercial, INC	01-3PK wall file	12/15/2017	2.27
5819 - Synchrony Bank	06-Calculator replacement for J Underwood	12/15/2017	86.36
	Account 52110 - Office Supplies Totals	Invoice	\$106.42
Account 52210 - Institutional Supplies			
4136 - C. Specialties, INC	01-leashes, cat carriers	12/15/2017	600.66
313 - Fastenal Company	01-chemical spray bottles, trash liners	12/15/2017	187.04
313 - Fastenal Company	01-hand soap	12/15/2017	74.00
4586 - Hill's Pet Nutrition Sales, INC	01-puppy/kitten/dog/cat food-11/10/17	12/15/2017	372.96
3929 - IDEXX Laboratories, INC	01-F/F & heartworm tests	12/15/2017	1,469.00
4574 - John Deere Financial (Rural King)	01-litter-10 40lb bags/bleach-12 1 gal. containers-	12/15/2017	66.28
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags/bleach-24 1 gal. containers-	12/15/2017	288.56
4574 - John Deere Financial (Rural King)	01-litter-6 40lb bags-11/20/17	12/15/2017	31.20
4574 - John Deere Financial (Rural King)	01-rabbit food-timothy hay-3 96 oz	12/15/2017	38.97
4574 - John Deere Financial (Rural King)	01-bleach-6 1 gal. containers/litter-6 40lb bags-11/09/17	12/15/2017	38.34
4666 - Zoetis, INC	01-feline vaccines, anti parasitics	12/15/2017	828.50
4549 - Kroger Limited Partnership I	01-bunny food	12/15/2017	15.91
4549 - Kroger Limited Partnership I	01-bunny food	12/15/2017	21.65
4549 - Kroger Limited Partnership I	01-bunny food	12/15/2017	13.15
4549 - Kroger Limited Partnership I	01-bunny food	12/15/2017	11.56
4549 - Kroger Limited Partnership I	01-bunny food	12/15/2017	10.64
	Account 52210 - Institutional Supplies Totals	Invoice	\$4,068.42
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-11/1-11/16/17	12/15/2017	2,905.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-product return-11/14/17-D17101392-Flower-#2848	12/15/2017	(55.00)
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-product return-11/14/17-D17101433 Romeo-#2852	12/15/2017	(45.00)
	Account 53130 - Medical Totals	Invoice	\$2,805.00



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping-11/27/17	12/15/2017	21.35
	Account 53220 - Postage Totals	Invoice	\$21.35
Account 53610 - Building Repairs			
2898 - JDH Contracting, INC	01-fiber repair	12/15/2017	11,002.15
32 - Cassady Electrical Contractors, INC	19-ACC-traced circuit lost neutral	12/15/2017	240.00
321 - Harrell Fish, INC	19-ACC-monthly filter change	12/15/2017	643.27
	Account 53610 - Building Repairs Totals	Invoice	\$11,885.42
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	01-membership fees/bank charges	12/15/2017	125.00
	Account 53910 - Dues and Subscriptions Totals	Invoice	\$125.00
Account 53990 - Other Services and Charges			
5128 - Petkey, LLC	01-microchip registration--period ending 9/17/17	12/15/2017	12.95
	Account 53990 - Other Services and Charges Totals	Invoice	\$12.95
	Program 010000 - Main Totals	Invoice	\$19,104.56
	Department 01 - Animal Shelter Totals	Invoice	\$19,104.56
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Aaron Rosenberg	14-Rosenberg-refund overpayment pkg citation	12/15/2017	40.00
	Account 46060 - Other Violations Totals	Invoice	\$40.00
Account 53210 - Telephone			
1079 - AT&T	02-Radio Circuits-phone charges 10/29-11/28/17	12/15/2017	180.17
	Account 53210 - Telephone Totals	Invoice	\$180.17
Account 53990 - Other Services and Charges			
6015 - Big Truck Rental, LLC	02-rear loader rental 11/1-11/7/17	12/15/2017	1,700.00
6015 - Big Truck Rental, LLC	02-rear loader rental 10/4-10/31/17	12/15/2017	6,800.00
6015 - Big Truck Rental, LLC	02-rear loader rental 9/6-10/3/17, security deposit	12/15/2017	9,125.00
	Account 53990 - Other Services and Charges Totals	Invoice	\$17,625.00
Account 54510 - Other Capital Outlays			
941 - Central Indiana Truck Equipment Corporation	16-Purchase/Install Tippers for Sanitation Unit #950	12/15/2017	12,152.00
941 - Central Indiana Truck Equipment Corporation	16-Purchase/Install Tippers for Sanitation Unit #948	12/15/2017	12,152.00
941 - Central Indiana Truck Equipment Corporation	16-Purchase/Install Tippers for Sanitation Unit #956	12/15/2017	12,152.00
941 - Central Indiana Truck Equipment Corporation	16-Purchase/Install Tippers for Sanitation Unit #951	12/15/2017	12,152.00
	Account 54510 - Other Capital Outlays Totals	Invoice	\$48,608.00
	Program 020000 - Main Totals	Invoice	\$66,453.17



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
Department 02 - Public Works Totals		Invoice	\$66,453.17
Department 03 - City Clerk Program 030000 - Main Account 52110 - Office Supplies 5103 - Staples Contract & Commercial, INC	03-foil star labels, pens, label maker tape Account 52110 - Office Supplies Totals Program 030000 - Main Totals Department 03 - City Clerk Totals	12/15/2017 Invoice Invoice Invoice	<u>78.99</u> \$78.99 \$78.99 \$78.99
Department 04 - Economic & Sustainable Dev Program 040000 - Main Account 53170 - Mgt. Fee, Consultants, and Workshops 6131 - Jane St John	04 - Consulting Agreement Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	12/15/2017 Invoice	<u>9,413.75</u> \$9,413.75
Account 53230 - Travel 6256 - Brian Carl Payne	04 - Reimbursement for fuel - trip to Indy (Duke Energy) Account 53230 - Travel Totals	12/15/2017 Invoice	<u>10.46</u> \$10.46
Account 53910 - Dues and Subscriptions 3560 - First Financial Bank / Credit Cards 3823 - Nolan Hunt Hendon	04 Hootsuite 2017 04 - reimburse for Internet Domain Name - MCEC Account 53910 - Dues and Subscriptions Totals	12/15/2017 12/15/2017 Invoice	<u>6.41</u> <u>45.00</u> \$51.41
Account 53970 - Mayor's Promotion of Business 6212 - Creative Time 6256 - Brian Carl Payne 6256 - Brian Carl Payne 4585 - Pizza X, INC	04 - Creative Time - Loan fee to display 3 Yoko Ono 04 - Reimburse for ice for Pizza with the Mayor event 04 - Fuel for rental van for CDFI group tour 04 - Pizza with the Mayor Account 53970 - Mayor's Promotion of Business Totals	12/15/2017 12/15/2017 12/15/2017 12/15/2017 Invoice	<u>900.00</u> <u>2.29</u> <u>9.28</u> <u>86.52</u> \$998.09
Account 53990 - Other Services and Charges 4397 - A & D Cycling Enterprises, LLC (Revolution Bike)	04 - 160 Mini Blk Bike Bells Account 53990 - Other Services and Charges Totals Program 040000 - Main Totals Department 04 - Economic & Sustainable Dev Totals	12/15/2017 Invoice Invoice Invoice	<u>400.00</u> \$400.00 <u>\$10,873.71</u> \$10,873.71
Department 05 - Common Council Program 050000 - Main Account 52410 - Books 3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-10/5-11/4/17 Account 52410 - Books Totals	12/15/2017 Invoice	<u>267.37</u> \$267.37



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
Account 52420 - Other Supplies			
53442 - Paragon Micro, INC	05-Adobe Pro 2017 for New PT Staff	12/15/2017	379.99
53442 - Paragon Micro, INC	05-New Monitor for New PT Staff	12/15/2017	167.25
53442 - Paragon Micro, INC	05-Eaton Surge Protector for New PT Staff	12/15/2017	60.99
	Account 52420 - Other Supplies Totals	Invoice	\$608.23
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	05-Business Cards for Jim Sims - Batch #1 w/mistakes	12/15/2017	41.50
	Account 53310 - Printing Totals	Invoice	\$41.50
Account 53910 - Dues and Subscriptions			
323 - Hoosier Times, INC	Annual Subscription Renewal to Herald-Times - 12/15/17-	12/15/2017	211.35
3956 - West Publishing Corporation (Thomson Reuters)	10-West information charges 10/1-10/31/17	12/15/2017	304.87
	Account 53910 - Dues and Subscriptions Totals	Invoice	\$516.22
	Program 050000 - Main Totals	Invoice	\$1,433.32
	Department 05 - Common Council Totals	Invoice	\$1,433.32
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52420 - Other Supplies			
3560 - First Financial Bank / Credit Cards	06-CFS 2017 tax software for 1099's	12/15/2017	144.00
9523 - Freedom Business Solutions, LLC	06-Toner Replacement for T. Mitchner printer	12/15/2017	98.00
5103 - Staples Contract & Commercial, INC	06-Electric Letter Opener	12/15/2017	60.06
	Account 52420 - Other Supplies Totals	Invoice	\$302.06
Account 53910 - Dues and Subscriptions			
202 - Government Finance Officers Association	06-GFOA Newsletter and Finance Review	12/15/2017	55.00
	Account 53910 - Dues and Subscriptions Totals	Invoice	\$55.00
Account 53990 - Other Services and Charges			
391 - O. W. Krohn & Associates, LLP	06-FinancialAdvisory 10/1/17 to 11/30/17	12/15/2017	9,450.00
	Account 53990 - Other Services and Charges Totals	Invoice	\$9,450.00
	Program 060000 - Main Totals	Invoice	\$9,807.06
	Department 06 - Controller's Office Totals	Invoice	\$9,807.06
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	09-facial tissues, pens, mechanical pencils, card stock	12/15/2017	78.13
	Account 52110 - Office Supplies Totals	Invoice	\$78.13
Account 52420 - Other Supplies			
5103 - Staples Contract & Commercial, INC	09-Sit/Stand desk for front backup	12/15/2017	174.50



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
5103 - Staples Contract & Commercial, INC	09-office chair for B. Calendar-Anderson	12/15/2017	211.70
5819 - Synchrony Bank	09-digital recorders, headphone, cable, lapel microphone	12/15/2017	324.52
5819 - Synchrony Bank	09-carry bag for tent	12/15/2017	115.23
	Account 52420 - Other Supplies Totals	Invoice	\$825.95
Account 53160 - Instruction			
204 - State Of Indiana	09-Michael Shermis-registration for ICD	12/15/2017	100.00
	Account 53160 - Instruction Totals	Invoice	\$100.00
	Program 090000 - Main Totals	Invoice	\$1,004.08
	Department 09 - CFRD Totals	Invoice	\$1,004.08
Department 10 - Legal			
Program 100000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-10/5-11/4/17	12/15/2017	1,069.49
	Account 52410 - Books Totals	Invoice	\$1,069.49
Account 53120 - Special Legal Services			
199 - Monroe County Government	10-October 2017 copies	12/15/2017	1.00
	Account 53120 - Special Legal Services Totals	Invoice	\$1.00
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson Reuters)	10-West information charges 10/1-10/31/17	12/15/2017	1,219.46
	Account 53910 - Dues and Subscriptions Totals	Invoice	\$1,219.46
	Program 100000 - Main Totals	Invoice	\$2,289.95
	Department 10 - Legal Totals	Invoice	\$2,289.95
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	11-chairs for OOTM front desk	12/15/2017	299.37
	Account 52110 - Office Supplies Totals	Invoice	\$299.37
Account 53110 - Engineering and Architectural			
3560 - First Financial Bank / Credit Cards	11-Route Tracker app for Innovation/Animal Control	12/15/2017	5.34
3560 - First Financial Bank / Credit Cards	11-Route Tracker app for Innovation/Animal Control	12/15/2017	5.34
	Account 53110 - Engineering and Architectural Totals	Invoice	\$10.68
	Program 110000 - Main Totals	Invoice	\$310.05
	Department 11 - Mayor's Office Totals	Invoice	\$310.05
Department 12 - Human Resources			
Program 120000 - Main			
Account 53220 - Postage			



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
5596 - Emily Pierson	12-Reimbursement for Postage	12/15/2017	40.58
	Account 53220 - Postage Totals	Invoice	\$40.58
Account 53990 - Other Services and Charges			
19660 - Bose McKinney & Evans, LLP	12 Review of Handbook Inv 684765	12/15/2017	1,886.50
	Account 53990 - Other Services and Charges Totals	Invoice	\$1,886.50
	Program 120000 - Main Totals	Invoice	\$1,927.08
	Department 12 - Human Resources Totals	Invoice	\$1,927.08
Department 13 - Planning			
Program 130000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	13-Pens, Hole Punch, Folders, Correction Tape	12/15/2017	110.04
	Account 52110 - Office Supplies Totals	Invoice	\$110.04
Account 52410 - Books			
3560 - First Financial Bank / Credit Cards	13-ITE Trip Generation, 10th Edition (Standard Bundle)--	12/15/2017	795.00
3560 - First Financial Bank / Credit Cards	13-AASHTO_Access Mangmt Manual, 2nd Ed. +	12/15/2017	240.00
5819 - Synchrony Bank	13-Transp Planning Handbook, phone & screen wipes,	12/15/2017	110.52
	Account 52410 - Books Totals	Invoice	\$1,145.52
Account 52420 - Other Supplies			
50972 - CDW, LLC	13-Ergonomic keyboard tray (for B. Jackson)	12/15/2017	108.26
50972 - CDW, LLC	13-Ergonomic keyboard (for B. Jackson)	12/15/2017	35.47
53442 - Paragon Micro, INC	13-HP 90 Blk--Printhead w/cleaner (for DesignJet 400)	12/15/2017	162.99
5819 - Synchrony Bank	13-Transp Planning Handbook, phone & screen wipes,	12/15/2017	34.79
4983 - Varidesk, LLC	13-Stand-up Desks (for A.Cibor & N. Kopper)	12/15/2017	790.00
	Account 52420 - Other Supplies Totals	Invoice	\$1,131.51
Account 53160 - Instruction			
4823 - NBI, INC (National Business Institute)	13 - Seminar - Land Use Law-12/19/17-T. Porter	12/15/2017	349.00
	Account 53160 - Instruction Totals	Invoice	\$349.00
Account 53240 - Freight / Other			
3560 - First Financial Bank / Credit Cards	13-ITE Trip Generation, 10th Edition (Standard Bundle)--	12/15/2017	36.00
3560 - First Financial Bank / Credit Cards	13-AASHTO_Access Mangmt Manual, 2nd Ed. +	12/15/2017	13.00
	Account 53240 - Freight / Other Totals	Invoice	\$49.00
Account 53310 - Printing			
8002 - Safeguard Business Systems, INC	13-Bicycle Maps (2500 large size + 1500 small size)	12/15/2017	1,868.11
8002 - Safeguard Business Systems, INC	13-Bicycle Maps_2nd Order (5500 lg size + 4500 small)	12/15/2017	2,628.28
	Account 53310 - Printing Totals	Invoice	\$4,496.39
Account 53910 - Dues and Subscriptions			



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	13-ASCE Yr. Membership_Licensed Engineer(Dan	12/15/2017	245.00
4898 - Oman Systems, INC	13-BidTabs Subscription (Yr. Renewal)_Engineering	12/15/2017	660.00
	Account 53910 - Dues and Subscriptions Totals	Invoice	\$905.00
Account 53990 - Other Services and Charges			
199 - Monroe County Government	13-July 2017 copies-14	12/15/2017	14.00
199 - Monroe County Government	13-August 2017 copies-14	12/15/2017	14.00
	Account 53990 - Other Services and Charges Totals	Invoice	\$28.00
	Program 130000 - Main Totals	Invoice	\$8,214.46
Program 132000 - MPO			
Account 52420 - Other Supplies			
6250 - Frank C Muscato (M3 Products)	13-Bike Helmets (Bike/Ped Items-Beth)	12/15/2017	98.91
	Account 52420 - Other Supplies Totals	Invoice	\$98.91
Account 53910 - Dues and Subscriptions			
17974 - National Assoc. Of Regional Councils	13-2017 Membership Dues (NARC)_for J. Desmond	12/15/2017	542.00
	Account 53910 - Dues and Subscriptions Totals	Invoice	\$542.00
	Program 132000 - MPO Totals	Invoice	\$640.91
	Department 13 - Planning Totals	Invoice	\$8,855.37
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52210 - Institutional Supplies			
2966 - Barrett Supplies & Equipment, INC	19-CH-hand soap, Sanisac wax bag tan	12/15/2017	32.40
2966 - Barrett Supplies & Equipment, INC	19-CH-hand soap	12/15/2017	45.98
	Account 52210 - Institutional Supplies Totals	Invoice	\$78.38
Account 52310 - Building Materials and Supplies			
409 - Black Lumber Co INC	19-CH-4pk singl use Krazy Glue	12/15/2017	4.99
394 - Kleindorfer Hardware & Variety	19-CH-40lb bag concrete	12/15/2017	5.00
394 - Kleindorfer Hardware & Variety	19-CH-40 lb bag concrete	12/15/2017	5.00
394 - Kleindorfer Hardware & Variety	19-CH-striker for cutting torch	12/15/2017	5.49
394 - Kleindorfer Hardware & Variety	19-CH-vent deflector	12/15/2017	20.97
60 - Monroe County Solid Waste Management District	19-disposal fee of flourescent light bulbs	12/15/2017	160.18
	Account 52310 - Building Materials and Supplies Totals	Invoice	\$201.63
Account 52340 - Other Repairs and Maintenance			
4574 - John Deere Financial (Rural King)	19-battery for lift	12/15/2017	129.99
	Account 52340 - Other Repairs and Maintenance Totals	Invoice	\$129.99
Account 52420 - Other Supplies			
51463 - DLT Solutions, LLC	19-CH-Autocad Subscription-11/16/17-11/17/18	12/15/2017	319.60



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
	Account 52420 - Other Supplies Totals	Invoice	\$319.60
Account 52430 - Uniforms and Tools			
177 - Indiana Oxygen Co	19-CH-cutting torches & tanks	12/15/2017	414.84
	Account 52430 - Uniforms and Tools Totals	Invoice	\$414.84
Account 53610 - Building Repairs			
651 - Engraving & Stamp Center, INC	19-CH-sign board for ESD	12/15/2017	153.24
3434 - Executive Management Services, INC	19-CH/off site facilities-cleaning services-November 2017	12/15/2017	13,389.00
321 - Harrell Fish, INC	19-CH-replace pressure switch chiller in CC	12/15/2017	1,687.13
321 - Harrell Fish, INC	19-CH-quarterly planned main. contract-November 2017	12/15/2017	1,910.66
	Account 53610 - Building Repairs Totals	Invoice	\$17,140.03
Account 53990 - Other Services and Charges			
5387 - Creative Graphics, INC (dba Baugh Enterprises)	02-Sanitation-postcard to	12/15/2017	5,741.13
	Account 53990 - Other Services and Charges Totals	Invoice	\$5,741.13
	Program 190000 - Main Totals	Invoice	\$24,025.60
	Department 19 - Facilities Maintenance Totals	Invoice	\$24,025.60
Department 28 - ITS			
Program 280000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	28-Copier Paper for City Departments	12/15/2017	837.90
	Account 52110 - Office Supplies Totals	Invoice	\$837.90
Account 52420 - Other Supplies			
5103 - Staples Contract & Commercial, INC	28-Wide Format Plotter Paper	12/15/2017	65.52
5103 - Staples Contract & Commercial, INC	28-black and yellow toner cartridges	12/15/2017	130.82
	Account 52420 - Other Supplies Totals	Invoice	\$196.34
Account 53210 - Telephone			
1079 - AT&T	28-phone charges 10/20-11/19/17-#812 339-2261 261 1	12/15/2017	5,540.91
	Account 53210 - Telephone Totals	Invoice	\$5,540.91
Account 53230 - Travel			
765 - James R Goodman	28-Parking Reimbursement for GIS DAY at IU	12/15/2017	28.00
	Account 53230 - Travel Totals	Invoice	\$28.00
Account 53640 - Hardware and Software Maintenance			
3560 - First Financial Bank / Credit Cards	28 - PDQ Deploy/Inventory Enterprise Subscription	12/15/2017	900.00
	Account 53640 - Hardware and Software Maintenance Totals	Invoice	\$900.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	28 - Basecamp Project Plan Subscription	12/15/2017	20.00
	Account 53910 - Dues and Subscriptions Totals	Invoice	\$20.00



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Vendor	Invoice Description	G/L Date	Invoice Amount
		Program 280000 - Main Totals	Invoice <u>\$7,523.15</u>
		Department 28 - ITS Totals	Invoice <u>\$7,523.15</u>
		Fund 101 - General Fund (S0101) Totals	Invoice <u>\$153,686.09</u>
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-surgeries, bloodwork, spay/neuter surgeries-11/2-	12/15/2017	1,236.65
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, dentals, spay/neuter surgeries-9/19/17	12/15/2017	499.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-TTA surgery, emergency visit-11/14-11/17/17	12/15/2017	2,037.86
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries-11/21/17	12/15/2017	255.00
		Account 53130 - Medical Totals	Invoice <u>\$4,029.01</u>
		Program 400101 - Animal Medical Services Totals	Invoice <u>\$4,029.01</u>
Program 400102 - Animal Supplies			
Account 52210 - Institutional Supplies			
4633 - Midwest Veterinary Supply, INC	01-fluids, syringes, vinyl exam gloves-11/13/17	12/15/2017	153.08
4633 - Midwest Veterinary Supply, INC	01-antibiotics-11/20/17	12/15/2017	362.44
4633 - Midwest Veterinary Supply, INC	01-sanitizer, cleaner-11/17/17	12/15/2017	303.76
4633 - Midwest Veterinary Supply, INC	01-food bowls-11/14/17	12/15/2017	177.72
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, rabbit food-11/20/17	12/15/2017	139.74
4633 - Midwest Veterinary Supply, INC	01-syringes-11/13/17	12/15/2017	35.80
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-11/13/17	12/15/2017	25.80
4633 - Midwest Veterinary Supply, INC	01-antibiotics-11/20/17	12/15/2017	107.48
		Account 52210 - Institutional Supplies Totals	Invoice <u>\$1,305.82</u>
		Program 400102 - Animal Supplies Totals	Invoice <u>\$1,305.82</u>
Program 400402 - Energy Data			
Account 53990 - Other Services and Charges			
3823 - Nolan Hunt Hendon	04 - Reimbursement for GoDaddy Hosting Fee MCEC	12/15/2017	95.88
		Account 53990 - Other Services and Charges Totals	Invoice <u>\$95.88</u>
		Program 400402 - Energy Data Totals	Invoice <u>\$95.88</u>
		Department 06 - Controller's Office Totals	Invoice <u>\$5,430.71</u>
		Fund 103 - Restricted Donations Totals	Invoice <u>\$5,430.71</u>
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090018 - CBVN			
Account 53990 - Other Services and Charges			



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Vendor	Invoice Description	G/L Date	Invoice Amount
199 - Monroe County Government	09-Entry fee for Lucy Schaich to attend MC3 Summit	12/15/2017	15.00
	Account 53990 - Other Services and Charges Totals	Invoice	\$15.00
	Program 090018 - CBN Totals	Invoice	\$15.00
	Department 09 - CFRD Totals	Invoice	\$15.00
	Fund 312 - Community Services Totals	Invoice	\$15.00
Fund 401 - Non-Reverting Telecom (\$1146)			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5437 - Columbia Telecommunications Corporation	28-Community Broadband Consulting Serv-2.5 hrs-	12/15/2017	212.50
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice	\$212.50
Account 53750 - Rentals - Other			
12283 - Smithville Communications	28-401 N Morton/ACC-internet charges-12/1-12/31/17	12/15/2017	1,614.27
	Account 53750 - Rentals - Other Totals	Invoice	\$1,614.27
Account 54420 - Purchase of Equipment			
2372 - Probleu, INC	28-Cisco SMARTnet-contract end date 11/30/18	12/15/2017	2,020.39
	Account 54420 - Purchase of Equipment Totals	Invoice	\$2,020.39
Account 54450 - Equipment			
50972 - CDW, LLC	28-Samsonite Laptop Bag	12/15/2017	34.91
50972 - CDW, LLC	28-SAMSONITE 13IN ARAMON NXT MACBOOK	12/15/2017	35.90
53442 - Paragon Micro, INC	28-Battery UPS's Capital Replacements	12/15/2017	914.85
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	12/15/2017	167.25
53442 - Paragon Micro, INC	28-Capital Replacement Workstations	12/15/2017	1,798.97
53442 - Paragon Micro, INC	28-Capital Replacement Workstations	12/15/2017	914.99
53442 - Paragon Micro, INC	28-Capital Replacement Computer	12/15/2017	914.99
53442 - Paragon Micro, INC	28-Capital Replacement Computer	12/15/2017	7,674.95
53442 - Paragon Micro, INC	28-Capital Replacement Computer	12/15/2017	1,569.98
53442 - Paragon Micro, INC	28-Capital Replacement Computer	12/15/2017	789.99
5081 - The MacExperience, INC	28-Capital Replacement Computer-11/28/17	12/15/2017	1,149.00
5081 - The MacExperience, INC	28-Capital Replacement Computer-11/27/17	12/15/2017	1,149.00
	Account 54450 - Equipment Totals	Invoice	\$17,114.78
	Program 254000 - Infrastructure Totals	Invoice	\$20,961.94
Program 256000 - Services			
Account 52420 - Other Supplies			
1999 - CMS Communications, INC	28-Refurbished Telephones	12/15/2017	1,086.72
	Account 52420 - Other Supplies Totals	Invoice	\$1,086.72



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Vendor	Invoice Description	G/L Date	Invoice Amount
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-401 N Morton St-Comcast business internet 12/1-	12/15/2017	149.85
203 - Indiana University	28-special circuits-November 2017	12/15/2017	65.00
12283 - Smithville Communications	28-401 N Morton/ACC-internet charges-12/1-12/31/17	12/15/2017	1,136.00
	Account 53150 - Communications Contract Totals	Invoice	\$1,350.85
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5437 - Columbia Telecommunications Corporation	28-Community Broadband Consulting Serv-2.5 hrs-	12/15/2017	212.50
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice	\$212.50
Account 53640 - Hardware and Software Maintenance			
3989 - Ricoh USA, INC	28-Copier Maintenance-10/17-11/16/17	12/15/2017	1,832.15
3989 - Ricoh USA, INC	28-FS#1-copier maintenance 11/29/17-2/27/18	12/15/2017	367.63
3989 - Ricoh USA, INC	28-City Hall-OOTM-copier maint. 6/1-8/31/17	12/15/2017	136.53
	Account 53640 - Hardware and Software Maintenance Totals	Invoice	\$2,336.31
Account 53980 - Community Access TV/Radio			
64 - Monroe County Public Library	28-CATS for July thru September 2017 BC 2017-04	12/15/2017	108,421.25
	Account 53980 - Community Access TV/Radio Totals	Invoice	\$108,421.25
Account 54420 - Purchase of Equipment			
53442 - Paragon Micro, INC	28-Logitech Wireless Keyboard & Mouse	12/15/2017	91.99
	Account 54420 - Purchase of Equipment Totals	Invoice	\$91.99
	Program 256000 - Services Totals	Invoice	\$113,499.62
	Department 25 - Telecommunications Totals	Invoice	\$134,461.56
	Fund 401 - Non-Reverting Telecom (\$1146) Totals	Invoice	\$134,461.56
Fund 451 - Motor Vehicle Highway(\$0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	20-ear plugs, gloves, safety glasses	12/15/2017	10.47
	Account 52210 - Institutional Supplies Totals	Invoice	\$10.47
Account 52340 - Other Repairs and Maintenance			
294 - All-Phase Electric Supply, INC	20-photocontrol relay, HPS lamp	12/15/2017	185.25
	Account 52340 - Other Repairs and Maintenance Totals	Invoice	\$185.25
Account 52420 - Other Supplies			
409 - Black Lumber Co INC	20-Graffiti Removal-4 ply roller cover, paint tray	12/15/2017	14.50
313 - Fastenal Company	20-ear plugs, gloves, tape measures	12/15/2017	51.73
313 - Fastenal Company	20-gloves, spray paint	12/15/2017	35.80
313 - Fastenal Company	20-ear plugs, gloves, safety glasses	12/15/2017	13.65



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Vendor	Invoice Description	G/L Date	Invoice Amount
Account 52420 - Other Supplies Totals			
		Invoice	\$115.68
Account 53220 - Postage			
5387 - Creative Graphics, INC (dba Baugh Enterprises)	20-Printing/Mailing/Postage Services of 2017 Leafing	12/15/2017	2,639.04
	Account 53220 - Postage Totals	Invoice	\$2,639.04
Account 53310 - Printing			
5387 - Creative Graphics, INC (dba Baugh Enterprises)	20-Printing/Mailing/Postage Services of 2017 Leafing	12/15/2017	1,200.00
	Account 53310 - Printing Totals	Invoice	\$1,200.00
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs/Shop Towels-11/22/17	12/15/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs/Shop Towels-11/15/17	12/15/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/15/17	12/15/2017	21.90
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/22/17	12/15/2017	21.90
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-11/29/17	12/15/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/29/17	12/15/2017	21.90
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice	\$144.87
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	20-Dump Fees for Sweeper debris-11/2/17	12/15/2017	536.40
	Account 53950 - Landfill Totals	Invoice	\$536.40
Account 53990 - Other Services and Charges			
467 - Groomer Construction, INC	20-Contract Serv. for SW Repair-812/822/830 S. Fess BC 2017-78	12/15/2017	9,655.00
467 - Groomer Construction, INC	20-SW Contract Work-E. 10th/E. 6th/Indiana Ave BC 2017-78	12/15/2017	11,129.25
	Account 53990 - Other Services and Charges Totals	Invoice	\$20,784.25
	Program 200000 - Main Totals	Invoice	\$25,615.96
	Department 20 - Street Totals	Invoice	\$25,615.96
	Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice	\$25,615.96
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52110 - Office Supplies			
8002 - Safeguard Business Systems, INC	26-Pkg Garages-single window envelopes-5,000	12/15/2017	447.39
	Account 52110 - Office Supplies Totals	Invoice	\$447.39
Account 52310 - Building Materials and Supplies			
6055 - David Padgett (AnKriss Services)	26-4th St Garage-CO-install new glass panel-skywalk	12/15/2017	560.47
6055 - David Padgett (AnKriss Services)	26-4th St Garage-CO-install 9 HVAC ducts, fixtures,	12/15/2017	5,377.17
6055 - David Padgett (AnKriss Services)	26-4th St Garage-painting of walls, doors, trim	12/15/2017	3,768.14
	Account 52310 - Building Materials and Supplies Totals	Invoice	\$9,705.78



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Vendor	Invoice Description	G/L Date	Invoice Amount
Account 52340 - Other Repairs and Maintenance			
423 - City Glass of Bloomington, INC	26-4t St Garage-repair front door	12/15/2017	222.75
423 - City Glass of Bloomington, INC	26-4th St Garage-repair broken glass Skywalk	12/15/2017	1,080.70
321 - Harrell Fish, INC	26-4th St Garage-condensate drain leaking in lobby	12/15/2017	580.85
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-tapcons & mason bit	12/15/2017	8.58
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-mason bits	12/15/2017	7.96
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-masonry grind wheel	12/15/2017	8.97
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-credit for mason bit return	12/15/2017	(3.98)
Account 52340 - Other Repairs and Maintenance Totals			Invoice \$1,905.83
Account 53610 - Building Repairs			
392 - Koorsen Fire & Security, INC	19-Morton St Garage-annual FE inspection plus purchase	12/15/2017	1,064.43
227 - Otis Elevator Company	26-Morton St Garage-service call-9/28/17	12/15/2017	1,283.75
Account 53610 - Building Repairs Totals			Invoice \$2,348.18
Account 53650 - Other Repairs			
6197 - CE Solutions, INC	26-4th St & Morton St Gar-Eng. Services thru 11/15/17- BC 2017-75	12/15/2017	21,196.29
Account 53650 - Other Repairs Totals			Invoice \$21,196.29
Account 53840 - Lease Payments			
3887 - Mercury Development Group, LLC	26-Morton St Garage-January 2018 rent	12/15/2017	36,405.49
512 - 7th & Walnut , LLC	26-Walnut St Garage-January 2018 rent	12/15/2017	18,759.98
Account 53840 - Lease Payments Totals			Invoice \$55,165.47
Program 260000 - Main Totals			Invoice \$90,768.94
Department 26 - Parking Totals			Invoice \$90,768.94
Fund 452 - Parking Facilities(S9502) Totals			Invoice \$90,768.94
Fund 454 - Alternative Transport(S6301)			
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Qasim I Almatar	14-Almatar-refund pkg citation M1704097-ticket	12/15/2017	20.00
Account 46060 - Other Violations Totals			Invoice \$20.00
Program 020000 - Main Totals			Invoice \$20.00
Department 02 - Public Works Totals			Invoice \$20.00
Fund 454 - Alternative Transport(S6301) Totals			Invoice \$20.00
Fund 601 - Cum Cap Development(S2391)			
Department 02 - Public Works			
Program 020000 - Main			
Account 54110 - Land Purchase			



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Vendor	Invoice Description	G/L Date	Invoice Amount
1380 - DLZ Indiana, LLC	13-Tapp/Rockport Rd Design-City Portion-10/14- BC 2016-31	12/15/2017	5,827.00
	Account 54110 - Land Purchase Totals	Invoice	\$5,827.00
Account 54510 - Other Capital Outlays			
18844 - First Financial Bank, N.A.	20-2017 Pavement Markings Contract/Escrow-per. BC 2017-40	12/15/2017	1,285.97
3662 - Indiana Traffic Services, LLC	20-2017 Pavement Markings Contract-period ending BC 2017-40	12/15/2017	24,433.50
	Account 54510 - Other Capital Outlays Totals	Invoice	\$25,719.47
	Program 020000 - Main Totals	Invoice	\$31,546.47
	Department 02 - Public Works Totals	Invoice	\$31,546.47
	Fund 601 - Cum Cap Development(\$2391) Totals	Invoice	\$31,546.47
Fund 730 - Solid Waste (\$6401)			
Department 16 - Sanitation			
Program 160000 - Main			
Account 43090 - Solid Waste			
Lindsay Brown	16-trash and yard waste sticker refunds	12/15/2017	8.00
Carol Buszkiewicz	16-trash and yard waste sticker refunds	12/15/2017	18.00
Robert R. Carter	16-trash and yard waste sticker refunds	12/15/2017	2.00
Sara Jane Feuerbach	16-trash and yard waste sticker refunds	12/15/2017	6.00
Berry Grant	16-trash and yard waste sticker refunds	12/15/2017	28.00
Jack Horton	16-trash and yard waste sticker refunds	12/15/2017	8.00
David Johnson	16-trash and yard waste sticker refunds	12/15/2017	12.00
Paul Konstanski	16-trash and yard waste sticker refunds	12/15/2017	18.00
Kroger 960	16-trash and yard waste sticker refunds	12/15/2017	942.00
Amelia Lewis	16-trash and yard waste sticker refunds	12/15/2017	6.00
Lucky's Market	16-trash & yard waste sticker refunds	12/15/2017	2,240.00
Joseph C. Miller	16-trash and yard waste sticker refunds	12/15/2017	32.00
Deborah Piston-Hatlen	16-trash and yard waste sticker refunds	12/15/2017	16.00
John Rogers	16-trash and yard waste sticker refunds	12/15/2017	6.00
Edward Ryan	16-trash and yard waste sticker refunds	12/15/2017	12.00
Daniel Sherman	16-trash and yard waste sticker refunds	12/15/2017	5.00
Min Song	16-trash and yard waste sticker refunds	12/15/2017	48.00
Cassandra Springer	16-trash and yard waste sticker refunds	12/15/2017	8.00
	Account 43090 - Solid Waste Totals	Invoice	\$3,415.00
Account 43100 - Yard Waste			
Carol Buszkiewicz	16-trash and yard waste sticker refunds	12/15/2017	5.00
Bev Carson	16-trash and yard waste sticker refunds	12/15/2017	3.00
Robert R. Carter	16-trash and yard waste sticker refunds	12/15/2017	3.00



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Vendor	Invoice Description	G/L Date	Invoice Amount
Sara Jane Feuerbach	16-trash and yard waste sticker refunds	12/15/2017	4.00
Berry Grant	16-trash and yard waste sticker refunds	12/15/2017	12.00
Jack Horton	16-trash and yard waste sticker refunds	12/15/2017	6.75
David Johnson	16-trash and yard waste sticker refunds	12/15/2017	2.00
Paul Konstanski	16-trash and yard waste sticker refunds	12/15/2017	10.00
Kroger 960	16-trash and yard waste sticker refunds	12/15/2017	1,915.00
Lucky's Market	16-trash & yard waste sticker refunds	12/15/2017	636.00
Deborah Piston-Hatlen	16-trash and yard waste sticker refunds	12/15/2017	2.00
John Rogers	16-trash and yard waste sticker refunds	12/15/2017	8.00
Edward Ryan	16-trash and yard waste sticker refunds	12/15/2017	9.00
Daniel Sherman	16-trash and yard waste sticker refunds	12/15/2017	11.00
Cassondra Springer	16-trash and yard waste sticker refunds	12/15/2017	4.00
Masako Uthuppuru	16-trash and yard waste sticker refunds	12/15/2017	2.00
Account 43100 - Yard Waste Totals		Invoice	\$2,632.75
Account 52420 - Other Supplies			
248 - Cosner's Ice Company	16-ice for employees-50 7# bags	12/15/2017	72.50
Account 52420 - Other Supplies Totals		Invoice	\$72.50
Account 52430 - Uniforms and Tools			
313 - Fastenal Company	16-gloves-Large	12/15/2017	118.44
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-tools-deadblow hammer, ball joint separator	12/15/2017	49.13
Account 52430 - Uniforms and Tools Totals		Invoice	\$167.57
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-11/22/17	12/15/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/22/17	12/15/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/15/17	12/15/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-11/15/17	12/15/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/29/17	12/15/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-11/29/17	12/15/2017	31.87
Account 53920 - Laundry and Other Sanitation Services Totals		Invoice	\$118.08
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-11/1-11/14/17	12/15/2017	10,950.00
Account 53950 - Landfill Totals		Invoice	\$10,950.00
Program 160000 - Main Totals		Invoice	\$17,355.90
Department 16 - Sanitation Totals		Invoice	\$17,355.90
Fund 730 - Solid Waste (S6401) Totals		Invoice	\$17,355.90
Fund 800 - Risk Management(S0203)			



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Vendor	Invoice Description	G/L Date	Invoice Amount
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10-J. Neal-safety shoes	12/15/2017	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice	\$100.00
Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations, INC	12 TTD Wages (Rogers) pay date 12/8/17 Inv 1117	12/06/2017	1,462.10
	Account 53420 - Worker's Comp & Risk Totals	Invoice	\$1,462.10
	Program 100000 - Main Totals	Invoice	\$1,562.10
	Department 10 - Legal Totals	Invoice	\$1,562.10
	Fund 800 - Risk Management(S0203) Totals	Invoice	\$1,562.10
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17-TIRES	12/15/2017	190.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	12/15/2017	301.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	12/15/2017	5,601.88
4693 - Monroe County Tire & Supply, INC	17-TIRES	12/15/2017	821.00
4693 - Monroe County Tire & Supply, INC	17-tires-P265/70R17	12/15/2017	561.00
4693 - Monroe County Tire & Supply, INC	17-tires-225/70R19.5-6' year 6622 RSD 14PLY OSD	12/15/2017	1,212.88
4693 - Monroe County Tire & Supply, INC	17-tires-225/70R19.5-GoodYear 6647 Rss 14 PLY	12/15/2017	598.50
	Account 52230 - Garage and Motor Supplies Totals	Invoice	\$9,286.26
Account 52320 - Motor Vehicle Repair			
409 - Black Lumber Co INC	14-Great Stuff Triple Expand	12/15/2017	7.94
409 - Black Lumber Co INC	14-Dish Soap	12/15/2017	3.29
409 - Black Lumber Co INC	14-batteries	12/15/2017	25.96
244 - Bloomington Ford, INC	17-#616 REPLACEMENT MIRROR GLASS	12/15/2017	116.66
244 - Bloomington Ford, INC	17-PARTS RETURN	12/15/2017	(11.78)
244 - Bloomington Ford, INC	17-#461 OIL COOLER	12/15/2017	117.43
4250 - Bob Jones Radiator	17 - #398 fitting	12/15/2017	15.00
4335 - Circle Distributing, INC	17-MISC PARTS	12/15/2017	298.38
4335 - Circle Distributing, INC	17-MISC PARTS	12/15/2017	74.10
4335 - Circle Distributing, INC	17-MISC PARTS	12/15/2017	24.96
4335 - Circle Distributing, INC	17-brake lining kit, rotor	12/15/2017	260.04
51827 - Fire Service, INC	17-#338 PUMP GEAR SWITCH	12/15/2017	149.94



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
480 - Hall Signs INC	17 - stock City Seals	12/15/2017	383.70
4044 - Industrial Hydraulics, INC	17-#449 R&R HYD CYL	12/15/2017	48.11
4044 - Industrial Hydraulics, INC	17-#449 R&R HYD CYL	12/15/2017	48.11
4044 - Industrial Hydraulics, INC	17-MISC PARTS	12/15/2017	320.12
4044 - Industrial Hydraulics, INC	17-MISC PARTS	12/15/2017	188.13
455 - Industrial Service & Supply, INC	17-#396 HYD ELBOW AND ADJUSTER	12/15/2017	16.94
455 - Industrial Service & Supply, INC	17 - fittings-male elbow	12/15/2017	24.68
4140 - Interstate All Battery Center of Bloomington, INC	17-battery-12V 9AH 36W SLA 250 High Rate	12/15/2017	27.45
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	12/15/2017	196.06
908 - JB Salvage (Westside Auto Parts)	17-#9300 STEEL FOR FABRICATION OF STEPS	12/15/2017	80.00
4439 - JX Enterprises, INC	17 - #442 Nox Sensor	12/15/2017	526.79
4439 - JX Enterprises, INC	17-#431 SPEEDOMETER	12/15/2017	275.00
4439 - JX Enterprises, INC	17-PARTS RETURN	12/15/2017	(75.76)
394 - Kleindorfer Hardware & Variety	14-2 c clips	12/15/2017	1.50
8181 - Lawson Products, INC	17-MISC PARTS	12/15/2017	692.28
2974 - MacAllister Machinery Co, INC	17-#657 REAR VIEW MIRROR	12/15/2017	53.05
2974 - MacAllister Machinery Co, INC	17-#646 FILTER,	12/15/2017	20.87
2974 - MacAllister Machinery Co, INC	17-#446 OIL PAN, SEAL AND BOLTS	12/15/2017	670.85
2974 - MacAllister Machinery Co, INC	17-#446 OIL PAN, SEAL AND BOLTS	12/15/2017	31.50
6095 - Old Dominion Brush Company, INC	17-#4881 BEARING	12/15/2017	283.99
6095 - Old Dominion Brush Company, INC	17 - leafer parts-Q3 2 1/4 bushing	12/15/2017	136.00
6095 - Old Dominion Brush Company, INC	17-leafer parts-linkage rod end	12/15/2017	54.95
54351 - Sternberg, INC	17-CORE CREDIT	12/15/2017	(116.00)
54351 - Sternberg, INC	17-#446 BRAKE DRUMS, SEALS AND SHOES	12/15/2017	591.48
54351 - Sternberg, INC	17-#439 STEP PARTS	12/15/2017	1,021.44
6216 - Terminal Supply, INC	17-LED LIGHT AND LED MINI BAR	12/15/2017	639.70
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #446 Headlight bucket and adjustment screws	12/15/2017	68.68
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #446 Headlight bucket and adjustment screws	12/15/2017	19.80
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#427 FILTER HOUSING	12/15/2017	245.59
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#446 SLACK ADJUSTER AND BRAKE DRUMS	12/15/2017	324.74
4606 - Truck Service, INC	17-#446 UBOLTS	12/15/2017	107.96
4398 - TruckPro Holding Corporation	17-CLEVIS PINS	12/15/2017	100.62
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-STK ALTERNATOR	12/15/2017	236.58
2096 - West Side Tractor Sales Co.	17-#454 QUICK COUPLER	12/15/2017	1,158.89
Account 52320 - Motor Vehicle Repair Totals		Invoice	\$9,485.72

Account **52420 - Other Supplies**



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
3560 - First Financial Bank / Credit Cards	17 - title fees	12/15/2017	135.00
	Account 52420 - Other Supplies Totals	Invoice	\$135.00
Account 52430 - Uniforms and Tools			
1072 - Keith L Sharp	17-tool check for 2017	12/15/2017	500.00
	Account 52430 - Uniforms and Tools Totals	Invoice	\$500.00
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	17 - IPECA UST seminar for IDEM compliance	12/15/2017	525.00
	Account 53160 - Instruction Totals	Invoice	\$525.00
Account 53620 - Motor Repairs			
4044 - Industrial Hydraulics, INC	17-#449 R&R HYD CYL	12/15/2017	215.00
4044 - Industrial Hydraulics, INC	17-#449 R&R HYD CYL	12/15/2017	215.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service-2011 Ford Crown Victoria-9/23/17	12/15/2017	35.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service-2010 Ford Ranger-11/16/17	12/15/2017	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing service-2008 Peterbilt-11/20/17	12/15/2017	458.00
	Account 53620 - Motor Repairs Totals	Invoice	\$973.00
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat-towel services-11/22/17	12/15/2017	110.29
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/29/17	12/15/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat-towel services-11/29/17	12/15/2017	98.59
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-11/22/17	12/15/2017	13.32
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice	\$235.52
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	17 - titlework for unit 959	12/15/2017	15.00
	Account 53990 - Other Services and Charges Totals	Invoice	\$15.00
	Program 170000 - Main Totals	Invoice	\$21,155.50
	Department 17 - Fleet Maintenance Totals	Invoice	\$21,155.50
	Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice	\$21,155.50
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City URM 2017	12/06/2017	25.00
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice	\$25.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City DDC 2017	12/05/2017	287.00
	Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	Invoice	\$287.00



Board of Public Works Claim Register

Invoice Date Range 12/05/17 - 12/15/17

Vendor	Invoice Description	G/L Date	Invoice Amount
	Program 120000 - Main Totals	Invoice	<u>\$312.00</u>
	Department 12 - Human Resources Totals	Invoice	<u>\$312.00</u>
	Fund 804 - Insurance Voluntary Trust Totals	Invoice	<u>\$312.00</u>
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016F - 2016 F 2 Rear loader Sanitation			
Account 54440 - Motor Equipment			
941 - Central Indiana Truck Equipment Corporation	17-DuraPack 5000 rear load 2 of 2 bond 978-06-06016F	12/15/2017	<u>268,334.00</u>
	Account 54440 - Motor Equipment Totals	Invoice	<u>\$268,334.00</u>
	Program 06016F - 2016 F 2 Rear loader Sanitation Totals	Invoice	<u>\$268,334.00</u>
Program 06016G - 2016 G Sanitation Carts			
Account 54510 - Other Capital Outlays			
6248 - AMCS Group, INC	AMCS--software-Sanitation modernization	12/15/2017	<u>107,149.05</u>
5697 - Cascade Engineering, INC	16-29,104 new trash carts	12/15/2017	<u>113,505.60</u>
	Account 54510 - Other Capital Outlays Totals	Invoice	<u>\$220,654.65</u>
	Program 06016G - 2016 G Sanitation Carts Totals	Invoice	<u>\$220,654.65</u>
	Department 06 - Controller's Office Totals	Invoice	<u>\$488,988.65</u>
	Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice	<u>\$488,988.65</u>
		Invoice	<u>\$970,918.88</u>

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	9/1/2017	EFT	801	GYMMT	11/1/2017	3,474.87
2	10/31/2017	EFT	804	FLEX	11/1/2017	40.00
3	11/1/2017	EFT	804	FLEX	11/3/2017	178.56
4	11/2/2017	EFT	804	FLEX	11/4/2017	122.99
5	11/2/2017	EFT	801	CIGNA	11/6/2017	36,838.57
6	11/2/2017	EFT	801	IACT	11/6/2017	747,074.71
7	11/3/2017	EFT	804	FLEX	11/6/2017	309.00
8	11/4/2017	EFT	804	FLEX	11/6/2017	175.00
9	11/5/2017	EFT	804	FLEX	11/6/2017	10.00
10	11/6/2017	EFT	800	Workers Comp	11/6/2017	1,482.10
11	11/6/2017	EFT	804	FLEX	11/6/2017	40.00
12	11/7/2017	EFT	804	FLEX	11/6/2017	100.99
13	11/7/2017	EFT	801	FLEX/DDC	11/6/2017	740.00
14	11/8/2017	EFT	804	FLEX	11/13/2017	42.78
15	11/10/2017	EFT	804	FLEX	11/13/2017	354.00
16	11/11/2017	EFT	804	FLEX	11/13/2017	353.75
17	11/12/2017	EFT	804	FLEX	11/13/2017	10.00
18	11/13/2017	EFT	804	FLEX	11/14/2017	35.00
19	11/14/2017	EFT	804	FLEX/DDC	11/14/2017	2,066.30
20	11/14/2017	EFT	804	FLEX	11/14/2017	144.40
21	11/15/2017	EFT	804	FLEX	11/16/2017	30.00
22	11/16/2017	EFT	804	FLEX	11/19/2017	20.00
27	11/17/2017	EFT	804	FLEX/DDC	11/19/2017	736.40
28	11/17/2017	EFT	804	FLEX	11/20/2017	845.11
29	11/18/2017	EFT	804	FLEX	11/20/2017	389.00
28	11/20/2017	EFT	804	FLEX	11/21/2017	118.23
30	11/20/2017	EFT	804	GYMMT	11/21/2017	2,647.84
25	11/21/2017	EFT	804	FLEX/DDC	11/21/2017	1,157.89
24	11/21/2017	EFT	800	Workers Comp	11/22/2017	1,482.10
23	11/21/2017	EFT	800	Workers Comp	11/22/2017	4,817.75
31	11/21/2017	EFT	800	Workers Comp	11/22/2017	19,072.23
32	11/21/2017	EFT	804	FLEX	11/22/2017	189.95
33	11/21/2017	EFT	804	H.S.A. EE	11/22/2017	14,753.30
34	11/22/2017	EFT	804	FLEX	11/27/2017	185.00
35	11/24/2017	EFT	804	FLEX	11/27/2017	77.58
36	11/25/2017	EFT	804	FLEX	11/27/2017	70.48
37	11/28/2017	EFT	804	FLEX	11/27/2017	50.00
38	11/28/2017	EFT	804	FLEX	11/29/2017	80.20
39	11/30/2017	EFT	804	FLEX	11/30/2017	194.05
40	11/29/2017	EFT	804	FLEX	11/30/2017	289.14
41		EFT	804	FLEX		
42		EFT	804	FLEX		
43		EFT	804	FLEX		
44		EFT	804	FLEX		
45		EFT	804	FLEX		
46		EFT	804	FLEX		
47		EFT	804	FLEX		
48		EFT	801	H.S.A. EE		
49		EFT	804	FLEX		
50		EFT	800	Workers Comp		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

840,617.03

ALLOWANCE OF CLAIMS

\$ 840,617.03

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

I hereby certify that each of the above listed voucher(s) or bill(s) is (are) true and correct and I have audited same in accordance with IC 5-11-10-1.8.

Fiscal Office _____



Board of Public Works Claim Register

Invoice Date Range 11/30/17 - 11/30/17

Bank Fees for October 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-DptCC 10-17	06-Dept CC 10-17	Paid by EFT # 20491		11/30/2017	11/30/2017	11/30/2017		11/30/2017	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-DptCC 10-17	06-Dept CC 10-17	Paid by EFT # 20491		11/30/2017	11/30/2017	11/30/2017		11/30/2017	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-DptCC 10-17	06-Dept CC 10-17	Paid by EFT # 20491		11/30/2017	11/30/2017	11/30/2017		11/30/2017	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-DptCC 10-17	06-Dept CC 10-17	Paid by EFT # 20491		11/30/2017	11/30/2017	11/30/2017		11/30/2017	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-GrgFees10-17	26-Grg Fees Oct 2017	Paid by EFT # 20493		11/30/2017	11/30/2017	11/30/2017		11/30/2017	2,167.63
				Account 53830 - Bank Charges Totals				Invoice Transactions 1		\$2,167.63
				Program 260000 - Main Totals				Invoice Transactions 1		\$2,167.63
				Department 26 - Parking Totals				Invoice Transactions 1		\$2,167.63
				Fund 452 - Parking Facilities(S9502) Totals				Invoice Transactions 1		\$2,167.63
Fund 454 - Alternative Transport(S6301)										
Department 02 - Public Works										
Program 020000 - Main										
Account 53830 - Bank Charges										
18844 - First Financial Bank, N.A.										
	06-DptCC 10-17	06-Dept CC 10-17	Paid by EFT # 20491		11/30/2017	11/30/2017	11/30/2017		11/30/2017	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 6		\$2,207.58



Board Of Public Works Claim Register for IU RR Woodlawn Escrow

Invoice Date Range 12/05/17 - 12/15/41

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 257 - IU RR Woodlawn Escrow										
Account 10000 - Cash										
399 - American Structurepoint, INC	101238	13-Woodlawn RR Crossing Oct 1 to Oct 31- 34	Paid by EFT #		12/05/2017	12/05/2017	12/15/2017		12/15/2017	(747.50)
Account 10000 - Cash Totals								Invoice Transactions 1		(747.50)
Department 13 - Planning										
Program 130000 - Main										
Account 53170 - Mgt. Fee, Consultants, and Workshops										
399 - American Structurepoint, INC	101238	13-Woodlawn RR Crossing Oct 1 to Oct 31- 34	Paid by EFT #		12/05/2017	12/05/2017	12/15/2017		12/15/2017	747.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals								Invoice Transactions 1		747.50
Program 130000 - Main Totals								Invoice Transactions 1		747.50
Department 13 - Planning Totals								Invoice Transactions 1		747.50
Fund 257 - IU RR Woodlawn Escrow Totals								Invoice Transactions 2		\$0.00
Grand Totals								Invoice Transactions 2		\$0.00

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/30/2017	Bank Fees				2,207.58
12/15/2017	Claims				970,918.88
11/29/2017	Sp Utility Cks				2,584.37
12/15/2017	Woodlawn Ave				747.50
	Month Of November HAS/WorkComp/MT & Gym/CIGNA				840,517.03
					<u>1,816,975.36</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 \$ 1,816,975.36

Dated this _____ day of _____ year of 20_____.

_____	_____	_____
_____	_____	_____

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

Fiscal Office _____