

**Board of Public Works**  
**Meeting February 5, 2019**



**AGENDA**  
**BOARD OF PUBLIC WORKS**  
**February 5, 2019**

A Regular Meeting of the Board of Public Work to be held Tuesday, February 5, 2019 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
  - 1. Approval of Minutes – January 22, 2019
  - 2. Approve Request from Weddle Brothers Construction Group for Extension of E. 13th Street Full Closure (Wednesday, Feb. 6th-Thursdays, Feb.28th)
  - 3. Approve Outdoor Lighting Agreement W. 17<sup>th</sup> St. Reconstruction Project
  - 4. Resolution 2019 – 10: Approve Renewal of Mobil Vendor License ( Kabab on Wheels)
  - 5. Resolution 2019 – 11: Approval of Public Need for Right of Way Acquisition for the Henderson Street Multiuse Path Project
  - 6. Resolution 2019 – 12: Approval of Public Need for Right of Way Acquisition for the Rogers Road Multiuse Path Project
  - 7. Resolution 2019 – 13: Approval of Public Need for Right of Way Acquisition for the Winslow Road Multiuse Path Project
  - 8. Resolution 2019 – 14: Approve Closure of S. Washington Street for Middle Way House Street Naming Ceremony (Friday March 8th, 2019)
  - 9. Approve Service Agreement with Ann – Kriss, LLC for Maintenance and Repair Services at Public Work Facilities
  - 10. Approve Service Agreement with Cassady Electrical Contractors, Inc., for Electrical Maintenance and Repair Services
  - 11. Approve Award for Concrete Services Agreement with Groomer Construction Inc.
  - 12. Approval of Payroll
- IV. NEW BUSINESS**
  - 1. Approve Noise Permit for the FlowMotion Symposium, Friday March 15th & Saturday March 16th, 2019
  - 2. Approve Awarding of Contract for Bloomington Fire Department Purchase of a Pumper Truck to Fire Service Inc.
  - 3. Approve Request from Crider and Crider for Temporary Road Closures Old State Road 37 N. between Walnut Street and Gourley Pike (Wednesday, Feb. 6<sup>th</sup> – Thursday, June 6<sup>th</sup>)
  - 4. Approve Request from Weddle Brothers for Temporary Road Closure on S. Rogers Street (Wednesday, Feb. 6<sup>th</sup> and Thursday, Feb. 7<sup>th</sup>)
  - 5. Approve Request from Duke Energy for Temporary Road and Alley Closures in the Area of the 200 Block of N. Morton Street (Monday, March 4<sup>th</sup> to Friday, May 3<sup>rd</sup>)
  - 6. Approval of the Construction Inspection Contract with Beam, Longest, and Neff, LLC for the W. 17<sup>th</sup> Street Reconstruction Project
  - 7. Approve Award of Construction Contract Reed & Sons Construction Inc., for the W. 17<sup>th</sup> Street Reconstruction Project
  - 8. Approve Contract Amendment #2 for Preliminary Engineering Services with AZTEC Engineering Group, Inc., for the 17<sup>th</sup> Street Reconstruction Project
  - 9. Approval of Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC, for the Downtown Alleys and Kirkwood Maintenance Projects
- V. STAFF REPORTS & OTHER BUSINESS**
- VI. APPROVAL OF CLAIMS**
- VII. ADJOURNMENT**

Auxiliary aids for people with disabilities are available upon request with adequate notice.  
Please call 812-349-3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov).

The Board of Public Works meeting was held on Tuesday, January 22, 2019, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard  
Beth H. Hollingsworth  
Dana Palazzo

**ROLL CALL**

City Staff: Christina Smith – Public Works  
Adam Wason – Public Works  
Michael Large – Public Works  
Jackie Moore – City Legal  
Dan Backler – Planning and Transportation  
Roy Aten – Planning and Transportation

Beth H. Hollingsworth nominated Kyla Cox Deckard as President of the Board of Public Works. Kyla Cox Deckard nominated Beth H. Hollingsworth as the Vice President and Dana Palazzo as the Secretary. Beth H. Hollingsworth made a motion to accept the nominations as made. Dana Palazzo seconded the motion. Motion is passed, officers will retain their current positions for the calendar year 2019.

**ELECTION OF  
OFFICERS**

Beth H. Hollingsworth thanked City Staff and Crews for their hard work over the weekend addressing the snow control event.

**MESSAGES FROM  
BOARD MEMBERS**

None

**PETITIONS &  
REMONSTRANCES**

**CONSENT AGENDA**

1. Approval of Minutes – January 8, 2019
2. Approval of Noise Permit for 2019 Parks Department Events
3. Approve Bloomington Digital Underground Action Committee Appointees
4. Approve 2019 PEG Agreement with CATS
5. Approve 2019 CATS Funding Agreement
6. Approve PEG Agreement with WTIU
7. Approve Whitehall Crossing Final Plat Signatures
8. Approve Service Contract with Nature's Way, Inc.,  
for Monthly Maintenance at City Hall
9. Approve Renewal of Agreement with Parkmobile for Parking Meter  
Services

- 10. Resolution 2019 – 08: Approve JB’s Disposal Services Organic Collection Program**
- 11. Resolution 2019 – 09: Approve 43<sup>rd</sup> Annual 4th Street Festival of the Arts and Crafts**
- 12. Approve Outdoor Lighting Agreement with Duke Energy on Cottage Grove Avenue from N. Walnut St. to N. Park Ave.**
- 13. Approval of Payroll**

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

Dan Backler, Planning and Transportation, presented Resolution 2019 – 01: Approve Right of Way Encroachment for Indiana University Foundation Crosstown Shopping Center Project located at 1799 – 1811 E. 10th Street. See meeting packet for details.

Hollingsworth made a motion to approve Resolution 2019 – 01: Encroachment for Indiana University Foundation Crosstown Shopping Center Project. Palazzo seconded the motion. Motion is passed. Resolution 2019 – 01 is approved.

Dan Backler, Planning and Transportation, presented Resolution 2019 – 07: Approve Right of Way Encroachment request from Park South LLC at 600 E. Hillside Dr. See meeting packet for details.

Palazzo made a motion to approve Resolution 2019 – 07: Approve Right of Way Encroachment request from Park South LLC at 600 E. Hillside Dr. Hollingsworth seconded the motion. Motion is passed. Resolution 2019 – 07 is approved.

Roy Aten, Planning and Transportation, presented contract supplemental #1 for preliminary engineering services for the Jackson Creek Trail Phase II Project. See meeting packet for details.

Hollingsworth made a motion to approve contract supplemental #1 for preliminary engineering services for the Jackson Creek Trail Phase II Project. Palazzo seconded the motion. Motion is passed. Contract Supplemental #1 is approved.

Christina Smith, Public Works, presented the contract with Owen Valley Flooring Inc., to replace stair treads at Fire Station #1. See meeting packet for details.

## **NEW BUSINESS**

**Resolution 2019 – 01:  
Approve Right of Way  
Encroachment for  
Indiana University  
Foundation Crosstown  
Shopping Center Project  
Located at 1799 – 1811 E.  
10th Street**

**Resolution 2019 – 07:  
Approve Right of Way  
Encroachment request  
from Park South LLC at  
600 E. Hillside Dr.**

**Approve Contract  
Supplemental #1 for  
Preliminary Engineering  
Services for the Jackson  
Creek Trail Phase II  
Project**

**Approve Contract with  
Owen Valley Flooring  
Inc., to Replace Stair  
Treads at Fire Station #1**



Palazzo made a motion to approve contract with Owen Valley Flooring Inc., to replace stair treads at Fire Station #1. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

Adam Wason, Public Works, presented the Board of Public Works Appointment to the Plan Commission. See meeting packet for details.

**Approve Board of Public Works Appointment to the Plan Commission**

Hollingsworth made a motion to approve the Board of Public Works Appointment of Flavia Burrell to the Plan Commission. Palazzo seconded the motion. Motion is passed. Appointment is approved.

**STAFF REPORTS & OTHER BUSINESS**

Wason gave a general update on snow control from the previous weekend. Wason stated that one of the biggest inhibitors was the rain received prior to the temperature drop on Saturday. The Street Department likes to pretreat roads prior to any snow or frozen precipitation but due to the amount of rain that fell crews were unable to perform this preventative measure. If they had, the salt would have been washed into the storm drains, essentially washing money down the drain. Crews worked diligently through Saturday night and into early Sunday. Due to the extreme cold the effectiveness of the salt was minimized. Wason reiterated appreciation for the crews that were out clearing streets in the toughest of conditions. Wason spoke with the Director of the Street Department, Joe VanDeventer, regarding the difficulty given the limited visibility and heavy snowfall rates. Wason thanked all of those at the Street Department, Fleet Maintenance Garage, and Public Safety Officers who were out to ensure the safety of the general public. Wason stated that rain was expected and localized flooding may occur, which crews are prepared to address as it occurs.

**APPROVAL OF CLAIMS**

Hollingsworth made a motion to approve claims in the amount of \$1,189,320.47. Palazzo seconded the motion. Motion is passed. Claims are approved.

**ADJOURNMENT**

Cox Deckard called for adjournment. Meeting adjourned at 5:44 p.m.

Accepted by:

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Kyla Cox Deckard, President

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Beth H. Hollingsworth, Vice-president

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Dana Palazzo, Secretary

Date:

Attest to:



## Board of Public Works Staff Report

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**Project/Event:** Request to extend use of public right-of-way to close E. 13<sup>th</sup> Street from N. Woodlawn Avenue to N. Fess Avenue

**Staff Representative:** Liz Carter

**Petitioner/Representative:** Weddle Brothers Building Group, LLC

**Date:** February 5, 2019

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**Report:** Weddle Brothers has been contracted by IU to perform a renovation on the building located at 802 E. 13<sup>th</sup> Street. Weddle was approved by the Board to close 13<sup>th</sup> Street for 5 weeks, beginning September 24<sup>th</sup> and lasting until October 26<sup>th</sup>, and open the street only for weekends and IU events. Weddle has received a few extensions from the Board, the last of which ended January 31<sup>st</sup>, 2019.

Weddle is requesting to extend the street closure through February 28<sup>th</sup> 2019 to facilitate final construction activities. Indiana University had issued Weddle a change order that included a time extension. However, recent weather has delayed some of the work that Weddle needs to complete. Indiana University is fully supportive of the extension to the closure of 13<sup>th</sup> Street.

**Recommendation and Supporting Justification:** Staff appreciates Weddle keeping the Board and staff updated as to the progress of this project and any associated right-of-way requests. Staff recommends approval of the extension of right-of-way use through February 28, 2019.

**Recommend**   ☒ **Approval**   ☐ **Denial by** Liz Carter



# City of Bloomington

## Public Works Department

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

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

### Street or Traffic Lane Closure Permit Application

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

Location: E. 13th Street N. Woodlawn Ave N. Fess Ave  
(Street) (From) (To)

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

☒ Complete Street Closure ☐ One Traffic Lane ☐ 2 or more Traffic Lanes ☐ Alley  
☐ Sidewalk/Multiuse Path/Trail ☐ Bike Lane ☐ Parking Lane

**Reason for Closure:** ☐ Work on Sidewalk/Multiuse Path/Trail ☒ Work in Street

☐ Loading and Unloading ☐ Utility Work ☐ Special Event ☐ Work on Private Property

For the safety of construction activities (site grading, Concrete pad approach and

☒ Other: demobilization installation of new IU Fine Arts building.

**Date(s) of Closure:** From 2/5/19 To 2/28/19  
> 2 weeks? ☒ Yes ☐ No

**Start Time:** 7 : 00 a.m. / p.m.

**End Time:** 5 : 30 a.m. / p.m.

**Overnight Closure Required:** ☒ Yes ☐ No

The applicant hereby certifies and agrees as follows:

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

### Applicant Information:

Name or Organization: Weddle Brothers Building Group, LLC

Contact Person (*Printed Name*): Ryan Nicholson

Contact Email: rnicholson@weddlebros.com Contact Phone No.: 812-320-4643

Signature:  Date: 1/28/18

For Office Use Only

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Dept.: \_\_\_\_\_ Date: \_\_\_\_\_



Elizabeth Carter <cartere@bloomington.in.gov>

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## 13th Street Closure for IU Fine Arts

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**Ryan Nicholson** <rnicholson@weddlebros.com>  
To: Elizabeth Carter <cartere@bloomington.in.gov>

Tue, Jan 29, 2019 at 3:10 PM

Liz,

Please see below email of IU's approval to keep 13<sup>th</sup> St. closed.

Thank you,

Ryan

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**From:** Walls, Gary D <gwalls@indiana.edu>  
**Sent:** Tuesday, January 29, 2019 3:02 PM  
**To:** Ryan Nicholson <rnicholson@weddlebros.com>  
**Subject:** RE: 13th Street Closure for IU Fine Arts

Ryan

Indiana University supports extending the road closure through February 2019.

Thank You,

Gary walls-UAO Indiana University

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**From:** Ryan Nicholson <rnicholson@weddlebros.com>  
**Sent:** Tuesday, January 29, 2019 12:28 PM  
**To:** Walls, Gary D <gwalls@indiana.edu>  
**Subject:** FW: 13th Street Closure for IU Fine Arts

Gary,

Our street closure is up 1/31. Can you write me another email stating that IU supports the continued closure of 13<sup>th</sup> street for the IU Fine Arts project. If you can get this to me, I will get it submitted for City board approval. We will need to clear all of the dumpsters, fence, equipment during the month of February.

Thank you,

Ryan



## Board of Public Works Staff Report

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**Project/Event:** Outdoor Lighting Service Agreements with Duke Energy for W. 17<sup>th</sup> Reconstruction Project

**Petitioner/Representative:** Public Works & Planning & Transportation Departments

**Staff Representative:** Christina Smith

**Meeting Date:** February 5, 2019

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Planning & Transportation Department requested and received a lighting plan for the West 17<sup>th</sup> Street Reconstruction Project.

The lighting plan along W. 17<sup>th</sup> St between N. Crescent Rd and 17<sup>th</sup> St/Monroe St/Arlington Rd Roundabout will consist of LED full cut off roadway and decorative acorn fixtures. These lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out TIF Funds and the ongoing monthly costs will be paid out of the Local Road & Street Fund within the Street Operations Division's budget.

Location: W. 17<sup>th</sup> St between N. Crescent Rd and 17<sup>th</sup> St/Monroe St/Arlington Rd Roundabout

Fixtures: Twenty-three (23) LED fixtures

Four (4) 70W LED Roadway fixtures mounted on wooden poles

Nineteen (19) 50W LED Decorative acorn fixtures mounted on black aluminum poles

Option A: \$64,817.36

Estimated Monthly Charge: \$85.53

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



1/21/2019

CITY OF BLOOMINGTON  
PO BOX 100  
BLOOMINGTON , IN 47402-0100

Subject:  
DIR 17TH ST W  
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ( $1/3 - 1/2$ ) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

*Craig Barker*

Craig Barker  
craig.barker@duke-energy.com



# OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000012934		1/21/2019
	Agreement Coverage			Agreement Number		Current Date
73603925	31185788	75110	5450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

## OUTDOOR LIGHTING SERVICE AGREEMENT



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

Business Name				This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON			
Service Location or Subdivision				
Service Address	DIR 17TH ST W			The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address				
Service City, State, Zip code	BLOOMINGTON	IN		
Mailing Name	CITY OF BLOOMINGTON			Notes:
Mailing Business Name				
Mailing Address	PO BOX 100			
Mailing Address				
Mailing City, State, Zip code	BLOOMINGTON	IN	47402-0100	

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 4/21/2019  
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$64,817.36	\$66.92	\$18.61	23	\$85.53	\$3.72	\$3.72
Option B - 1 Year Agreement Initial Term	\$5,648.65	\$66.92	\$18.61	23	\$5,734.17	\$249.31	\$3.72
Option C - 3 Year Agreement Initial Term	\$1,935.30	\$66.92	\$18.61	23	\$2,020.82	\$87.86	\$3.72
Option D - 5 Year Agreement Initial Term	\$1,313.07	\$66.92	\$18.61	23	\$1,398.59	\$60.81	\$3.72
Option E - 7 Year Agreement Initial Term	\$1,053.15	\$66.92	\$18.61	23	\$1,138.68	\$49.51	\$3.72
Option F - 10 Year Agreement Initial Term	\$864.98	\$66.92	\$18.61	23	\$950.50	\$41.33	\$3.72

\* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.

\*\* The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

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

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

**A**

DECLINE

☐

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

Duke Energy Representative

AND

Customer / Representative

Signature

*Craig Barker*

Signature

Printed Name

Craig Barker

Printed Name

Date

1/21/2019

Date

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



## OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

### SECTION I. — EQUIPMENT AND INSTALLATION

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

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

1.3 The System consists of the following:

#### A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
3	Acorn (GV) LED 50W Black (RAL9017) Type III	5,147	50	0.0500	200	\$2.91	\$0.76	19	\$69.65
4	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$2.91	\$1.06	4	\$15.87
SECTION I - A - TOTALS									*ESTIMATED MONTHLY TOTAL COST
									85.52

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

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

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

##### \*\*CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE

Impact Watts = the energy used by the lamp watts plus ballast watts.

- |  |   |
|--|---|
| a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours. | c. Annual kWh divided by twelve (12) months equals monthly kWh.                           |
| b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).                     | d. Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item. |

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

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1
2	Existing Pole	1
3	Existing Pole	1
4	Existing Pole	1
5	Style A 15 Ft Long Direct Buried Top Tenon Aluminum Black	19

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

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

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

Customer's Signature \_\_\_\_\_

Date \_\_\_\_\_

## OUTDOOR LIGHTING SERVICE AGREEMENT

### SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

### SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

### SECTION IV – SYSTEM MAINTENANCE

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

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

### SECTION V – PAYMENT

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

### SECTION VI – TERM OF AGREEMENT

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

### SECTION VI – OTHER TERMS AND CONDITIONS

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

## OUTDOOR LIGHTING SERVICE AGREEMENT

### EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

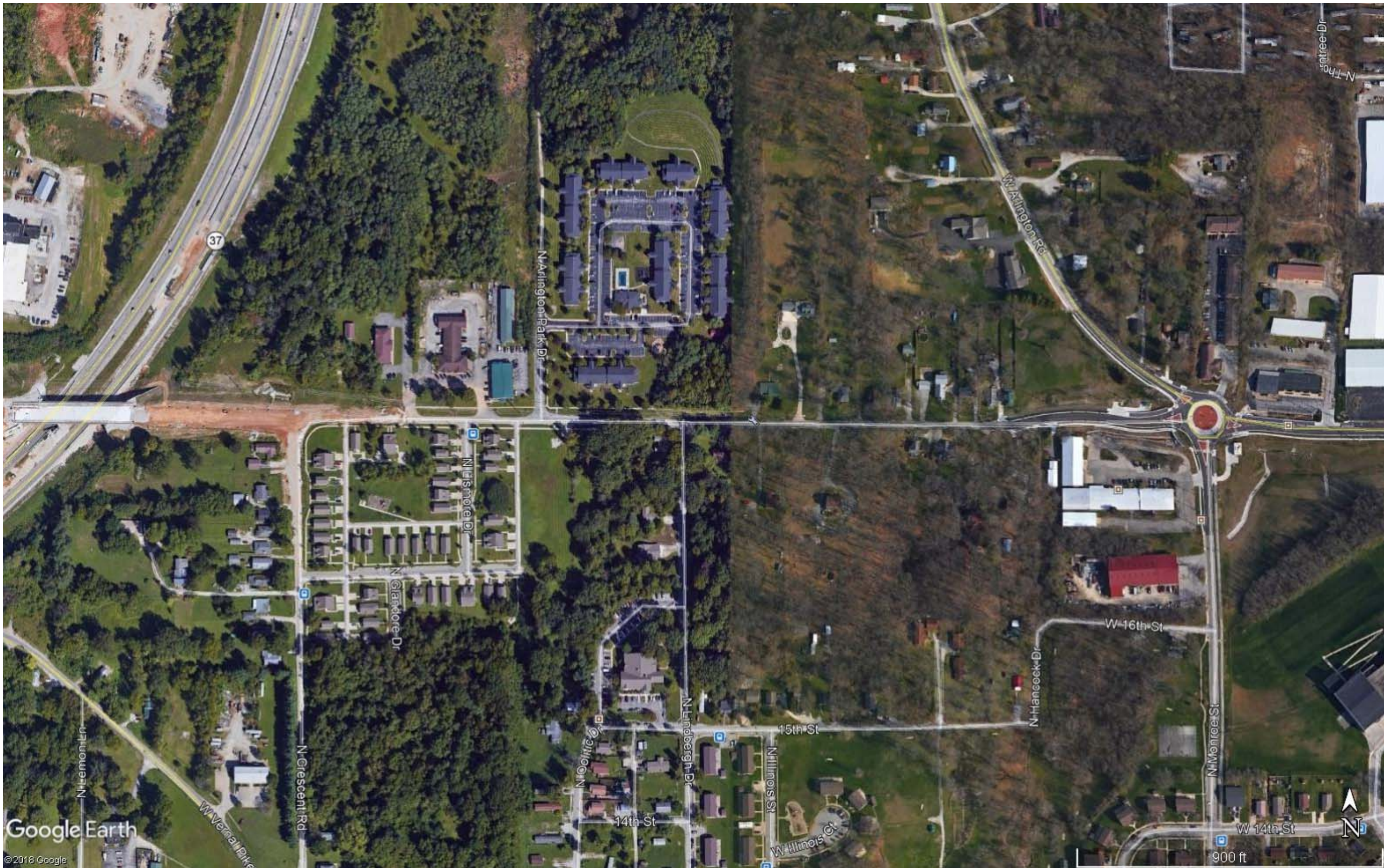
- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising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





# Duke Energy Midwest Lighting Solutions

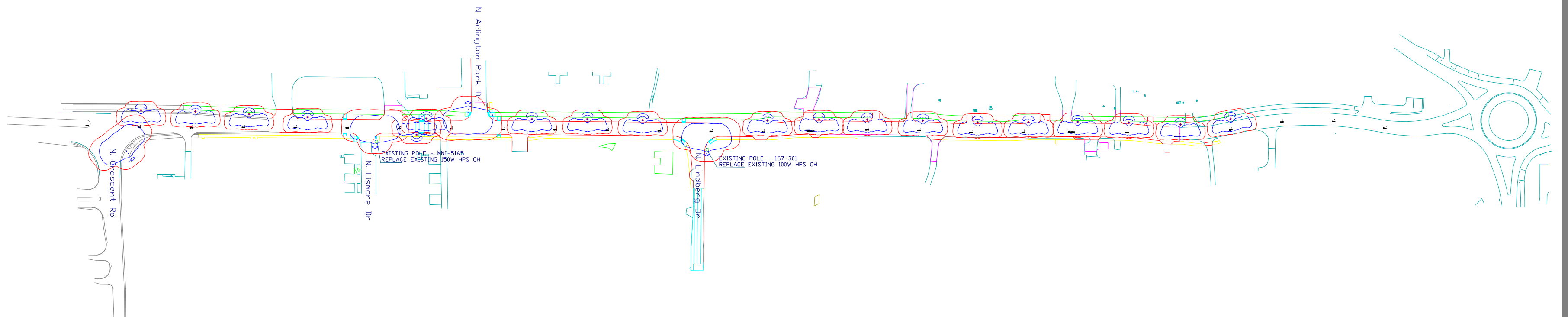
<b>Location</b>
17th Street Bloomington, IN
<b>Date</b>
12/20/2018
<b>Scale</b>
Not to Scale
<b>Drawing No.</b>
BL122018TD REV1
<b>Summary</b>
T. Dickson



## Vicinity Map 17th Street Bloomington, IN



## Duke Energy Proposed Lighting

Plan View

Photometric Design approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Photometric Design Received and Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

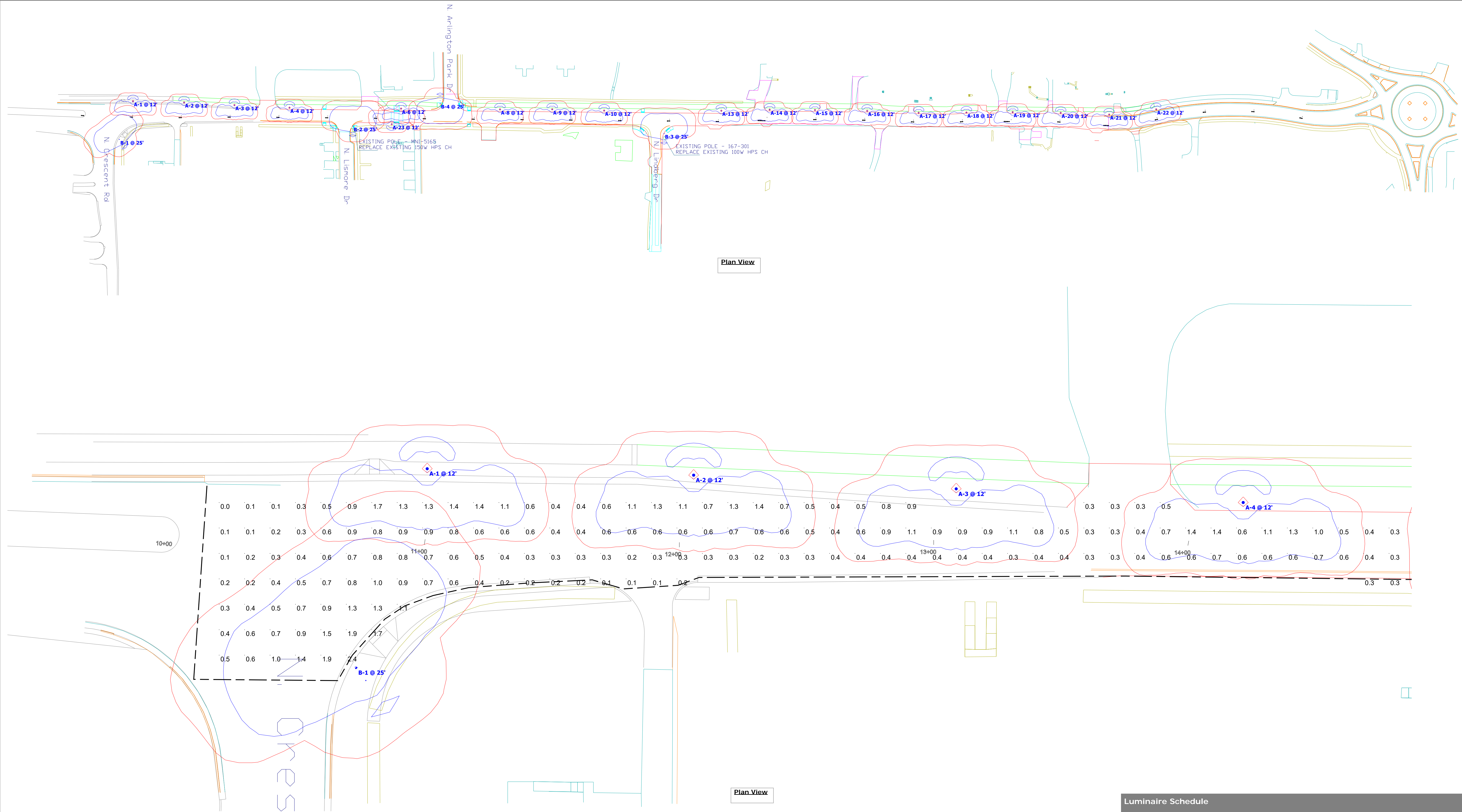
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### Lighting Design Tolerance

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Luminaire Schedule						
Symbol	Label	QTY	Description	Wattage	LLF	Mounting Height
⤴ ⊕	A	19	50W ACORN LED	59	0.9	12ft
•	B	4	70W LED Roadway - 6ft mast arm	71	0.9	25ft

Statistics						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
17th Street	+	0.7 fc	2.4 fc	0.0 fc	N/A	N/A
Raised Cross Walk	✕	1.9 fc	2.4 fc	1.4 fc	1.7:1	1.4:1

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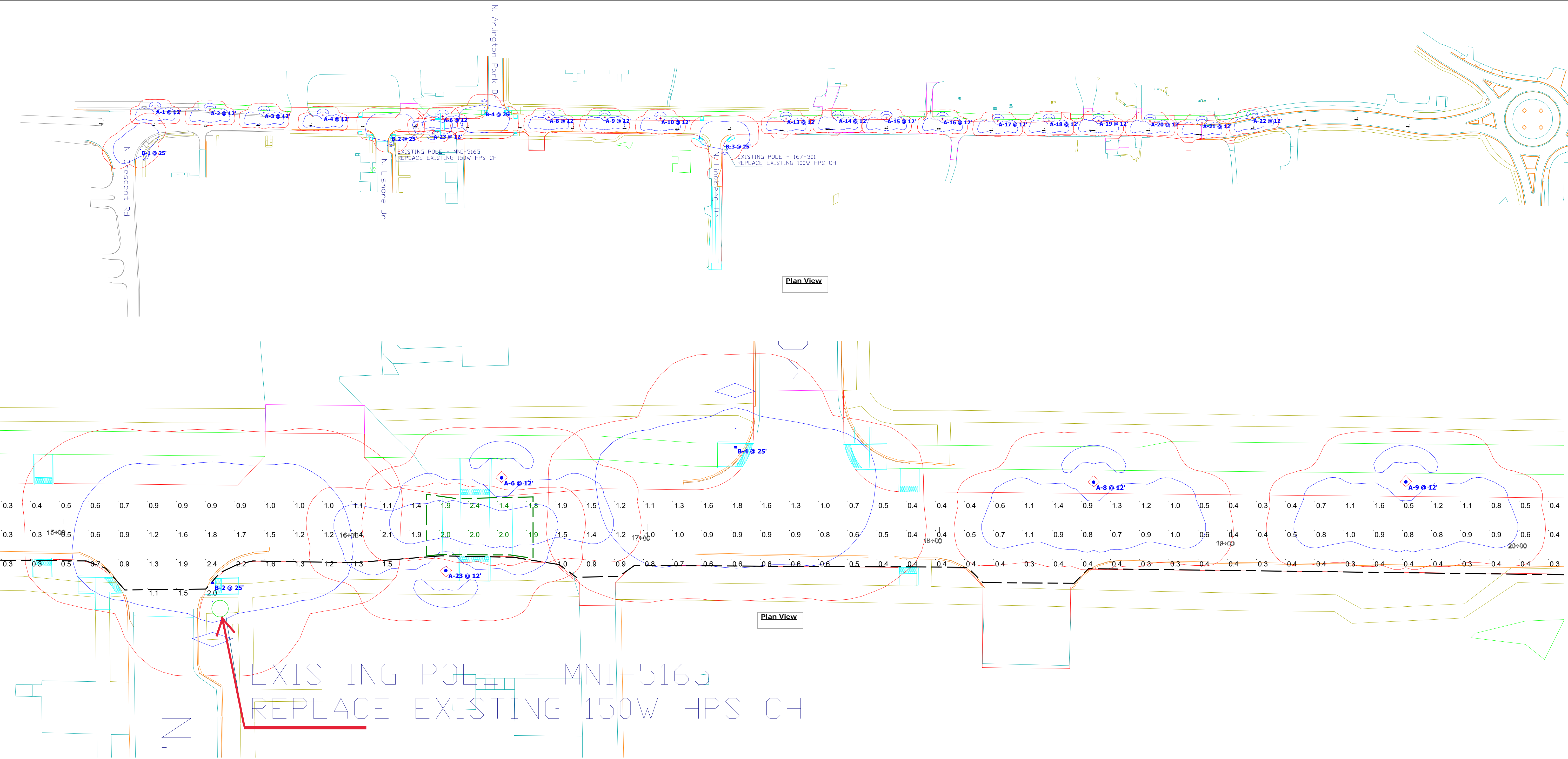
**Location**  
17th Street  
Bloomington, IN

**Date**  
12/20/2018

**Scale**  
Not to Scale

**Drawing No.**  
BL122018TD REV1

**Summary**  
T. Dickson



Plan View

Plan View

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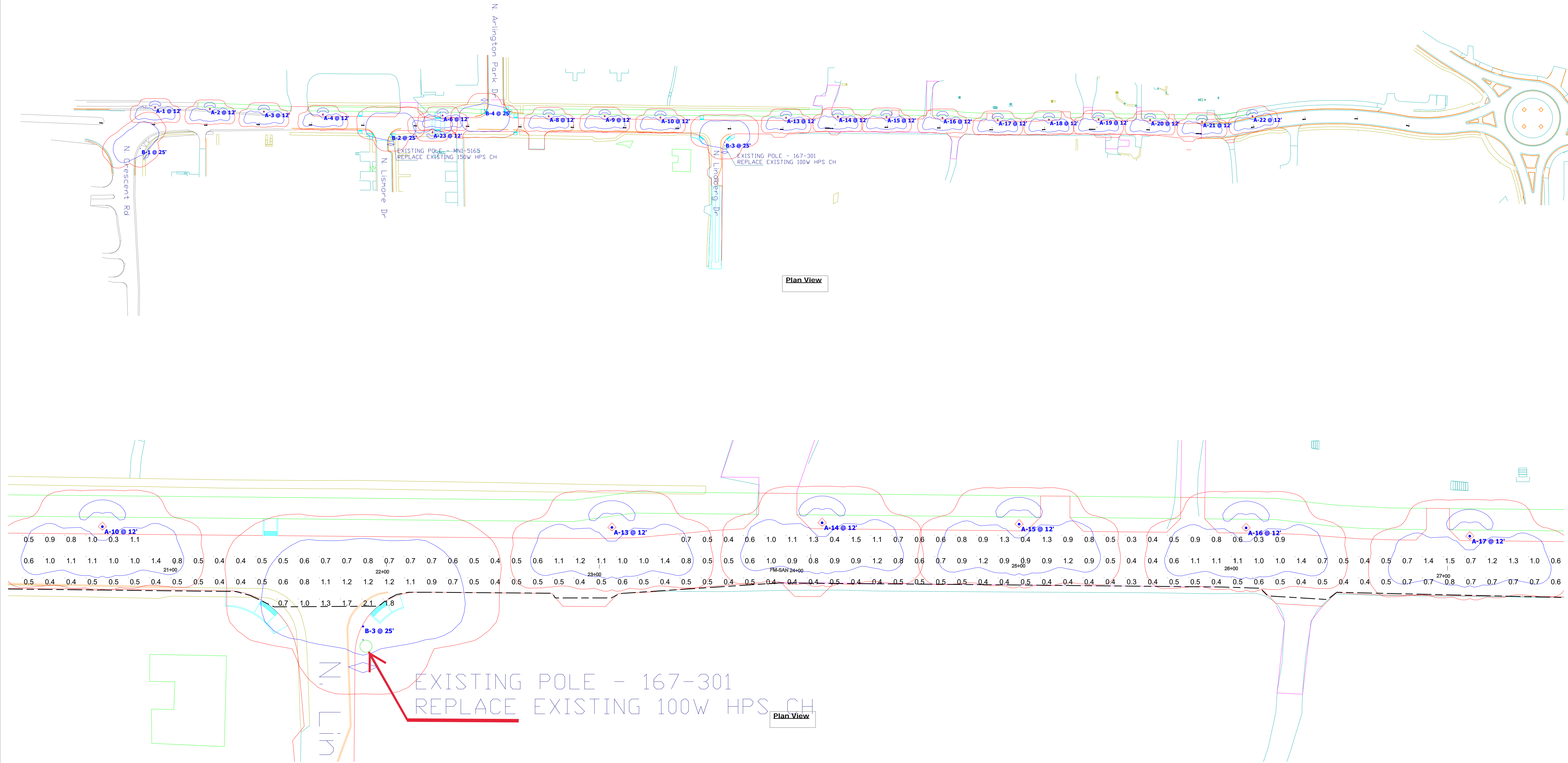
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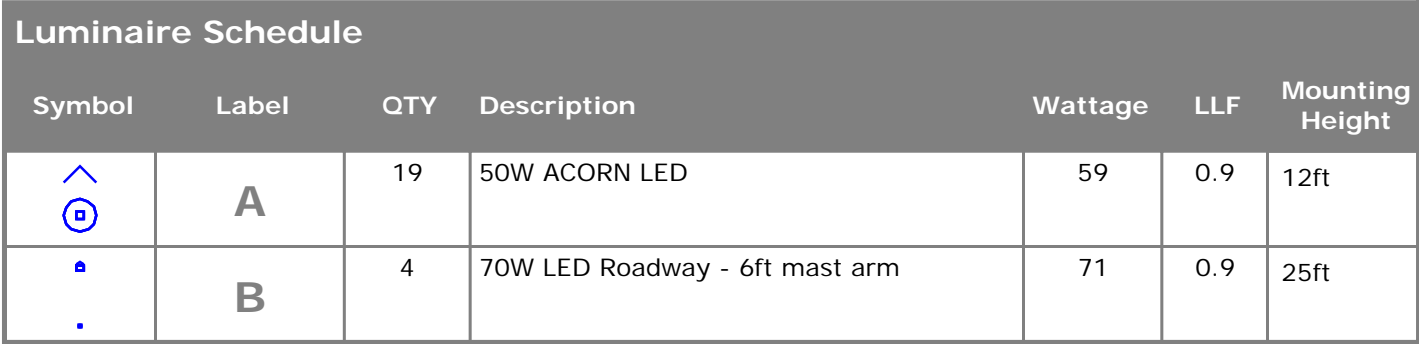
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TYPE: A

Outdoor Lighting  
Acorn LED

Light source: LED (white)  
Wattage: 50  
Lumens: 4,500

Light pattern: IESNA Type II (oval)

IESNA cutoff classification: Non-cutoff

Color temperature: 4,000K

Warm-up and restrike time: Instant on (no warm-up or restrike time)

light distribution pattern

The Acorn LED is an energy-efficient luminaire, designed with the look of a traditional favorite. This green solution will complement any neighborhood or park with its classic, elegant design.

LED (Light Emitting Diode) 50 watts

Mounting height 12', 17' (Style B pole only)

Colors Black  
Green

Poles Style A, B, C, D, E, F

Applications Neighborhoods  
Parks  
Streets  
Businesses

For additional information, visit [duke-energy.com/OutdoorLighting](http://duke-energy.com/OutdoorLighting) or call us toll free: 800.544.6900 (OH and KY) 800.521.2232 (IN)

DUKE ENERGY  
BUILDING A SMARTER ENERGY FUTURE™

TYPE: A

Outdoor Lighting  
Acorn LED

Light source: LED (white)  
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Lumens: 4,500

Light pattern: IESNA Type II (oval)

IESNA cutoff classification: Non-cutoff

Color temperature: 4,000K

Warm-up and restrike time: Instant on (no warm-up or restrike time)

light distribution pattern

Pole available:

Name	Mounting height	Color
Aluminum	12', 17' (Style B pole only)	Black Green

Features

Little to no upfront capital cost	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance included	Eliminates high and unexpected repair bills
Electricity included	Less expensive than metered service
Warranty included	Worry-free
One low monthly cost on your electric bill	Convenience and savings for you
Turnkey operation	Provides hassle-free installation and service
Backed by over 125 years of experience	A name you can trust today ... and tomorrow

For additional information, visit [duke-energy.com/OutdoorLighting](http://duke-energy.com/OutdoorLighting) or call us toll free: 800.544.6900 (OH and KY) 800.521.2232 (IN)

DUKE ENERGY  
BUILDING A SMARTER ENERGY FUTURE™

TYPE: B

Outdoor Lighting  
Roadway LED

Light source: LED (white)  
Wattage: 50 | 70 | 110 | 150 | 220 | 280  
Lumens: 4,500 | 6,500 | 9,500 | 12,500 | 18,500 | 24,000

Light pattern: IESNA Type III (oval)

IESNA cutoff classification: Full cutoff

Color temperature: 4,000K

Warm-up and restrike time: Instant on (no warm-up or restrike time)

light distribution pattern

The Roadway LED is a green solution and great fit for streets, roads, long, narrow areas and parking lots. This energy-efficient luminaire delivers the light where it is needed while increasing visibility and reducing spill light to adjoining properties. Choose low to medium light output on wood or fiberglass poles (or mount on an existing pole). Available with one to four fixtures per pole, depending on the fixture/pole combination selected.

LED (Light Emitting Diode) 50 | 70 | 110 | 150 | 220 | 280 watts

Mounting heights 15', 20', 25', 30', 35'

Colors Bronze  
Black  
Gray  
Green

Poles Style A  
Wood

Applications Neighborhoods  
Parks  
Streets  
Parking lots  
Businesses

For additional information, visit [duke-energy.com/OutdoorLighting](http://duke-energy.com/OutdoorLighting) or call us toll free: 800.544.6900 (OH and KY) 800.521.2232 (IN)

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BUILDING A SMARTER ENERGY FUTURE™

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Outdoor Lighting  
Roadway LED

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Wattage: 50 | 70 | 110 | 150 | 220 | 280  
Lumens: 4,500 | 6,500 | 9,500 | 12,500 | 18,500 | 24,000

Light pattern: IESNA Type III (oval)

IESNA cutoff classification: Full cutoff

Color temperature: 4,000K

Warm-up and restrike time: Instant on (no warm-up or restrike time)

light distribution pattern

Poles available:



Name	Mounting height	Color
Aluminum	15', 20', 25', 30', 35'	Bronze Black Gray Green
Wood	Various	Standard

Features

Little to no upfront capital cost required	Frees up capital for other projects
Design services by lighting professionals included	Meets industry standards and lighting ordinances
Maintenance included	Eliminates high and unexpected repair bills
Electricity included	Less expensive than metered service
Warranty included	Worry-free
One low monthly cost on your electric bill	Convenience and savings for you
Turnkey operation	Provides hassle-free installation and service
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DUKE ENERGY  
BUILDING A SMARTER ENERGY FUTURE™

Luminaire Schedule						
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Raised Cross Walk	X	1.9 fc	2.4 fc	1.4 fc	1.7:1	1.4:1

Iso-Illuminance Contours

☒

☐

☐

0.25

☒

☐

☐

0.5

POLE TYPE: A

Outdoor Lighting  
Poles

light distribution pattern

Style A

Round, smooth, tapered shaft available in varying heights, anchor-based or direct buried

Mounting heights 12', 15', 20', 25', 30', 35'

Colors Bronze  
Black  
Gray  
Green\*\*  
White\*

Materials Aluminum  
Steel

Foundation Anchor Base (AB) or Direct Bury (DB) (Flush or Reveal\*\*)

Style B

Round, smooth, straight upper shaft with a fluted lower shaft, round base and rectangular base cover

Mounting height 12', 17'

Colors Black  
Green

Material Aluminum

Foundation AB required (Flush or Reveal\*\*)

Style C

Round, fluted, straight upper shaft with a lower round, fluted, tapered base

Mounting heights 12', 16', 25'

Colors Black  
Green

Materials Aluminum  
Steel

Foundation AB required (Flush or Reveal\*\*)

Style D

Fluted, tapered shaft with a fluted, round base

Mounting height 12', 25'

Colors Black  
Green

Materials Aluminum

Foundation AB required (Flush or Reveal\*\*)

\*Not available in all mounting heights

\*\*Flush (1-2" above final grade) or Reveal (24" + exposed above grade)

DUKE ENERGY  
BUILDING A SMARTER ENERGY FUTURE™

Photometric Design approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Photometric Design Received and Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

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**Lighting Design Tolerance**

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T. Dickson



Statistics		Symbol	Avg	Max	Min	Max/Min	Avg/Min
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### **Plan View**

MINI-8783 DB A  
50w LED Acorn

Duke Trench  
6 ALD x VG  
140'

CRESCENT

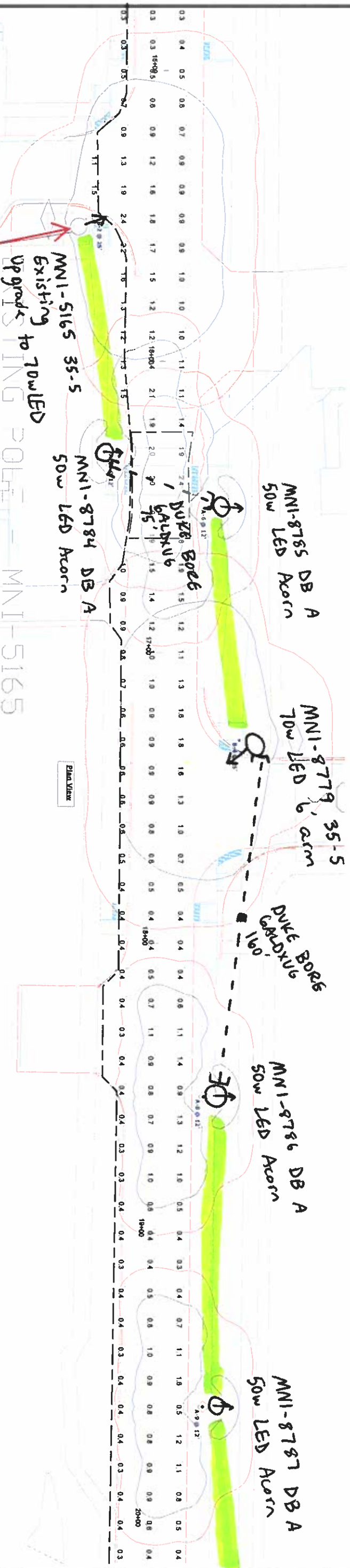
#### Photometric Design Received and Acknowledged by

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

N LISMORE DR

ARLINGTON PARK

REPLACING EXISTING 150W HPS CH



Photometric Design approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Photometric Design Received and Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

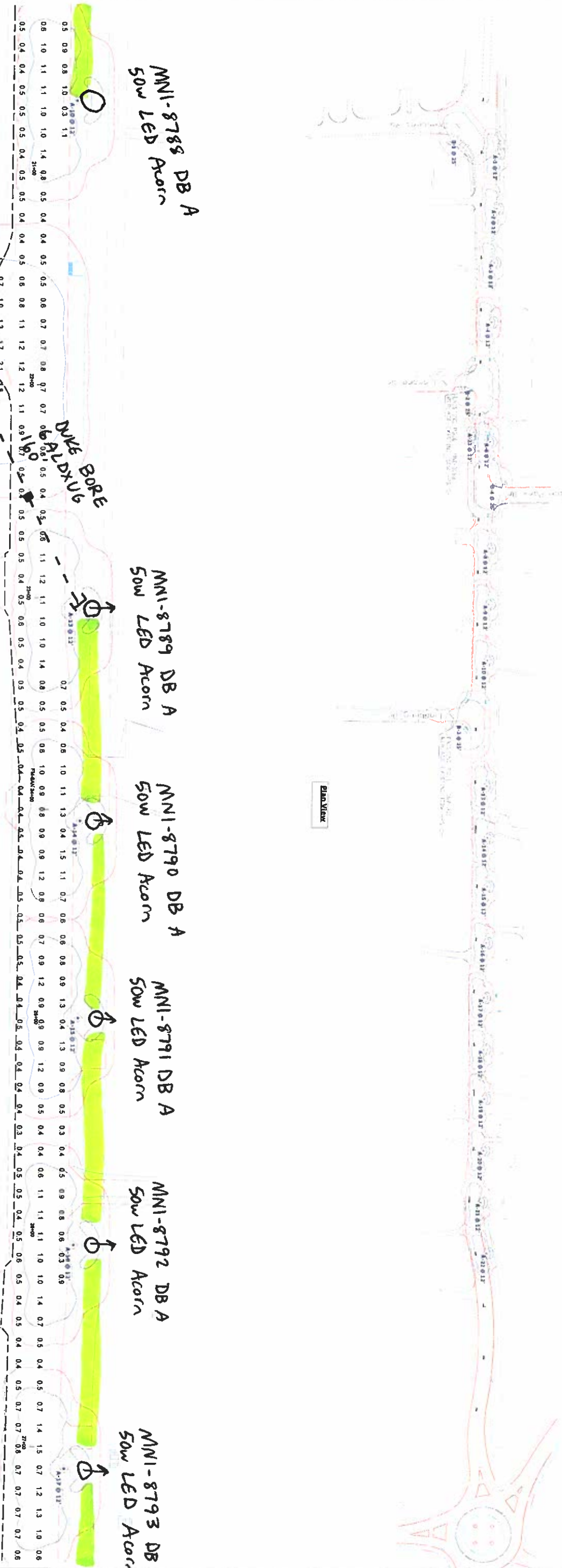
Luminaire Schedule					Wattage		LLF	Mounting Height
Symbol	Label	Qty	Description					
⊙	A	19	50W ACORN LED		59	0.9	12ft	
•	B	4	70W LED Roadway - 6ft mast arm		71	0.9	25ft	

Statistics				
Description		Symbol	Avg	Max
		+	0.7 fc	2.4 fc
Raised Cross Walk		X	1.9 fc	2.4 fc

**Lighting Design Tolerance**  
The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and ballast and luminaire manufacture will also affect results.

**Proprietary & Confidential**  
This document, together with the concepts and designs presented herein, presented as an instrument of service, is the sole property of Duke Energy, and is intended only for the specific purpose and prospective client as stated in the title block. It is not to be reproduced, copied, or used for any other purpose without the express written consent of Duke Energy. Duke Energy disclaims any liability or responsibility for any unauthorized use of or reliance on this document.





EXISTING POLE - 167-301  
REPLACE EXISTING 100W HPS CH  
Plan View

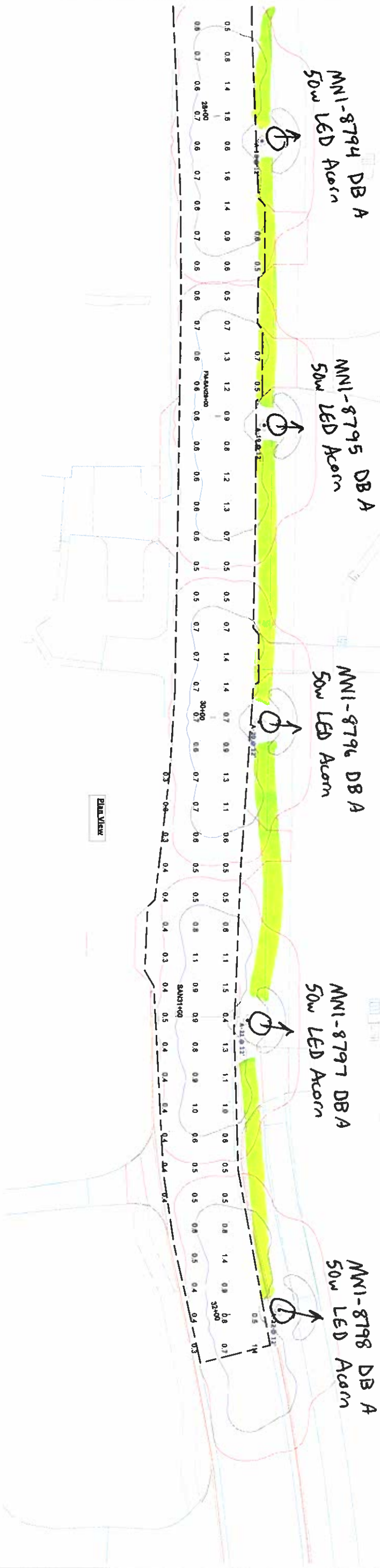
Luminaire Schedule					Wattage		LLF	Mounting Height
Symbol	Label	QTY	Description					
⊙	A	19	50W ACORN LED		59		0.8	12ft
+	B	4	70W LED Roadway - 6ft mast arm		71		0.9	25ft

Statistics				
Description	Symbol	Avg	Max	Min
17th Street	+	0.7 fc	2.4 fc	0.0 fc
Raised Cross Walk	X	1.9 fc	2.4 fc	1.4 fc

Photometric Design approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Photometric Design Received and Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

**Proprietary & Confidential**  
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**Lighting Design Tolerances**  
The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in the installation, lighted area geometry, including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Normal tolerances of voltage, lamp output, and luminaire manufacture will also affect results.



Luminaire Schedule					Wattage		LLF		Mounting Height
Symbol	Label	Qty	Description						
	A	19	50W ACORN LED		59		0.9		12ft
	B	4	70W LED Roadway - 6ft mast arm		71		0.9		24ft

Statistics				
Description		Symbol	Avg	Max
17th Street		+	0.7 fc	2.4 fc
Raised Cross Walk		X	1.9 fc	2.4 fc

Location  
17th Street  
Bloomington, IN  
Date  
12/20/2018  
Scale  
Not to Scale  
Drawing No.  
BLJ22018TD REV1  
T-000000

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Photometric Design approved by: \_\_\_\_\_ Date: \_\_\_\_\_  
Photometric Design Received and Acknowledged by: \_\_\_\_\_ Date: \_\_\_\_\_

**Lighting Design Tolerance**  
The calculated footcandle light levels in this lighting design are predicted values and are based on specific information that has been supplied to Duke Energy. Any inaccuracies in the supplied information, differences in luminaire installation, lighted area geometry including elevation differences, reflective properties of surrounding surfaces, obstructions (foliage or otherwise) in the lighted area, or lighting from sources other than listed in this design may produce different results from the predicted values. Tolerance of voltage, lamp output, and ballast and luminaire manufacture will also affect results.



Project Description: Reconstruction of West 17th Street between the Vernal Pike/17th Street Overpass associated with the Interstate 69 Section 5 project and the City's roundabout at the intersection of 17th Street and Arlington Road, in Section 29, T-9-N, R-1-W & Section 32, T-9-N, R-1-W, Bloomington Township, Monroe County Indiana

A map showing the project location. A large, light blue shaded area represents the project site, which is bounded by W 17th St to the north and N Lincoln St to the east. The map includes labels for 'W 17th ST' and 'N Lincoln St'. A black arrow points from the text 'Project location' to the intersection of W 17th St and N Lincoln St. The map also shows surrounding streets and building footprints.



## Board of Public Works Staff Report

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**Project/Event:** Mobile Vendor in right of way

**Petitioner/Representative:** Debah Nawab

**Staff Representative:** Laurel Waters

**Meeting Date:** February 5, 2019

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Debah Nawab, owner of Kebab on Wheels LLC, has applied to renew his Mobile Vendor License to operate a food truck. Any applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a food truck and sell kebabs.

This application is for February 6, 2019, to February 5, 2020.

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Staff is supportive of the request.

**Recommend** ☒ **Approval** ☐ **Denial by** Laurel Waters

**CITY OF BLOOMINGTON  
BOARD OF PUBLIC WORKS  
RESOLUTION 2019 – 10**

**Mobile Vendor in Public Right of Way  
Debah Nawab dba Kebab on Wheels LLC**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise the streets, alleys, sewers, public grounds, and other property of the City of Bloomington (“City”); and

WHEREAS, Debah Nawab dba Kebab on Wheels LLC (“Vendor”) intends to seek renewal of Mobile Vendor License under Bloomington Municipal Code 4.28; and

WHEREAS, the issuance of a Mobile Vendor License under Bloomington Municipal Code 4.28 requires Vendor to submit a variety of documentation to the City—set forth at Bloomington Municipal Code 4.28.050—including an independent safety inspection, an open burn permit issued by the City of Bloomington Fire Department, and all applicable permits required by the Monroe County Health Department; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.28.160 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.28.090; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.28.010, which includes public on-street parking, on a temporary and transient basis for the purpose of selling food via a mobile kitchen and food truck;

WHEREAS, under the Bloomington Municipal Code, approval to use public on-street parking and sidewalks is provided by the Board of Public Works via resolution;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS THAT:**

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on February 6, 2019, and ending on February 5, 2020.

2. For the avoidance of doubt, this Resolution is not the Business License referenced by Chapter 4.28 of the Bloomington Municipal Code. Thus, Vendor must ensure that all necessary documentation has been submitted to the City of Bloomington Controller and that the Business License has been issued by the City of Bloomington Controller before utilizing the permission to use on-street public parking and sidewalks granted in the paragraph above. Operating a mobile vendor without a business license is a violation of Bloomington Municipal Code 4.28.180(a)(1), and would subject Vendor to a fine of \$2,500 for the first offense.

3. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.28 of the Bloomington Municipal Code—attach to this approval:

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.



- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.
- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:
  - 1) City of Bloomington Farmers' Market;
  - 2) City of Bloomington Holiday Market;
  - 3) The Taste of Bloomington;
  - 4) Lotus World Music and Arts Festival;
  - 5) The Fourth Street Festival;
  - 6) Arts Fair on the Square;
  - 7) Strawberry Festival;
  - 8) Canopy of Lights;
  - 9) Fourth of July Parade; and
  - 10) Any other special events approved by the City Controller.

**ADOPTED THIS 5th DAY OF FEBRUARY, 2019.**

**BOARD OF PUBLIC WORKS:**

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

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

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

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2019 – 10** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

\_\_\_\_\_  
Debah Nawab, Kebab on Wheels LLC

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



CITY OF BLOOMINGTON

## MOBILE VENDOR LICENSE APPLICATION

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

### 1. License Length and Fee Application

Length of License:	<input type="checkbox"/> 24 Hours	<input type="checkbox"/> 3 Days	<input type="checkbox"/> 7 Days	<input type="checkbox"/> 30 Days	<input type="checkbox"/> 3 Months	<input type="checkbox"/> 6 Months	<input checked="" type="checkbox"/> 1 Year
License Fee:	\$25	\$30	\$50	\$75	\$150	\$200	\$350

### 2. Applicant Information

Name:	Debah Nawab		
Title/Position:	Owner		
Date of Birth:	12/10/2019		
Address:	4748 E. Donington Drive		
City, State, Zip:	Bloomington, IN, 47401		
E-Mail Address:	dnawab13@yahoo.com		
Phone Number:		Mobile Phone:	812-272-1131

### 3. Indiana Contact Information (For non-residents only)

If applicant is not a resident of Indiana, they must designate a resident to serve as a contact.			
Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

#### 4. Company Information

Name of Employer:	Kebab on Wheels				
Address of Employer:	4748 E. Donington Dr.				
City, State, Zip:	Bloomington, IN, 47401				
Employment Start Date:			End Date (If known):		
Phone Number:	812-272-1131				
Website / Email:					
Company is a:	<input type="checkbox"/> Limited Liability Corporation (LLC)	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

#### 5. Company Officer Information

Provide the names and addresses of all principal officers, partners, trustees, owners or other persons with controlling interests in the company.

Name	Address
Debab Nawab	4748 E. Donington Dr

#### 6. Company Incorporation Information (For Corporations and LLCs Only)

Date of incorporation or organization:	
State of incorporation or organization:	
(If Not Indiana) Date qualified to transact business in state of Indiana:	

**7. Description of product or service to be sold and any equipment to be used**

Planned hours of operation:	6pm - 4am
Place or places where you will conduct business (If private property, attach written permission from property owner):	North Walnut St Bloomington IN
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

**8. You are required to secure, attach, and submit the following:**

<input type="checkbox"/>	A copy of the Indiana registration for the vehicle <i>Q expir</i>
<input checked="" type="checkbox"/>	Copy of a valid driver's license
<input type="checkbox"/>	Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license <i>Q</i>
<input checked="" type="checkbox"/>	Proof of an independent safety inspection of all vehicles to be used in the business
<input checked="" type="checkbox"/>	Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code: <ul style="list-style-type: none"> <li>• Personal Injury: \$100,000.00 per occurrence and \$300,000 in the aggregate</li> <li>• Property Damage: \$25,000.00 per occurrence and \$50,000.00 in the aggregate <i>10</i></li> </ul>
<input checked="" type="checkbox"/>	Release of liability wherein the Applicant agrees to indemnify and hold harmless the City of Bloomington for losses or expenses arising out of the operation of his/her business.
<input checked="" type="checkbox"/>	A copy of the business's registration with the Indiana Secretary of State.
<input checked="" type="checkbox"/>	A copy of the Employer ID number
<input checked="" type="checkbox"/>	A signed copy of the Prohibited Location Agreement
<input checked="" type="checkbox"/>	A signed copy of the Standards of Conduct Agreement
<input type="checkbox"/>	Fire inspection (if required)
<input checked="" type="checkbox"/>	Picture of truck or trailer
<input checked="" type="checkbox"/>	Copy of all applicable permits required by the Monroe County Health Department, including but not limited to a Food Service Establishment License or a Certified Food Handler <i>Q</i>

**For City Of Bloomington Use Only**

Date Received:	Received By:	Date Approved:	Approved By:
----------------	--------------	----------------	--------------



# INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 11	AGE 11	ISSUE DATE 01/29/2019	PUR DATE 10/08/2016	COUNTY 53 - MONROE	TP R	PL YR 19	PLATE 394RI	PL TP PA	WEIGHT	PR YR 18	LS N	TYPE PA	PRIOR YR PL 394RI
EXPIRATION DATE 8/21/2020		MUNICIPALITY NONE OF THE ABOVE		VEHICLE YEAR 2008	MAKE FOR	MODEL ECO	VEHICLE IDENTIFICATION NUMBER 1FCKE39L28DB07273			TYPE TK	COLOR WHI/		
CURRENT YEAR TAX	VEH EX TAX 21.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 21.00	CO. WHEEL/EX TAX 25.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 36.35		ADMIN FEE 0.00	TOTAL 82.35			
PRIOR YEAR TAX	VEH EX TAX 0.00	EX CREDIT 0.00	DAV CREDIT 0.00	NET EX TAX 0.00	CO. WHEEL/EX TAX 0.00	MUN. WHEEL/EX TAX 0.00	STATE REG FEE 0.00		ADMIN FEE 0.00	TOTAL 0.00			
REGISTRATION LICENSE TYPE PASSENGER - NEW PLATE TYPE													

C  
YM

## IMPORTANT REGISTRATION INFORMATION

The registrant acknowledges that the information provided on the front of this form is correct. The registrant understands that proof of financial responsibility (insurance) for this vehicle will be continuously maintained during the registration period. Additional taxes and/or fees may be due if an error or an adjustment to the amount due is made.

CUSTOMER COPY

# CITY OF BLOOMINGTON

## MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pomps Tire  
INSPECTOR'S NAME Roscoe L. Knight INSPECTOR'S PHONE # 812-336-6302  
DATE OF INSPECTION 1-23-19  
TAXICAB COMPANY Kebab On Wheels  
VEHICLE YEAR 08 MAKE Ford MODEL E-350  
VIN 1FCKE39L28DBO7273

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
FLASHERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
REFLECTORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HORN	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
WINDSHIELD WIPERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MIRRORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
SEATBELTS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BUMPER HEIGHT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
ALL WINDOWS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
MUFFLER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
TIRES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
BRAKES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
DOORS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
GENERAL CONDITION OF VEHICLE	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Attach this completed Inspection Sheet with your permit or renewal application  
and remit to:

City of Bloomington  
Department of Economic and Sustainable Development  
401 N. Morton St.  
Bloomington, Indiana 47404  
812-349-3419

Additional Comments by Inspector: \_\_\_\_\_

Inspector Signature \_\_\_\_\_

Rosa Knight

Date:

1-23-19

**Attach this completed Inspection Sheet with your permit or renewal application  
and remit to:**

**City of Bloomington  
Department of Economic and Sustainable Development  
401 N. Morton St.  
Bloomington, Indiana 47404  
812-349-3419**






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/01/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Denise Catalano-Dyche State Farm 200 N Sale St Ellettsville, IN 47429 License #418197	<b>CONTACT NAME:</b> Denise Catalano-Dyche <b>PHONE (A/C, No, Ext):</b> 812-935-5433 <b>E-MAIL ADDRESS:</b> denise.catalano-dyche.w3zs@statefarm.com	<b>FAX (A/C, No):</b> 812-378-1591	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm Fire and Casualty Company <b>INSURER B:</b> State Farm Mutual Automobile Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>		<b>NAIC #</b> 25143 25178    
<b>INSURED</b> Kabob on Wheels, LLC 4748 E Donington Dr Bloomington, IN 47401			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	94-CY-E572-7F	08/23/2018	08/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
<input type="checkbox"/>	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	456 0352-C26-14	09/26/2018	03/26/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ 250,000 BODILY INJURY (Per accident) \$ 500,000 PROPERTY DAMAGE (Per accident) \$ 100,000 \$
<input type="checkbox"/>	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
<input type="checkbox"/>	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington PO Box 100 Bloomington, IN 47402	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	---

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**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

**RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT**

The undersigned, in consideration for the issuance of a license by the City of Bloomington Controller, agrees to the following:

1. The undersigned, in exchange for the issuance of a license by the City of Bloomington Controller, agrees to release, hold harmless, and forever indemnify the City of Bloomington and any and all City employees, officers, and agents from any claim or claims which may arise out of any incident connected with or in any way related to his/her issuance of a license by the City of Bloomington or his/her operation of a business which was licensed by the City of Bloomington. This includes claims for personal injury, death, property damage, and/or any other type of harm or injury.
2. The undersigned shall, and hereby does, indemnify, defend, and hold harmless the City of Bloomington and any and all City employees, officers, and agents from and against any and all actions, costs, claims, suits, losses, expenses or damages, including but not limited to attorneys' fees and court costs, arising out of the undersigned's operation of a business which has been licensed by the City of Bloomington.
3. The undersigned understands this release binds him/herself, his/her spouse, and all heirs, executors, partners, co-owners and administrators of those individuals.

The undersigned acknowledges that he/she has read this release and understands all of its terms. The undersigned signs this release voluntarily and with full knowledge of its significance.

Debah Nawab  
Name, Printed

Debah Nawab  
Signature

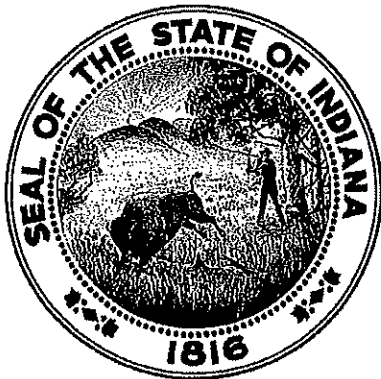
1/5/19  
Date Release Signed

**State of Indiana  
Office of the Secretary of State**

**Certificate of Organization  
of  
KEBAB ON WHEELS LLC**

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, December 01, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 30, 2016

*Connie Lawson*

CONNIE LAWSON  
SECRETARY OF STATE

201612011168901 / 7447884

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

**IRS** DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

001890.717524.46756.7122 1 MB 0.419 850



KEBAB ON WHEELS LLC  
DEBAH NAWAB SOLE MBR  
4748 E DONINGTON DR  
BLOOMINGTON IN 47401

Date of this notice: 12-05-2016

Employer Identification Number:  
81-4549861

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 81-4549861. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	01/31/2017
Form 940	01/31/2017

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.



001890

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Prohibited Location Agreement**

Bloomington Municipal Code Section 4.28.140 prohibits Mobile Vendor Units from operating in certain locations. This Agreement provides for all of the prohibited locations. Two maps are also attached to this Agreement. All signatories to this Agreement are required to review not only this Agreement, but also the attached maps prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not operate my mobile vendor unit in a manner that would violate any of the below-listed location restrictions:

- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a ground level establishment that also sells food or beverages, or operate within fifty feet of the perimeter of such an establishment's outdoor seating area, regardless of whether or not the mobile food vendor unit is currently conducting business. The distance restriction only applies from one hour before the opening time to an hour after the closing time posted by a ground level establishment on the facade of its building.
- € No mobile food vendor unit shall locate in an alleyway.
- € Mobile food vendor units shall be located a reasonable distance from all posted bus stops, crosswalks, driveways, alleyways, right-of-way lines of two or more intersecting streets and building entrances or walk-up windows.
- € Mobile food vendor units shall only be located on private property if the private property owner has provided both the business operator and the City written permission for the mobile food vendor unit to locate on said property.
- € No mobile food vendor unit shall locate within a one block radius of a Special Event unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works.
- € No mobile food vendor unit shall park on City property in violation of any City parking regulation, restriction, or ordinance. For example, if parking at one, or multiple, parking meters, the operator of the mobile food vendor unit shall feed all relevant parking meters with the required monetary amount.
- € No mobile food vendor unit shall be located in a manner which would significantly impede or prevent the use of any City of Bloomington property, or which would endanger the safety or property of the public.
- € No mobile food vendor unit shall be located within fifteen feet of any fire hydrant.

- € No mobile food vendor shall locate within any zoning district except the following: Commercial General; Commercial Arterial; Commercial Downtown; Industrial General; Business Park; and Institutional.
- € No mobile food vendor operating on private property shall displace required parking or landscaping nor block any drives, parking access aisles, fire lanes, sidewalks, or accessible routes required for the private parking by the City's zoning code.
- € No mobile food vendor unit shall be located more than one foot away from the curb of the street on which it is parked.
- € No mobile food vendor unit shall park near an intersection and in a manner that blocks the line-of-sight of drivers using adjacent roadways.

**I, the undersigned, understand that if I locate my mobile vendor unit in any of the above-described prohibited locations or manner that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

**Vendor:**

Name: Debah Nawab

Signature: Debah Nawab

Date: 1/5/19

**John Hamilton**

**Mayor**

**CITY OF BLOOMINGTON**

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

### **Standard of Conduct Agreement**

Bloomington Municipal Code Section 4.28.160 provides Standards of Conduct for all Mobile Vendor Units. This Agreement provides a list of said Standards of Conduct. All signatories to this Agreement are required to review this Agreement prior to signing this Agreement.

As a licensed Mobile Vendor Unit, I understand and agree that I cannot and will not conduct business in a manner that would violate any of the Standards of Conduct noted below:

- € Mobile food vendor unit operators shall conduct themselves at all times in an orderly and lawful manner, and shall not make, or cause to be made, any unreasonable noise of such volume as to be in violation of the City of Bloomington Noise Ordinance as stated in Title 14 of the Bloomington Municipal Code
- € A device may not be used which would amplify sounds nor may attention be drawn to the mobile food vendor unit by an aural means or a light-producing device (examples of such devices may include, but are not meant to be limited to the following: bull horns and strobe lights
- € No mobile food vendor unit may be permanently or temporarily affixed to any object, including but not limited to buildings, trees, telephone poles, streetlight poles, traffic signal poles or fire hydrants
- € No mobile food vendor unit may be used to advertise any product which is not authorized to be sold from that unit
- € Each mobile food vendor unit shall be limited to one sandwich board sign that meets the provisions of Section 20.05.086 of the Bloomington Municipal Code regardless of the zoning district in which it locates, provided a sign permit is obtained from the City's Planning and Transportation Department
- € No mobile food vendor unit may make use of any public or private electrical outlet while in operation
- € Each mobile food vendor unit shall protect against littering and shall have both an adequate trash receptacle and a separate receptacle for recyclable materials:
  - o The trash and recyclable receptacles shall be emptied sufficiently often to allow disposal of litter and waste by the public at any time;
  - o The trash and recyclable receptacles on the mobile food vendor unit shall not be emptied into trash or recyclable receptacles owned by the City of Bloomington;
  - o Liquid from the mobile food vendor unit shall not be discharged on or in a City sewer or drain or elsewhere on City property, nor on private property without the express written consent of the owner thereof;

- Before leaving any location each mobile food vendor unit shall first pick up, remove and dispose of all trash, refuse and/or recyclable materials, including products spilled on the ground within twenty feet of the mobile food vendor unit.
- € No mobile food vendor unit shall expose any pedestrian to any undue safety or health hazards nor shall it be maintained so as to create a public nuisance
- € Each mobile food vendor unit shall be maintained free and clear of dirt, and finishes shall not be chipped, faded or unduly marred
- € Foods or beverages which present a substantial likelihood that liquid matter or particles will drop to the street or sidewalk during the process of carrying or consuming the food or beverage shall be sold in proper containers so as to avoid falling to the street or sidewalk
- € Mobile food vendor units which utilize a grill or device that may result in a spark, flame or fire shall adhere to the following additional standards:
  - Be placed approximately 20 feet from a building or structure;
  - Provide a barrier between the grill or device and the general public;
  - The spark, flame or fire shall not exceed 12 inches in height;
  - A fire extinguisher shall be within reaching distance of the mobile food vendor unit operator at all times;
- € Mobile food vendor unit operators shall be required to obey the commands of law enforcement officers or fire officials with respect to activity carried out inside of the City's jurisdictional limits, including, where possible, the removal of the mobile food vendor unit and cessation of such sales
- € No mobile food vendor unit shall ever be left unattended
- € Mobile food vendor units shall not be stored, parked or left overnight on any City property
- € All mobile food vendor units which are food service establishments as defined by Title 10.17 of the Bloomington Municipal Code shall install an approved grease interceptor or grease trap. Foods, oils and greases shall never be discharged into the City's sewer or storm drains
- € All mobile food vendor unit operators are required to collect and pay all applicable and appropriate sales taxes
- € No mobile food vendor shall provide customer seating unless approval has been provided by the City's Board of Public Works and the City's Planning and Transportation Department
- € All mobile food vendors shall comply with the lighting standards found in Chapter 20.05 of the Bloomington Municipal Code
- € All mobile food vendors shall comply with the vision clearance standards found in Chapter 20.05 of the Bloomington Municipal Code
- € No mobile food vendor shall have a drive-thru
- € The decibels of any generator(s) associated with a mobile food vendor unit shall not exceed "70dBA".
  - Such noise measurement shall be made at a height of at least four (4) feet above the ground and at a point approximately twenty-five (25) feet away from where the



noise is being emitted on a sound level meter operated on the "A" weighting network (scale).

- No person other than the operators shall be within twenty-five (25) feet of the sound level meter during the sample period.
- Sound measurements shall be conducted at that time of day or night when the relevant noise source is emitting sound.
- The sound level measurement shall be determined as follows:
  - Calibrate the sound level meter within one (1) hour before use.
  - Set the sound level meter on the "A" weighted network at slow response.
  - Set the omnidirectional microphone in an approximately seventy degree position in a location which complies with subsections (1) and (2) herein. The operator of the sound level meter shall face the noise source and record the meter's instantaneous response.
  - Recalibrate the sound level meter after use.
- It shall be unlawful for any person to interfere, through the use of sound or otherwise, with the taking of sound level measurement.

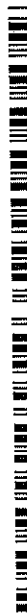
**I, the undersigned, understand that if I conduct business in violation of any the above described standards of conduct that I subject myself to fines and possible revocation of my Mobile Vendor Unit License, as so described in Chapter 4.28 of the Bloomington Municipal Code.**

**Vendor:**

Name: Debra Nancib

Signature: Debra Nancib

Date: 1/5/19



City of Bloomington  
Fire Department

Mayor John Hamilton  
Fire Chief Jason Moore

300 E 4th St  
Bloomington IN 47402

(812) 332-9763  
Fax (812) 332-9764

Food Vendor Certificate

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Date: 01/29/2019

Business Name: Kebab on Wheels

Address: 4748 E DONINGTON DR  
Bloomington, IN 47402

Phone: CELL 812-272-1131

The following permit has been issued:

Permit No. 19-0136

Type: FOOD Temporary Vender/Cooking

Issued Date: 01/29/2019

Effective Date: 01/29/2019

Expiration Date: 01/29/2020

This permit is for a food trailer/vehical operating under the above named and is good for one year from the issue date. All other city rules and ordinance must be followed in conjunction with this permit.

Please contact City of Bloomington for more information.

Inspector: Tim Clapp

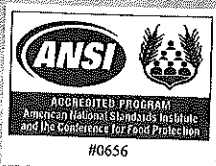


Date 01/29/2019









7680 Universal Blvd., Suite 550, Orlando, FL 32819  
(800) 446-0257 F (407) 352-3603 www.NRFSP.com  
National Registry of Food Safety Professionals®

## NATIONAL REGISTRY OF FOOD SAFETY PROFESSIONALS®

CERTIFIES

**DEBAH NAWAB**

HAS SUCCESSFULLY SATISFIED THE REQUIREMENTS FOR THE  
**FOOD SAFETY MANAGER**  
UNDER THE  
**CONFERENCE FOR FOOD PROTECTION STANDARDS**

PRESIDENT:

  
LAWRENCE J. LYNCH, CAE

ISSUE DATE: JANUARY 18, 2017

EXPIRATION DATE: JANUARY 18, 2022

CERTIFICATE NO: 21305726

TEST FORM: EXE60

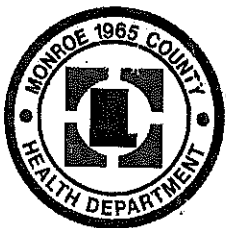
This certificate is not valid for more than five years from date of issue.

## Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



KEBOB ON WHEELS  
DEBAH NAWAB  
301 E. 3RD STREET  
BLOOMINGTON, IN 47401

**2019**

*Having complied with the rules and regulations of the Monroe County Health Department as authorized by the Indiana Administrative Code and the Board of Commissioners of Monroe County, Indiana, is hereby authorized to operate a Food Service Establishment at the above location for the calendar year.*

Issued JAN 22 2019

By Thomas W. Shaugro

**PERMIT EXPIRES FEBRUARY 29, 2020**

**This License Is Not Transferable to Any Other Individual or Location**



## Board of Public Works Staff Report

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**Project/Event:** Resolution: 2019 – 11: Public Need to Purchase Right of Way for the S Henderson St Multiuse Path Project

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

**Staff Representative:** Neil Kopper, Project Engineer

**Date:** 2/5/2019

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**Report:** This project will construct a multiuse path along the east side of Henderson Street from approximately 650 feet north of Winslow Road to Hillside Drive. The project is in the MPO TIP for preliminary engineering (\$155,801 of reimbursable federal funds) and construction (\$839,133 of federal funds). Construction is expected in 2020.

The project will require purchase of additional right of way from up to eight 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.

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**Recommendation and Supporting Justification:** Staff recommends that the Board approve Resolution: 2019 – 11: Public Need to Purchase Right of Way for the S Henderson St Multiuse Path Project.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	11/15/2016
Design Services Contract	Approved	3/21/2017
ROW Services Contract*	Approved	12/11/2018
<b>Public Need Resolution</b>	<b>Current Item</b>	<b>2/5/2019</b>
Construction Inspection Contract	Future	2019
Construction Contract	N/A**	2020

\* ROW services are a part of the design services contract.

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

**RESOLUTION 2019 – 11  
BOARD OF PUBLIC WORKS  
HENDERSON STREET MULTIUSE PATH  
RIGHT OF WAY PURCHASE**

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to construct a multiuse path from approximately 650 feet north of Winslow Road to Hillside Drive, (the “Project”) 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 30 days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1, the City is hereby authorized to commence eminent domain proceedings.

Approved this 5<sup>th</sup> day of February, 2019.

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS

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Kyla Cox Deckard

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Beth H. Hollingsworth

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Dana Palazzo

## **Attachment A**

### **AFFECTED PROPERTY OWNERS FOR PROJECT**

<u>Parcel #</u>	<u>Owner</u>	<u>Property Address</u>
Parcel 1	Monroe County Community School Corporation	1965 S. Walnut Street Bloomington, IN 47401
Parcel 2	Bayberry Homeowners Association, Inc.	E. Wylie Farm Road Bloomington, IN 47408
Parcel 3	Owners of Bayberry Condominiums	E. Wylie Farm Road Bloomington, IN 47408
Parcel 4	Summit Pointe LLC	701 E. Summit View Place Bloomington, IN 47401
Parcel 5	Blake Construction LLC	601 E. Miller Drive Bloomington, IN 47401
Parcel 6	Andrew and Nancy Szakaly	600 E. Moody Drive Bloomington, IN 47401
Parcel 7	David Herron	1775 S. Henderson Street Bloomington, IN 47401
Parcel 8	Fatih Akin	1771 S. Henderson Street Bloomington, IN 47401





## Board of Public Works Staff Report

**Project/Event:** Resolution 2019 – 12: Public Need to Purchase Right of Way for the E Rogers Rd Multiuse Path Project

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

**Staff Representative:** Neil Kopper, Project Engineer

**Date:** 2/5/2019

**Report:** This project will construct a multiuse path along the north side of Rogers Road from High Street to The Stands Drive. The project is in the MPO TIP for preliminary engineering (\$60,000 of reimbursable federal funds) and construction (\$548,000 of federal funds). Construction is expected in 2020.

The project will require purchase of additional right of way from up to two 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 2019 – 12: Public Need to Purchase Right of Way for the E Rogers Rd Multiuse Path Project.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	11/15/2016
Design Services Contract	Approved	3/21/2017
ROW Services Contract*	Approved	12/11/2018
<b>Public Need Resolution</b>	<b>Current Item</b>	<b>2/5/2019</b>
Construction Inspection Contract	Future	2019
Construction Contract	N/A**	2020

\* ROW services are a part of the design services contract.

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

**RESOLUTION 2019 – 12**  
**BOARD OF PUBLIC WORKS**  
**ROGERS ROAD MULTIUSE PATH**  
**RIGHT OF WAY PURCHASE**

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to construct a multiuse path along the north side of Rogers Road from High Street to The Stands Drive, (the “Project”) 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 30 days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1, the City is hereby authorized to commence eminent domain proceedings.

Approved this 5<sup>th</sup> day of February, 2019.

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS

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Kyla Cox Deckard

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Beth H. Hollingsworth

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Dana Palazzo

## Attachment A

### AFFECTED PROPERTY OWNERS FOR PROJECT

<u>Parcel #</u>	<u>Owner</u>	<u>Property Address</u>
Parcel 1	The Owners of the Lots of the Woodlands	E. Winding Brook Circle Bloomington, IN 47401
Parcel 2	Roger Daniel Dake; Roger & Irene Dake	2455 E. Rogers Road Bloomington, IN 47401



## Board of Public Works Staff Report

**Project/Event:** Resolution 2019 – 13: Public Need to Purchase Right of Way for the E Winslow Rd Multiuse Path Project

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

**Staff Representative:** Neil Kopper, Project Engineer

**Date:** 2/5/2019

**Report:** This project will construct a multiuse path along the north side of Winslow Road from Henderson Street to Highland Avenue. The project is in the MPO TIP for preliminary engineering (\$120,000 of reimbursable federal funds) and construction (\$670,000 of federal funds). Construction is expected in 2020.

The project will require purchase of additional right of way from up to seven 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 2019 – 13: Public Need to Purchase Right of Way for the E Winslow Rd Multiuse Path Project.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	11/15/2016
Design Services Contract	Approved	3/21/2017
ROW Services Contract*	Approved	12/11/2018
<b>Public Need Resolution</b>	<b>Current Item</b>	<b>2/5/2019</b>
Construction Inspection Contract	Future	2019
Construction Contract	N/A**	2020

\* ROW services are a part of the design services contract.

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

**RESOLUTION 2019 – 13**  
**BOARD OF PUBLIC WORKS**  
**WINSLOW ROAD MULTIUSE PATH**  
**RIGHT OF WAY PURCHASE**

WHEREAS, the City of Bloomington through its Board of Public Works (“City”) intends to construct a multiuse path along the north side of Winslow Road from Henderson Street to Highland Avenue, (the “Project”) 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 30 days after the issuance of a formal offer to purchase, as provided in Indiana Code 32-24-1, the City is hereby authorized to commence eminent domain proceedings.

Approved this 5<sup>th</sup> day of February, 2019.

CITY OF BLOOMINGTON, INDIANA  
BOARD OF PUBLIC WORKS

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Kyla Cox Deckard

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Beth H. Hollingsworth

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Dana Palazzo

## **Attachment A**

### **AFFECTED PROPERTY OWNERS FOR PROJECT**

<u>Parcel #</u>	<u>Owner</u>	<u>Property Address</u>
Parcel 1	The Peoples State Bank	301 E. Winslow Road Bloomington, IN 47401
Parcel 2	Indian University Credit Union	365 E. Winslow Road Bloomington, IN 47401
Parcel 3	Sy Henderson Court Investors LP	2475 E. Winslow Road Bloomington, IN 47401
Parcel 4	Richard D. & Rebecca Stuart	765 E. Winslow Road Bloomington, IN 47401
Parcel 5	Acadia Court Apartments of Bloomington, LLC	3008 S. Acadia Court Bloomington, IN 47401
Parcel 6	Sarah L. Nelson	803 E. Winslow Road Bloomington, IN 47401
Parcel 7	Roger A. Stuart	845 E. Winslow Road Bloomington, IN 47401



## Board of Public Works Staff Report

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**Project/Event:** Street Naming Event

**Petitioner/Representative:** Middle Way House

**Staff Representative:** Sean M. Starowitz

**Meeting Date:** February 5, 2019

**Event Date:** March 8, 2019

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This request is for street closure for Washington Street between East Third Street and East Smith Avenue, use of parking spaces, and noise waiver for the Middle Way House Street Naming Ceremony on Friday, March 8, 2019 from 4pm to 6pm to allow for set up and tear down with the event running from 5pm to 6pm. Middle Way House is also asking for Four (4) parking spots on the northwest end of Lincoln Street. This is a collaboration with Community Family Resource Department, Office of the Mayor and Middle Way House.

Attached are maps detailing the road closure and set up.

**Staff recommends approval of the request.**

**BOARD OF PUBLIC WORKS  
RESOLUTION 2019 – 14**

**MIDDLE WAY HOUSE - STREET NAMING CEREMONY**

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

WHEREAS, the Middle Way House (hereinafter “MWH”) is desirous of closing Washington Street from Third Street to E. Smith Avenue between the hours of 4pm and 6pm on Friday, March 8, 2019 for a Street Naming Ceremony as well as four (4) parking spots on the northwest side of Lincoln Street.

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

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

1. The City declares that the MWH may close Washington Street between East Third Street and East Smith Avenue on Friday, March 8, 2019 for a special event for the general public.
2. MWH shall post "No Parking" signs on parking spaces at least 24 hours in advance of the closing of the parking spaces. Temporary “No Parking” signs may be obtained from the City’s Department of Public Works.
3. MWH shall be responsible for developing a Maintenance of Traffic Plan to be approved by the Planning and Transportation Department. MWH shall obtain and place at its own expense barricades and signage required by the Traffic Plan. MWH shall not close the streets until 4pm on Friday, March 8, 2019 and shall remove barricades and signage by 6pm on Friday, March 8, 2019.
4. MWH shall be responsible for notifying the general public, public transit and public safety agencies of the street closing by notice at least 48 hours in advance.
5. MWH will be responsible for removing all trash, picking up litter and removing any “No Parking” signs posted as part of the event. Cleanup shall be completed by 6pm. on Friday, March 8, 2019.
6. The Board of Public Works herein declares the above-described and approved event to be a Special Event for purposes of Chapters 4.16, 4.28, and 4.30 of the Bloomington Municipal Code.
7. By granting permission to utilize City property to facilitate this activity, the City also waives the City Noise Ordinance in accordance with Section 14.09.070 of the Bloomington Municipal Code, and therefore amplified sound and music may be played during the hours of the event.
8. MWH shall be responsible for obtaining any and all required permits as well as being responsible for all legal and financial expenditures.



9. In consideration for the use of the City's property and to the fullest extent permitted by law, MWH , for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby indemnify and hold harmless the City of Bloomington, the Board, and the offices, agents and employees of the City and the Board from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") which may occur as a result of the use of said property, including, but not limited to, any claim or claims brought by third parties, whether or not sounding in tort or contract.
10. \_\_\_\_\_, by signing this agreement, represents that he/she has been fully empowered by proper action of the entity to enter into the agreement and has authority to do so.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BOARD OF PUBLIC WORKS:

MIDDLE WAY HOUSE:

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Position

Feb 5



CITY OF BLOOMINGTON

## SPECIAL EVENT APPLICATION

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

### 1. Applicant Information

Contact Name:	Erin Hollinden		
Contact Phone:	812-333-7404	Mobile Phone:	812-320-8607
Title/Position:	Events Coordinator		
Organization:	Middle Way House		
Address:	338 S Washington Sr		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	events@middlewayhouse.org		
Organization E-Mail and URL:	events@middlewayhouse.org		
Org Phone No:	812-333-7404	Fax No:	

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

Organization Name:	Primally Inspired Eats		
Address:			
City, State, Zip:			
Contact E-Mail Address:	primallyinspredeats@gmail.com		
Phone Number:	812-361-9971	Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	



**JOHN HAMILTON  
MAYOR**

**CITY OF BLOOMINGTON**

401 N Morton St Suite 150  
PO Box 100  
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS  
DEPARTMENT OF ECONOMIC  
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418  
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance.

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington  
Department of Economic and Sustainable Development

### 3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival Block Party <input type="checkbox"/> Parade <input checked="" type="checkbox"/> <b>Other</b> (Explain below in Description of Event)		
Date(s) of Event:	March 8, 2019		
Time of Event:	Date: March 8, 2019	Start: 5:00 pm	End: 6:00 pm
Setup/Teardown time Needed	Date: March 8, 2019	Start: 4:00 pm	End: 6:00 pm
Calendar Day of Week:	Friday		
Description of Event:	Celebration of the naming of our block of Washington Street as "Toby Strout Way" : Speeches and music plus the unveiling of the street signs. One food cart will provide free food and purchased food. Free beverages will be served.		
Expected Number of Participants:	80	Expected # of vehicles (Use of Parking Spaces to close): 40	

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

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

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

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified)</p> <ul style="list-style-type: none"> <li>• The starting point shall be clearly marked</li> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required      * Determine if Barricades will be required</p>
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

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

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

<input type="checkbox"/>	<p>A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified)</p> <p>The starting point shall be clearly marked</p> <ul style="list-style-type: none"> <li>• The ending point shall be clearly marked</li> <li>• The number of lanes to be restricted on each road shall be clearly marked</li> <li>• Each intersection along the route shall be clearly identified</li> <li>• A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and</li> <li>• The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize</li> </ul>
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	<p>A properly executed Maintenance of Traffic Plan</p> <p>*Determine if No Parking Signs will be required      * Determine if Barricades will be required</p>
<input type="checkbox"/>	For larger events, you may be required to submit an Emergency Management Plan for review by the Bloomington Fire and Police Departments
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable

<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. <b>DEADLINE:</b> To Public Works no later than five days before event.
<input type="checkbox"/>	For every 500 attendees who will be present at your event at any one time, you must hire one uniformed off-duty Indiana Certified Police Officer as security (however, the City reserves the right to request one officer be present for every 250 attendees, depending on the nature of the particular event)
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

8.

### CHECKLIST

<input type="checkbox"/>	Determine what type of Event
<input type="checkbox"/>	Complete application with attachment <input checked="" type="checkbox"/> Detailed Map <input checked="" type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input checked="" type="checkbox"/> Noise Permit Application (if applicable). <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works <b>Feb 5, 2019</b>
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

**NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.**

### For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
	Economic & Sustainable Development		
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



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

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.

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

Name of Event:	Celebration of Toby Strout Way			
Location of Event:	338 S Washington St, in the street			
Date of Event:	March 8, 2018	Time of Event:	Start: 4:00 pm	
Calendar Day of Week:	Friday		End: 5:00 pm	
Description of Event:	Celebration of the naming of our block of Washington Street as "Toby Strout Way": Speeches and music plus the unveiling of the street signs. One food cart will provide free food and purchased food. Free beverages will be served.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input checked="" type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit: Middle Way House, but NOT a fundraiser		

Name:	Erin Hollinden		
Organization:	Middle Way House	Title:	Events Coordinator
Physical Address:	338 S Washington Sr		
Email Address:	events@middlewayhouse.org	Phone Number:	812-320-8607
Signature:		Date:	12-3-18

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

BOARD OF PUBLIC WORKS	
Kyla Cox Deckard, President	Beth H. Hollingsworth, Vice-President
Date	Dana Palazzo, Secretary

Police station

Wardman Hall Buskirk Park

Some audience might  
spill onto grass

Audience members stand  
in street

WASHINGTON STREET

entrance to New Wings  
338 S. Washington

Primarily inspired Cats  
cart

Steps up to conference room doors under pergola  
This will be our "stage" for speakers + musicians

**WM**  
middle way house, inc.  
Providing meaningful alternatives  
to living with violence

**Erin Hollinden**  
Events Coordinator  
Office: 812.383.7101  
Mobile: 812.390.8017  
events@middlewayhouse.org

24/7 Help & Crisis Line  
MiddleWayHouse.org

Allison-Jubeber  
Community Center



# Waste and Recycling Management Plan Template

**Event name:** Celebration of Toby Strout Way

Number of expected attendees: 80

Number of food vendors: 1

Number of other vendors: 0

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

ERIN HOLLINDEN WILL SET UP CANS FROM DOWNTOWN BLOOMINGTON INC. WE HAVE A DUMPSTER BEHIND OUR BUILDING IN WHICH WE WILL PUT WASTE, AND ERIN WILL TAKE RECYCLABLES TO CENTER ON SOUTH WALNUT.

**Event map:** In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

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

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

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

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

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

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

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

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

CLEARTEAM CONTAINERS FROM DOWNTOWN BLOOMINGTON INC.

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

ERIN HOLLINDEN

**EXAMPLE: NOTICE OF PUBLIC MEETING LETTER**

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for \_\_\_\_\_.

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for \_\_\_\_\_ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS  
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:



**middle  
way  
house, inc.**

*A United Way Agency*

**Providing meaningful  
alternatives to living  
with violence**

Serving Monroe, Martin, Owen,  
Greene, Lawrence &  
Morgan Counties

Emergency Shelter  
Transitional Housing  
Prevention & Education  
Legal Advocacy  
Sexual Assault Support  
Human Trafficking Support  
Childcare & Youth Programs

Mailing Address:  
PO Box 95  
Bloomington, IN 47402

Administrative Line:  
812.333.7404

[www.middlewayhouse.org](http://www.middlewayhouse.org)

Debra Morrow  
*Executive Director*

**24-hour Crisis Line:**  
  
**812.336-0846**

1-18-2019

Dear Property or Business Owner,

On Friday, March 8, 2019, there will be an honorary street naming along two blocks of Washington Street, calling it "Toby Strout Way." We will have a celebration, and everyone is invited! We would love to see all of you and your family and coworkers there!

We are proposing the following street closing (which includes set-up and tear-down): March 8, 2019 4:00 – 6:00 PM.

The Board of Public Works meeting to hear this request will be on February 5, 2019 in the Council Chambers of the Showers Center City Hall at 401 N Morton at 5:30 pm. If you have any questions, please do not hesitate to contact me.

The proposal for this event will be on file and may be examined in the Public Works Office on the Friday (February 1) prior to the Tuesday (February 5) meeting.

All persons interested in said proposal may be heard at the February 5 meeting. If you would rather voice your opinion by phone, you may call 812-349-3410 or email [public.works@bloomington.in.gov](mailto:public.works@bloomington.in.gov). Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

Thank you for your consideration.

**Erin Hollinden**

Erin Hollinden  
Events Coordinator  
812-320-8607 (cell)





By: watersl  
29 Jan 19



For reference only; map information NOT warranted.

City of Bloomington  
Economic & Sustain. Dev.



Scale: 1" = 100'

N



## Board of Public Works Staff Report

**Project/Event:** Contract with Ann-Kriss, LLC for Maintenance and Repair Services at Public Works Facilities

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

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

**Meeting Date:** February 5, 2019

This contract is carpentry, drywall, painting, fencing, and masonry repairs at various facilities maintained by Public Works Facilities Division.

Staff recommends awarding the contract to Ann-Kriss, LLC not to exceed \$25,000.00.

Respectfully submitted,

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
ANN-KRISS, LLC**

This Agreement, entered into on this 5<sup>th</sup> day of February, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Ann-Kriss, LLC (“Contractor”).

**Article 1. Scope of Services** Contractor shall perform repair and maintenance services of the following types: carpentry, drywall, painting, wood and chain link fencing, and masonry. These services will be performed at City facilities (“Services”) for a set price of Forty-Five Dollars (\$45) per hour Monday-Friday 7:00 am - 6:00 pm for one person, with an additional Twenty Dollars (\$20) per hour for each additional person. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of Sixty-Seven Dollars and Fifty Cents (\$67.50) per hour for one person, with an additional Thirty Dollars (\$30) per hour for each additional person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively "Claims").

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and



Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. Conflict of Interest** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**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 Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. E-Verify** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer

exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** Ann-Kriss, LLC, 736 S. Morton St., Bloomington Indiana 47403.

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

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 24. 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 sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

**Ann-Kriss, LLC**

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

\_\_\_\_\_  
Dave Padgett, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works

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

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

## EXHIBIT B

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 \_\_\_\_\_, 2019.

**Ann-Kriss, LLC**

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

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

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

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

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



## Board of Public Works Staff Report

**Project/Event:** Services Agreement with Cassady Electrical Contractors, Inc., for Electrical Maintenance and Repair Services

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

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

**Meeting Date:** February 5, 2019

This contract is for repair and maintenance of electrical systems at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Cassady Electrical Contractors, Inc., with compensation not to exceed \$35,000.00.

Respectfully submitted,

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
CASSADY ELECTRICAL CONTRACTORS, INC.**

This Agreement, entered into on this 5<sup>th</sup> day of February, 2019, by and between the City of Bloomington Department of Public Works (the "Department"), and Cassady Electrical Contractors, Inc. ("Contractor").

**Article 1. Scope of Services** Contractor shall perform electrical repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain electrical equipment at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Eighty-Five Dollars (\$85.00) per hour per person Monday-Friday 7:00am-3:30pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of One Hundred Twenty-Seven Dollars and Fifty Cents (\$127.50) per person. Work done at any time on Sundays or Holidays will performed at the rate of One Hundred Fifty Dollars (\$150.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The Department shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice.

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all 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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer



taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively “Claims”).

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. Conflict of Interest** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated

in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**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 Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. E-Verify** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

**Contractor:** Cassady Electrical Contractors, Inc., P.O. Box 53, Ellettsville, Indiana 47429.

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

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 24. 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 sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for three additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

**Cassady Electrical Contractors, Inc.**

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

\_\_\_\_\_  
Mae Cassady, Owner

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works

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

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

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

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

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

# EXHIBIT B

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 \_\_\_\_\_, 2019.

**Cassady Electrical Contractors, Inc.**

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

\_\_\_\_\_

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

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

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

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



## Board of Public Works Staff Report

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**Project/Event:** Award Quote for Concrete Services  
**Petitioner/Representative:** Street Department  
**Staff Representative:** Joe VanDeventer  
**Meeting Date:** February 5, 2019

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A review of the request for quotes for concrete services has been conducted to determine the most responsive and responsible contractor to provide all labor, materials, and equipment on an "as needed basis" for concrete construction, maintenance, and repair services.

☒ **Groomer Construction, Inc.**

Cost per foot for 6" beveled curb	\$ 56.50
Cost per foot for 5' 6" monolithic sidewalk	\$ 65.50
Cost per foot for standard 5'sidewalk	\$ 60.00
Cost per foot for ADA compliant curb ramps	\$ 75.50

Staff recommends to awarding contract to Groomer Construction.

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON  
PUBLIC WORKS DEPARTMENT AND  
GROOMER CONSTRUCTION, INC.**

This Agreement, entered into on this 5<sup>th</sup> day of February, 2019, by and between the City of Bloomington Department of Public Works (the “Department”), and Groomer Construction, Inc. (“Contractor”).

**Article 1. Scope of Services** Contractor shall provide concrete construction, maintenance and repair services during the summer months of 2019. The Contractor shall furnish all necessary labor and material. These services will be performed at a set price of: Fifty-Six Dollars and Fifty Cents (\$56.50) per foot for 6” beveled curb; Sixty-Five Dollars and Fifty Cents (\$65.50) per foot for 5’ 6” monolithic sidewalk; Sixty Dollars (\$60.00) per foot for standard 5’ sidewalk; and Seventy-Five Dollars and Fifty Cents (75.50) per foot for ADA compliant curb ramps (ADA plates to be supplied by the City). Contractor shall inform the Department contact listed in Article 22 of this Agreement when invoiced contract service work has reached eighty percent (80%) of the not to exceed compensation amount provided in Article 4 of this Agreement. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31<sup>st</sup>, 2019, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Joe VanDeventer, Director of Street Operations, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

**Article 2. Standard of Care** Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The Department shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the Department shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

**Article 3. Responsibilities of the Department** The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department’s Project Manager shall act on its behalf with respect to this Agreement.

**Article 4. Compensation** The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00). Contractor shall submit invoice(s) to the Department upon completion of the Services described in Article 1. The invoice(s) shall be sent to: Joe VanDeventer, Director, Street Operations, 1981 S. Henderson St., Bloomington, Indiana 47401. Invoices may be sent via first class mail postage prepaid or via



email. Payment will be remitted to Contractor within forty-five (45) days of receipt of an invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

**Article 6. Schedule** Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department.

**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. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

**Article 8. Identity of the Contractor** Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 9. Ownership of Documents and Intellectual Property** All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

**Article 10. Independent Contractor Status** During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department. Contractor shall be solely responsible for the payment and reporting of all employee and employer

taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of employees.

**Article 11. Indemnification** Contractor shall defend, indemnify, and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of the Agreement or occasioned by the reckless or negligent performance of any provision thereof, including, but not limited to, any reckless or negligent act or failure to act or any misconduct on the part of the Contractor or its agents or employees, or any independent contractors directly responsible to it (collectively “Claims”).

**Article 12. Insurance** During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers’ Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance (“Errors and Omissions Insurance”) with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker’s Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City’s will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

**Article 13. Conflict of Interest** Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor 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 Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Unless otherwise stated

in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

**Article 17. Third Party Rights** Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

**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 Circuit Court, Monroe County, Indiana.

**Article 19. Non-Discrimination** Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in all regards, including, but not limited to, employment.

**Article 20. Compliance with Laws** In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations, including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

**Article 21. E-Verify** Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract 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 the contract with the City.

**Article 22. Notices** Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**Department:** City of Bloomington Public Works, Street Division, Attn: Joe VanDeventer, 1981 S. Henderson St., Bloomington, Indiana 47401.

**Contractor:** Groomer Construction, Inc., 6535 W. Ison Road, Bloomington, Indiana 47403.

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

**Article 23. Integration and Modification** This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

**Article 24. 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 sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

**Article 25: Renewal** This Agreement may be renewed for two additional one-year terms so long as none of the terms and conditions herein are modified in any way. Renewal shall only occur upon advanced written notice by the City to the Contractor that the City wishes to renew the Agreement at least thirty (30) days, but not more than sixty (60) days, prior to the end of the current term

**CITY OF BLOOMINGTON**

**Groomer Construction, Inc.**

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

\_\_\_\_\_  
Richard Groomer, President

**CITY OF BLOOMINGTON PUBLIC WORKS**

\_\_\_\_\_  
Adam Wason, Director

\_\_\_\_\_  
Kyla Cox Deckard, President, Board of Public Works

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

## EXHIBIT B

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 \_\_\_\_\_, 2019.

**Groomer Construction, Inc.**

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

\_\_\_\_\_

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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
Notary Public's Signature

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

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

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

## REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
2/1/2019	Payroll				431,754.74
					<u>431,754.74</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 \$ 431,754.74

Dated this 5th day of February year of 2019.

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

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

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

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

Fiscal Officer\_\_\_\_\_



## Board of Public Works Staff Report

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**Project/Event:** Noise Permit for FlowMotion Symposium 2019

**Petitioner/Representative:** Paula Chambers, FlowMotion

**Staff Representative:** Christina Smith

**Meeting Date:** February 5, 2019

---

FlowMotion is holding their 2019 Symposium at the Monroe County Convention Center on Friday, March 15<sup>th</sup> & Saturday, March 16<sup>th</sup>. This event is a professional development workshop for cirque artists and the event organizers wish to move to the Convention Center's south parking lot to practice new skills learned in the workshop in the evenings. While the attendees are practicing, event organizers wish to have amplified music provided by a DJ from 10:00 p.m. to 11:00 p.m. each night.

Staff is supportive of the noise permit.

---

**Recommend**   ☒ **Approval by:** Christina Smith





## NOISE PERMIT

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

### CITY OF BLOOMINGTON

#### Application and Permit Information

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

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

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

#### Event and Noise Information

Name of Event:	FlowMotion Symposium 2019			
Location of Event:	Monroe County Convention Center			
Date of Event:	3/15/19 and 3/16/19	Time of Event:	Start: 10 pm	
Calendar Day of Week:	Friday and Saturday		End: 11 pm	
Description of Event:	FlowMotion Symposium offers a unique spin on professional development for cirque artists by providing hands on training workshops along with performances by circus and movement masters. In the evenings, attendees will move outside to enjoy live DJs and space to practice the new skills they have learned with their props.			
Source of Noise:	<input checked="" type="checkbox"/> Live Band (We will only have DJs)	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

#### Applicant Information

Name:	Paula Chambers		
Organization:	FlowMotion Events	Title:	CEO and Founder
Physical Address:	807 S Morton St Unit 5		
Email Address:	<a href="mailto:flowmotionevents@gmail.com">flowmotionevents@gmail.com</a>	Phone Number:	812-320-4033
Signature:	Paula Chambers	Date:	1/23/2019

#### FOR CITY OF BLOOMINGTON USE ONLY

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

**BOARD OF PUBLIC WORKS**

---

Kyla Cox Deckard, President

---

February 5, 2019

---

Date

---

Beth H. Hollingsworth, Vice-President

---

Dana Palazzo, Secretary

August 15, 2018

RE: FlowMotion Event 2019 Spring Symposium

To Whom It May Concern:

The Monroe Convention Center and the Courtyard Marriott are excited to have FlowMotion Events host their 2019 Spring Symposium at our location. This event is a unique art event that brings Bloomington residents and out of towners together within the BUEA Zone.

The 2019 Spring Symposium will provide opportunities for residents to actively participate in movement arts that they may not have previously had the opportunity to experience.

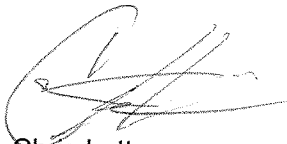
FlowMotion Events has partnered with the Courtyard Marriott in the past for two of their events. We enjoy having them stay in our hotel and look forward to hosting participants again in March 2019.

We look forward to continuing to host such events at our location in the future.

Respectfully,



Jean Kautt  
Reservations Manager, Monroe Convention Center



Chris Latta  
Sales Manager, Courtyard Marriott



## Board of Public Works

### Staff Report

---

**Project/Event:** Awarding of Contract for Pumper Truck

**Petitioner/Representative:** Bloomington Fire Department/Fire Service Inc. (E-One)

**Staff Representative:** Jayme Washel, Deputy Chief

**Meeting Date:** February 5, 2019

---

**NARRATIVE HERE**

The Bloomington Fire Department intends to purchase a 2019 E-One Pumper from Fire Service, Inc. (aka E-One) for a total purchase price of \$497,038. As part of the agreed-upon price, the Fire Department will be trading in an older truck that is no longer in service. The new pumper will be stationed and serve at City Fire Station 3 on North Woodlawn Avenue. The new pumper will replace a 2008 pumper currently located at Fire Station 3.

**Staff recommends approval of of the contract for the production and procurement of the pumper from Fire Service Inc. (E-One).**

---

**Recommend** ☒ **Approval by Jason Moore**



## SALES CONTRACT

This agreement made by and between **FIRE SERVICE, INC** (Company) and

\_\_\_\_\_  
City of Bloomington  
(Legal Name of Buyer)

\_\_\_\_\_  
401 N. Morton St                      Bloomington                      Indiana                      47404  
(Address)                      (City)                      (State / Province)                      (Zip / Postal Code)

1. **ACCEPTANCE:** The "Company" agrees to sell and the "Buyer" agrees to purchase the apparatus and equipment described in the E-ONE specifications and made part of this contract, in accordance with the terms and conditions listed on contract pages 1, 2, and 3.

2. **DELIVERY:** The apparatus shall be ready for delivery within approximately **three-hundred thirty** (330) calendar days, after the receipt and signed acceptance of this contract at the E-ONE Corporate Headquarters, Ocala, FL. The Company cannot be held liable for penalties and / or delays due to strikes, fires, accidents occurring due to the negligent conduct of other parties, force majeure, or any other causes that are not occasioned by the intentional, reckless, or negligent conduct of the Company.

In order to establish a stable design, procurement, and build schedule, a Buyer change order cutoff date of eight (8) days from the date of the execution of the contract will be enforced. Changes in major components, configuration, or other items that may change the major components or configuration, (e.g.: engine, transmission, axles, water tank, body, fire pump) will not be allowed after the contract execution date.

If inability to obtain exclusive or brand name materials causes completion or delivery problems, the Company shall advise the Buyer of said problem. The Company resolves to examine alternative sources of said material. Material substitutions shall be mutually agreed upon by the Buyer and the Company. No substitutions shall be made without the execution of a written change order by the Buyer.

3. **CHANGE ORDERS:** Changes to the contract may be requested by the Buyer after the execution of the contract according to Section 2 of this document. Changes shall be reviewed for cost and schedule impact by the Company. Changes shall be sequentially numbered. Change Orders shall be prepared by the Company and executed by the Buyer. The price of the apparatus shall be adjusted to take into account any Change Orders. **Any and all Change Orders may extend the completion and delivery of the apparatus.**

4. **SPECIFICATIONS:** The Company agrees that all material and workmanship in and about this apparatus shall comply with the hereto attached E-ONE proposal dated 11/20/18 and clarifications.

5. **WARRANTY:** Shall be as proposed in the attached E-ONE specifications.

6. **PRICE:** The Buyer shall pay, as a purchase price for the apparatus, the sum of **Four-hundred ninety-seven thousand thirty-eight dollars and no cents** (\$497,038.00). All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed. NOTE: Payment shall be made by electronic funds transfer to the account indicated by the Company on the City's Electronic Funds Transfer form.

7. **TERMS OF PAYMENT:**

a) **Payment Plan Option:** Payment shall be due upon delivery of completed unit to The City of Bloomington

The purchase price payment reflects US dollars and does not include any authorized change orders which, if applicable, shall be paid at time of final inspection and signed acceptance.

b) No payment of any amount shall be made payable to a sales representative without written approval from the company.

c) It is agreed that the apparatus and equipment covered by this contract shall remain the property of the Company and not be placed in service until the entire contract price has been paid.

d) A copy of the Buyer's tax-exempt certificate, if applicable, shall be submitted with this signed contract.

8. **FIRE SERVICE, INC** requires, and the Customer agrees, that the unit shall be inspected and / or delivered within seven (7) days of notice that the unit had been completed.

9. **CANCELLATION:** This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company.

This contract, to be binding, must be signed by an officer of **Fire Service, Inc** or a person authorized, in writing, by **Fire Service, Inc.** to do so.

10. **TRADE-IN:** In accordance with Indiana Code § 36-1-11-9, as part of the procurement of the above-identified pumper, the Buyer will be trading in the below-described vehicle (hereafter referred to as "Rescue Truck") to the Company on the terms set forth in this Agreement:

Make: Freightliner

Model: BCM1

Year: 2005

VIN: 1FVACXDCXX5HV52241

Buyer shall transfer the Rescue Truck as is without any warranty, either express or implied. Company will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Rescue Truck. Company shall take possession of the Rescue Truck on a date in the future to be determined by the parties. On said date, Company will be responsible for taking possession of the Rescue Truck. Company shall not attempt to sell the Rescue Truck directly from Buyer's lot and shall be responsible for removing the Rescue Truck from Buyer's lot on the date it is determined that Buyer shall take possession. Company shall take possession of the Rescue Truck at the City of Bloomington Fleet Maintenance Garage, located at 800 E. Miller Drive, Bloomington, IN. In accordance with Indiana law, Buyer will properly document the sale to Company on the title to the Rescue Truck. The Buyer will pass the physical title to the Rescue Truck to Company when Company takes possession of the Rescue Truck in accordance with this Agreement.

11. **TAG-ON / ADDITIONAL ORDERS:** The Company, at its sole discretion, would allow the terms of this contract to be extend both in terms to the Buyer as well as to other entities for similar unit(s). To accommodate for pricing, the Company would quote the original prices plus applicable manufactures price increases. Additionally, any regulatory changes (NFPA, EPA/Engine Emissions, FMVSS, etc.) would also have to be added as they become applicable. Change orders changing these units from the original quotation would need to be authorized, signed, and accepted as normal. Any entity using the tag-on process would be required to sign a new contract commencing the relationship. If the purchasing agency is not the BUYER, a separate contract will be required to complete the additional purchases. Additionally any new tag-on order would require a separate Performance bond if initially required by the purchaser.

This contract, including its appendices, embodies the entire understanding between the parties relating to the subject matter contained herein and merges all prior discussions and agreements between them. No agent or representative of the Company has authority to make any representations, statements, warranties, or agreements not herein expressed and all modifications of amendments of this agreement, including any appendices, must be in writing signed by an authorized representative of each of the parties hereto.

No surety of any performance bond given by the Company to the Buyer in connection with this Agreement shall be liable for any obligation of the Company arising under the Standard Warranty.

IN WITNESS WHEREOF, the Buyer and the Company have caused this contract to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

**COMPANY**

**Fire Service, Inc.**  
**9545 North Industrial Drive**  
**Saint John, Indiana 46373**  
**219-365-7157 Phone**  
**219-365-8572 Fax**

---

**BUYER**

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

By: Mat 2's  
Name: MATTHEW TIMMER  
Title: DEALER Administrator  
Date: 01-31-19

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

By: \_\_\_\_\_  
Dana Palazzo

By: \_\_\_\_\_  
Beth Hollingsworth

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

By: Philippe M. Guttarie  
for John Hamilton, Mayor

<b>CITY OF BLOOMINGTON</b>
Legal Department
Reviewed By: <u>MIKE ROUCKER</u>
DATE: <u>1/30/19</u>

CITY OF BLOOMINGTON  
Controller

Reviewed by: \_\_\_\_\_

DATE: 1-30-19

FUND/ACCT: 151-08-08000-5442



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# **CITY OF BLOOMINGTON FIRE DEPARTMENT**

## **Inspection Trip**

There shall be an inspection trip provided for three (3) members of the City of Bloomington to the manufacturing facility to inspect the chassis upon completion. All transportation, lodging, and meal expenses will be the responsibility of Fire Service Inc.

## **Hose Bed Capacity**

Hosebed hose load allowance on the apparatus shall be a minimum of 1200 lbs.

## **Overall Height Restriction**

The apparatus shall have an overall maximum height restriction of 9' 11".

## **Overall Length Restriction**

The unit has an overall maximum length restriction of 31' 6".

## **NFPA Compliance**

The supplied components of the apparatus shall be compliant with NFPA 1901, 2016 edition.

## **Equipment Capacity**

Equipment allowance on the apparatus shall be a minimum of 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.

## **BUMPER**

### **Front Bumper**

The vehicle shall be equipped with a one-piece 10" high bumper made from 10 gauge (0.135" nominal) polished stainless steel for corrosion resistance, strength, and long lasting appearance. It shall be mounted directly to the front frame extensions for maximum strength. The bumper shall incorporate two (2) stiffening ribs.

### **Front Bumper Extension**

The bumper shall be extended approximately 20" from the face of the cab as required.

### **Bumper Gravel Shield**

The extended front bumper gravel shield shall be made of 3/16" (.375") aluminum treadplate material.

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## **BUMPER TRAY**

### **Lid, Bumper Hose Tray**

The center bumper tray shall have a diamond plate lid. The lid shall be hinged and shall be secured in the closed position by a latch and held open with a pneumatic shock.

### **Bumper Hose Tray Strap**

A heavy duty 2" wide black nylon strap shall be provided for the officer side bumper hose tray. The strap shall be attached to the bumper gravel shield by the use of footman loops. Heavy duty Velcro shall be sewn on the strap to securely retain the hose in the tray.

### **Bumper Tray - Center**

A hose tray constructed of 1/8" aluminum shall be recessed into the front bumper extension. The tray shall be located in the center of the bumper and be approximately 12" deep.

### **Bumper Tray - Officer**

A hose tray constructed of 1/8" aluminum shall be recessed into the front bumper extension. The tray shall be located in the officer's side of the bumper and be approximately 12" deep. This tray shall have a capacity of 25' of 5" LDH.

### **Flooring Material**

Slatted fiberglass flooring shall be provided in the center bumper tray providing superior drainage and ventilation.

## **FRAME ASSEMBLY**

### **Frame Assembly**

The frame shall consist of two (2) C-channel frame rails with heavy-duty cross-members. Each frame rail shall have the following minimum specifications in order to minimize frame deflection under load and thereby improve vehicle ride and extend the life of the frame:

Dimensions: 10-1/4" x 3-1/2" x 3/8"

Material: 110,000-psi minimum yield strength, high strength, low alloy steel

Section Modulus: 16.61 cu. in.

Resistance to Bending Moment (RBM): 1,827,045 in. lbs.

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If larger rails are provided, the maximum height of each frame rail shall not exceed the 10-1/4" dimension by more than 1/2" in order to ensure the lowest possible body height for ease of access as well as the lowest possible vehicle center of gravity for maximum stability.

There shall be a minimum of six (6) cross-members joining the two (2) frame rails in order to make the frame rigid and hold the rails/liners in alignment. The cross-members shall be a combination of a formed steel C-channel design along with heavy duty steel fabricated designs as required for the exact chassis configuration. The cross-members shall be attached to the frame rails with not less than four (4) bolts at each end arranged in a bolt pattern to adequately distribute the cross-member load into the rail/liner and minimize stress concentrations.

All frame fasteners shall be high-strength Grade 8, flanged-head threaded bolts and nuts for frame strength, durability, and ease of repair. The nuts shall be Stover locknuts to help prevent loosening. The frame fasteners shall be tightened to the proper torque at the time of assembly.

**The frame rails shall be zinc plated (galvanized) and powder coated for improved corrosion resistance.** The galvanization shall be a minimum of 4 mils thick and done in accordance with ASTM A123. The powder coat shall be 6.5 mils thick (+/- 1.5 mils) and pass ASTM D3359 testing.

The frame cross-members and frame mounted components (suspensions, axles, air tanks, battery boxes, fuel tank, etc.) shall be painted black.

The apparatus manufacturer shall supply a full lifetime frame warranty including cross-members against defects in materials or workmanship. Warranties that provide a lifetime warranty for only the frame rails, but not the cross-members, are not acceptable. NO EXCEPTIONS.

The custom chassis frame shall have a WHEEL ALIGNMENT in order to achieve maximum vehicle road performance and to promote long tire life. The alignment shall conform to the manufacturer's internal specifications. All wheel lug nuts and axle U-bolt retainer nuts shall be tightened to the proper torque at the time of alignment. The wheel alignment documentation shall be made available at delivery upon request.

## AXLES

### Front Shock Absorbers

The front suspension shall be furnished with two (2) heavy duty, double acting shock absorbers, one (1) on each side.

### Rear Axle

The vehicle shall be equipped with an ArvinMeritor RS-25-160 single rear axle with single-reduction hypoid gearing and a manufacturer's rated capacity of 27,000 lbs. The axle shall be equipped with oil-lubricated wheel bearings with ArvinMeritor oil seals.

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The rear axle hubs shall be made from ductile iron and shall be designed for use with 10 hole hub-piloted wheels to improve wheel centering and extend tire life.

A 2-year/unlimited miles parts and 2-year labor rear axle warranty shall be provided as standard by ArvinMeritor Automotive.

## **Front Axle**

The vehicle shall utilize an ArvinMeritor FL-941 front axle with a rated capacity of 18,000 lbs. It shall have "easy steer" knuckle pin bushings and 68.5" kingpin centers. The axle shall be of I-beam construction and utilize grease-lubricated wheel bearings. The vehicle shall have a nominal cramp angle of 45 degrees, plus two (+ 2) degrees to minus three (- 3) degrees including front suction applications.

The front axle hubs shall be made from ductile iron and shall be designed for use with 10 hole hub-piloted wheels in order to improve wheel centering and extend tire life.

The front springs shall be parabolic tapered, minimum 4" wide x 54" long (flat), minimum three (3) leaf, progressive rate with bronze bushings and a capacity of 18,000 lbs. at the ground.

Tapered leaf springs provide a 20% ride improvement over standard straight spring systems. Supporting documentation/data shall be provided upon request.

The vehicle shall be equipped with a Sheppard model M-110 integral power steering gear. The steering assembly shall be rated to statically steer a maximum front axle load of 18,000 lbs. Relief stops shall be provided to reduce system pressure upon full wheel cut. The system shall operate mechanically should the hydraulic system fail.

A 2-year/unlimited miles parts and 2-year labor axle warranty shall be provided as standard by ArvinMeritor Automotive.

In order to achieve maximum vehicle road performance and to promote long tire life, there shall be a wheel alignment. The alignment shall conform to the manufacturer's internal specifications. All wheel lug nuts and axle U-bolt retainer nuts shall be tightened to the proper torque at the time of alignment. The wheel alignment documentation shall be made available at delivery.

## **SUSPENSION**

### **Rear Suspension**

The rear suspension shall be a pair of linear-rate leaf springs with auxiliary "helper" leaf springs and bronze bushings. The variable-rate springs with auxiliary springs ensure that the vehicle rides and handles smoothly under both loaded and unloaded conditions. The suspension shall be rated for the maximum axle capacity.

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## **WHEELS**

### **Front Wheels**

The front wheels shall be steel hub-piloted disc sized appropriately for the tires.

### **Front Wheel Trim Package**

The front wheels shall have stainless steel lug nut covers (for use with aluminum wheels) or chrome plated plastic (for use with steel wheels). The front axle shall be covered with American made Real Wheels brand mirror finish, 304L grade, non-corrosive stainless steel universal baby moons. All stainless steel baby moons shall carry a lifetime warranty plus a 2 year re-buffing policy. There shall be two (2) baby moons and twenty (20) lug nut covers.

### **Rear Wheels**

There shall be four hub-piloted steel disc wheels sized appropriately for the tires.

### **Rear Wheel Trim Package, Single Axle**

The rear wheels shall have stainless steel lug nut covers (chrome plated steel lug nut covers not acceptable), or American made chrome plated plastic lug nut covers. The rear axle shall be covered with American made Real Wheels brand mirror finish, 304L grade, non-corrosive stainless steel, spring clip band mount high hats, DOT user friendly. All stainless steel high hats shall carry a lifetime warranty plus a 2 year re-buffing policy. There shall be two (2) high hats and twenty (20) lug nut covers.

## **TIRES**

### **Front Tires**

Front tires shall be two Michelin 315/80R22.5 tubeless type 20 PR radial tires with XZA-1 highway tread.

Tires with wheels shall have the following weight capacity and speed rating:

18,000 lbs. @ 75 MPH

The tires and wheels shall conform to the Tire and Rim Association requirements.

### **Rear Tires**

The rear tires shall be Michelin 12R22.5 tubeless type radial tires with XDN2 all weather tread.

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The tires with wheels shall have the following weight capacity:

27,000 lbs. (dual) @ 75 MPH

The wheels and tires shall conform to the Tire and Rim Association requirements.

## **Tire Pressure Indicators**

The apparatus shall be provided with Real Wheels AirGuard LED tire pressure indicating valve stem caps. When the tire is under inflated by 5-10 PSI, the LED indicator on the cap shall flash red. The indicator housings shall be shock resistant and constructed from polished stainless steel. The indicators shall be calibrated by attaching to valve stem of a tire at proper air pressure per load ratings and easily re-calibrated by simply removing and re-installing them during service.

Real Wheel Part number RWC1234 was superseded by RWC1235 as of June 2015

## **BRAKE SYSTEM**

### **Front Brakes**

The front axle shall be equipped with Meritor DiscPlus EX225H 17 inch disc brakes.

The brakes shall be covered by the manufacturer's standard warranty which is three years, unlimited mileage and parts only.

### **Rear Brakes**

The rear axle shall be equipped with ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums. Q-Plus shoes shall be provided with up to 24,000 lb. axle ratings and P-Type shoes with over 24,000 lb. axle ratings.

The rear axle brakes shall be furnished with automatic slack adjusters. ArvinMeritor brand shall be supplied on RS-24-160 and RS-25-160 axles, and Haldex brand shall be supplied on RS-26-185 and RS-30-185 axles.

A 3 year/unlimited miles parts and 3 year labor rear brake warranty shall be provided as standard by ArvinMeritor Automotive. The warranty shall include bushings, seals, and cams.

### **Brake System**

The vehicle shall be equipped with air-operated brakes and an anti-lock braking system (ABS). The brake system shall meet or exceed the design and performance requirements of the current Federal Motor Vehicle Safety Standard (FMVSS)-121, and the test requirements of the current NFPA 1901 Standard.



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A dual-treadle brake valve shall correctly proportion the braking power between the front and rear systems. The air system shall be provided with a rapid pressure build-up feature, designed to meet current NFPA 1901 requirements, to allow the vehicle to begin its emergency response as quickly as possible.

A pressure-protection valve shall be installed to prevent use of the air horns or other air-operated devices should the air system pressure drop below 85 psi. This feature is designed to prevent inadvertent actuation of the emergency/parking brakes while the vehicle is in motion.

Two (2) air pressure needle gauges, one (1) each for front and rear air pressure, with a warning light and buzzer shall be installed at the driver's instrument panel.

The braking system shall be provided with a minimum of three (3) air tank reservoirs for a total air system capacity of 5,214 cu. in. One (1) reservoir shall serve as the wet tank and a minimum of one (1) tank shall be supplied for each of the front and rear axles. The total system shall carry a sufficient volume of air to comply with FMVSS-121.

Tank Capacities in Cubic Inches:

Wet	Front	Rear	Total
1,738	1,738	1,738	5,214

Spring-actuated emergency/parking brakes shall be installed on the rear axle.

A Bendix-Westinghouse SR-1 valve, in conjunction with a double check valve system, shall provide automatic emergency brake application when the air brake system pressure falls below 40 psi in order to safely bring the vehicle to a stop in case of an accidental loss of braking system air pressure.

A four-channel Wabco ABS shall be provided to improve vehicle stability and control by reducing wheel lock-up during braking. This braking system shall be fitted to both front and rear axles. All electrical connections shall be environmentally-sealed for protection against water, weather, and vibration.

The system shall constantly monitor wheel behavior during braking. Sensors on each wheel transmit wheel speed data to an electronic processor, which shall detect approaching wheel lock-up and instantly modulate (or pump) the brake pressure up to five (5) times per second to prevent wheel lock-up. Each wheel shall be individually controlled. To improve field performance, the system shall be equipped with a dual-circuit design configured in a diagonal pattern. Should a malfunction occur in one circuit, that circuit shall revert to normal braking action. A warning light at the driver's instrument panel shall signal a malfunction.

The system shall also be configured to work in conjunction with all auxiliary engine, exhaust, or driveline brakes to prevent wheel lock-up.

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To improve maintenance troubleshooting, provisions in the system for an optional diagnostic tester shall be provided. The system shall test itself each time the vehicle is started, and a dash-mounted light shall go out once the vehicle is moving above 4 MPH.

A 3 year/300,000 mile parts and labor Anti-Locking Braking System (ABS) warranty shall be provided as standard by Meritor Automotive.

## **Park Brake Release**

One (1) Bendix-Westinghouse PP-5 parking brake control valve shall be supplied on the lower dash panel within easy reach of the driver.

## **AIR SYSTEM**

### **Air Dryer**

The chassis air system shall be equipped with a Bendix-Westinghouse AD-9 air dryer to remove moisture from the air in order to help prevent the air lines from freezing in cold weather and prolong the life of the braking system components.

### **Air Inlet**

A 1/4" brass quick-release air inlet with a male connection shall be provided. The inlet shall allow a shoreline air hose to be connected to the vehicle, discharging air directly into the wet tank of the air brake system. It shall be located driver door jamb.

### **Air Lines**

Air brake lines shall be constructed of color coded nylon tubing routed in a manner to protect them from damage. Brass fittings shall be provided.

### **Air Horns**

Dual air horns shall be provided, connected to the chassis air system. The horns shall be mounted through the front bumper. The front bumper shall have two (2) holes punched to accommodate the air horns. A pressure protection valve shall be installed to prevent the air brake system from being depleted of air pressure.

## **ENGINE & TRANSMISSION**

### **Transmission Selector**

A push-button transmission shift module, Allison model 29538373, shall be located to the right side of the steering column within easy reach of the driver. The shift position indicator shall be

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indirectly lit for after dark operation. The shift module shall have a "Do Not Shift" light and a "Service" indicator light. The shift module shall have means to enter a diagnostic mode and display diagnostic data including oil life monitor, filter life monitor, transmission health monitor and fluid level. A transmission temperature gauge with warning light and buzzer shall be installed on the cab instrument panel.

## **Transmission Fluid**

The transmission fluid shall be TransSynd synthetic.

## **Vehicle Speed**

The maximum speed shall be electronic limited to 68 MPH as required by NFPA 1901.

Note: Maximum speed may be set at 65 MPH due to tire rating.

## **Engine/Transmission Package**

### **Engine**

The vehicle shall utilize a Cummins L9 engine as described below:

- 450 maximum horsepower at 2100 rpm
- 1250 lb-ft peak torque at 1400 rpm
- Six (6) cylinder, charge air cooled, 4-cycle diesel
- 543 cu. in. (8.9 liter) displacement - 4.49 in bore x 5.69 in stroke
- 16.6:1 compression ratio
- Interact System Controlled Viable Geometry Turbocharged
- Engine shall be equipped with Full-Authority Electronics
- Electronic Timing Control fuel system
- Fuel cooler (when equipped with a fire pump)
- Fleetguard FS1022 fuel filter with integral water separator and water-in-fuel sensor approved by Cummins for use on the ISL engine
- Fleetguard LF9009 Venturi Combo combination full-flow/by-pass oil filter approved by Cummins for use on the ISL engine
- Engine lubrication system, including filter, shall have a minimum capacity of 25 quarts
- Delco-Remy 39 MT-HD 12-volt starter
- Cummins 18.7 cubic foot per minute (cfm) air compressor
- Corrosion inhibitor additive for coolant system
- After treatment system consisting of a oxidation catalyst and diesel particulate filter and selective catalyst reduction system
- Ember separator compliant with current NFPA 1901 standard
- The engine shall be compliant with 2017 EPA Emission standards

The engine air intake shall draw air through the front cab grill. The intake opening shall be located on the officer (right) side behind front cab face with a plenum that directs air to the air

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filter. The air cleaner intake piping shall be made from aluminized steel tubing with flexible rubber hoses. The intake piping clamps shall be heavy-duty, constant-torque, T-bolt style to ensure proper sealing under all temperatures in order to keep dust and other contaminants out of the engine intake air stream and protect the engine.

The air cleaner shall be an 11" diameter K&N for lower restriction and high air flow. The filtration media shall be washable and easily accessed for service. The air filter shall have a 3 year / 300,000 mile warranty.

The engine exhaust piping shall be a minimum of 4" diameter welded stainless steel tubing. The after treatment system shall be mounted horizontally under the right-hand frame rail in back of the cab in order to minimize heat transmission to the cab and its occupants. The exhaust shall be directed away from the vehicle on the right side ahead of the rear wheels in order to keep exhaust fumes as far away as possible from the cab and pump operator position.

A 5-year/100,000-miles parts and labor warranty shall be provided as standard by Cummins.

A copy of the Engine Installation Review stating the engine installation meets Cummins recommendations shall be provided as requested. The engine installation shall not require the operation of any type of "power-down" feature to meet engine installation tests.

### **Transmission**

The vehicle shall utilize an Allison EVS3000P, electronic, 5-speed automatic transmission.

A push button shift module shall be located right side of the steering column, within easy reach of the driver. The shift position indicator shall be indirectly lit for after-dark operation. The shift module shall have a "Do Not Shift" light and a "Service" indicator light that are clearly visible to the driver. The shift module shall have means to enter a diagnostic mode and display diagnostic data.

A transmission oil temperature gauge with warning light and buzzer shall be installed on the cab instrument panel to warn the driver of high oil temperatures that may damage the transmission.

The transmission shall have a gross input torque rating of 1250 lb.-ft. and a gross input power rating of 450 HP.

The gear ratios shall be as follows:

1 - 3.49

2 - 1.86

3 - 1.41

4 - 1.00

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5 - .75

R - 5.03

The transmission shall have an oil capacity of 23 quarts and shall be equipped with a fluid level sensor (FLS) system, providing direct feedback of transmission oil level information to the driver.

A water-to-oil transmission oil cooler shall be provided to ensure proper cooling of the transmission when the vehicle is stationary (no air flow). Air-to-oil transmission oil coolers, which require constant air flow, are not acceptable.

The transmission shall be provided with two (2) engine-driven PTO openings located at the 4 o'clock and 8 o'clock positions for flexibility in installing pto-driven equipment.

The automatic transmission shall be equipped with a power lock-up device. The transmission lock-up shall prevent down shifting of the transmission when the engine speed is decreased during pump operations, thereby maintaining a constant gear ratio for safe operation of the pump. The transmission lock-up shall be automatically activated when the pump is engaged in gear. The transmission lock-up shall be automatically deactivated when the pump is disengaged for normal road operation.

A 5-year/unlimited miles parts and labor warranty shall be provided as standard by Allison Transmission.

## **Automatic Shift to Neutral**

The transmission shall be programmed to comply with NFPA 1901 and automatically shift to neutral upon application of the parking brake.

## **SECONDARY BRAKING**

### **Jacobs Engine Brake**

One (1) Jacobs engine brake shall be installed to assist in slowing and controlling the vehicle as required by NFPA 1901 for vehicles with gross vehicle weight ratings (GVWR) of 36,000 lbs. or greater. An on-off control switch and a high-medium-low selector switch shall be mounted in the cab accessible to the driver.

When activated, the Jacobs engine brake shall cut off the flow of fuel to the cylinders and alter the timing of the exhaust valves. This shall transform the engine into a high-pressure air compressor, driven by the wheels, and the horsepower absorbed by the engine in this mode shall slow the vehicle. The selector switch allows the driver to select the amount of retarding power.

When the on-off switch is in the "on" position, the engine brake shall be automatically applied whenever the accelerator is in the idle position and the automatic transmission is in the lock-up

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mode. If the accelerator is depressed or if the on-off switch is placed in the "off" position, the engine brake shall immediately release and allow the engine to return to its normal function.

## **Transmission Programming**

The transmission shall include the Allison 2nd gear Pre-Select feature. This option will direct the transmission to down shift to second gear when the throttle is released and the Jacobs engine brake (or Telma retarder wired to activate with release of throttle) is engaged. This feature is designed to increase brake life and aid vehicle braking.

## **COOLING PACKAGE**

### **Engine Cooling Package**

#### **Radiator**

The cooling system shall include an aluminum tube-and-fin radiator with a minimum of 1,408 total square inches of frontal area to ensure adequate cooling under all operating conditions. There shall be a drain valve in the bottom tank to allow the radiator to be serviced. A sight glass shall be included for quick fluid level assessment. The radiator shall be installed at the prescribed angle in order to achieve the maximum operational effectiveness. This shall be accomplished according to established work instructions and properly calibrated angle measurement equipment.

#### **Silicone Hoses**

All radiator and heater hoses shall be silicone. Pressure compensating band clamps shall be used to eliminate hose pinching on all hoses 3/4" diameter and larger. All radiator hoses shall be routed, loomed, and secured so as to provide maximum protection from chafing, crushing, or contact with other moving parts.

#### **Coolant**

The cooling system shall be filled with a 50/50 mixture of water and antifreeze/coolant conditioner to provide freezing protection to minus 40 (- 40) degrees F for operation in severe winter temperatures.

#### **Coolant Recovery**

There shall be a coolant overflow recovery system provided.

#### **Charge Air Cooler System**

The system shall include a charge air cooler to ensure adequate cooling of the turbocharged air for proper engine operation and maximum performance.

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## **Charge Air Cooler Hoses**

Charge air cooler hoses shall be made from high-temperature, wire-reinforced silicone to withstand the extremely high temperatures and pressures of the turbocharged air. The hoses shall incorporate a flexible hump section to allow motion and misalignment of the engine relative to the charge air cooler. Charge air cooler hose clamps shall be heavy-duty, constant-torque, T-bolt clamps to ensure proper sealing under all temperatures in order to keep dust and other contaminants out of the engine intake air stream and protect the engine.

## **Fan/Shroud**

The fan shall be 30" in diameter with eleven (11) blades for maximum airflow and dynamic balance. It shall be made of nylon for strength and corrosion resistance. The fan shall be installed with grade 8 hardware which has been treated with thread locker for additional security. A fan shroud attached to the radiator shall be provided to prevent recirculation of engine compartment air around the fan in order to maximize the cooling airflow through the radiator. The fan shroud shall be constructed of fiber-reinforced high temperature plastic. The shroud shall be specifically formed with curved surfaces which improves air flow and cooling.

## **Transmission Cooler**

The cooling system shall include a liquid-to-liquid transmission cooler capable of cooling the heat generated from the transmission. When a transmission retarder is selected, the cooler shall have an increased capacity to handle the additional heat load.

## **Engine Cooler**

A water to water type heat exchanger shall be provided to lower the chassis engine water temperature during prolonged pumping operations.

The heat exchanger shall be installed in the engine coolant system in such a manner as to allow cool pump water to circulate around engine water, thus forming a true heat exchanger action. Cooler inlet and outlet shall be continuous, preventing intermixing of engine coolant and pump water.

# **FUEL SYSTEM**

## **Fuel System**

One (1) 50 gallon fuel tank shall be provided. The tank shall be of an all-welded, aluminized-steel construction with anti-surge baffles and shall conform to all applicable Federal Highway Administration (FHWA) 393.65 and 393.67 standards. The tank shall be mounted below the frame rails at the rear of the chassis for maximum protection. The tank shall be secured with two (2) wrap-around T-bolt type stainless steel straps. Each strap shall be fitted with protective



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rubber insulation and shall be secured with grade 8 hardware. This design allows for tank removal from below the chassis.

The fuel tank shall be equipped with a 2" diameter filler neck. The filler neck shall extend to the rear of the vehicle behind the rear tires and away from the heat of the exhaust system as required by NFPA 1901 Standard for Automotive Fire Apparatus. The open end of the filler neck shall be equipped with a twist-off filler cap with a retaining chain.

The tank shall be plumbed with top-draw and top-return fuel lines in order to protect the lines from road debris. Bottom-draw and/or bottom-return fuel lines are not acceptable. A vent shall be provided at the top of the tank. The vent shall be connected to the filler neck to prevent splash-back during fueling operations. A .50" NPT drain plug shall be provided at the bottom of the tank.

The tank shall have a minimum useable capacity of 50 gallons of fuel with a sufficient additional volume to allow for thermal expansion of the fuel without overflowing the vent.

A mechanical fuel pump shall be provided and sized by the engine manufacturer as part of the engine.

## **Fuel Line**

All fuel lines shall be rubber.

## **ALTERNATOR**

### **320 Amp Alternator**

There shall be a 320 amp Leece Neville alternator installed as specified. The alternator shall be a Leece Neville 4890JB series brushless type with integral rectifier and adjustable voltage regulator with an output of 275 amps per NFPA 1901 rating (320 amps per SAE J56).

## **BATTERIES**

### **Battery System**

The manufacturer shall supply four (4) heavy duty Group 31 12-volt maintenance-free batteries. Each battery shall be installed and positioned so as to allow easy replacement of any single battery. Each battery shall be equipped with carrying handles to facilitate ease of removal and replacement. There shall be two (2) steel frame mounted battery boxes, one (1) on the left frame rail and one (1) on the right frame rail. Each battery box shall be secured to the frame rail with Grade 8 hardware. Each battery box shall hold (2) batteries. The batteries shall have a minimum combined rating of 4,000 (4 x 1000) cold cranking amps (CCA) @ 0 degrees Fahrenheit and 820 (4 x 205) minutes of reserve capacity for extended operation. The batteries shall have 3/8-16 threaded stud terminals to ensure tight cable connections. The battery stud terminals shall

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each be treated with concentrated industrial soft-seal after cable installation to promote corrosion prevention. The positive and negative battery stud terminals and the respective cables shall be clearly marked to ensure quick and mistake-proof identification.

Batteries shall be placed on non-corrosive rubber matting and secured with hold-down brackets to prevent movement, vibration, and road shock. The hold-down bracket J-hooks shall be cut to fit and shall have all sharp edges removed. The batteries shall be placed in plastic trays to provide preliminary containment should there be leakage of hazardous battery fluids. There shall be two (2) plastic trays, each containing (2) batteries. Each battery tray shall be equipped with a rubber vent hose to facilitate drainage. The rubber vent hose shall be routed to drain beneath the battery box. The batteries shall be positioned in well-ventilated areas.

One (1) positive and one (1) negative jumper stud shall be provided.

Batteries shall have a warranty of twelve (12) months that shall commence upon the date of delivery of the apparatus.

## **CHASSIS MISC**

### **Engine Fan Clutch**

The engine shall be equipped with a thermostatically controlled engine cooling fan. The fan shall be belt driven and utilize a clutch to engage when the engine reaches a specified temperature and / or the water pump is engaged (if equipped).

When disengaged, the fan clutch shall allow for improved performance from optional floor heaters, reduced cab interior noise, increased acceleration and improved fuel economy.

The fan shall be equipped with a fail-safe engagement so that if the clutch fails the fan shall engage to prevent engine overheating.

### **Drivelines**

Drivelines shall have a heavy duty metal tube and shall be equipped with Spicer 1710HD universal joints to allow full-transmitted torque to the axle(s). Drive shafts shall be axially straight, concentric with axis and dynamically balanced.

### **Front Tow Eyes**

Two (2) 3/4" thick heavy duty steel tow eyes shall be securely attached to the chassis frame rails at the front of the apparatus. They shall be mounted down below the bumper / cab.

### **Rear Tow Eyes**

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Two (2) heavy duty tow eyes made of 3/4" (0.75") thick steel having 2-1/2" diameter holes shall be mounted below the body at the rear of the vehicle to allow towing (not lifting) of the apparatus without damage. The tow eyes will be welded to the lower end of a 5" steel channel that is bolted at the end of the chassis frame rails. The tow eyes shall be painted chassis black.

## **DEF Tank**

A diesel exhaust fluid (DEF) tank with a five (5) gallon capacity shall be provided.

The DEF tank shall include a heater fed by hot water directly from the engine block to prevent the DEF from becoming too cool to operate correctly per EPA requirements. The tank shall include a temperature sensor to control the heater control valve that controls the feed of hot water from the engine to the DEF tank heater.

A sender shall be provided in the DEF tank connected to a level gauge on the cab dash.

The tank shall be located left side below rear of cab.

## **Power Steering Cooler**

A heat exchanger (cooler) shall be installed to maintain desired power steering fluid temperature. The cooler shall be a model DH-073-1-1 with air / oil design rated at 6300 BTU/HR @10 GPM. The cooler shall be mounted in front of the radiator and plumbed with #10 lines.

## **CAB**

### **Medium Cab**

The vehicle shall be distinguished by an all-welded aluminum and fully enclosed tilt cab. The cab shall be designed exclusively for fire/rescue service and shall be pre-engineered to ensure long life. It shall incorporate an integral welded substructure of high-strength aluminum alloy extrusions that creates an occupant compartment that is essentially a protective perimeter. The end result is a distinctive structure that is aesthetically appealing, functionally durable, and characterized by increased personnel safety.

The cab shall be constructed from 3/16" (0.188") 3003 H14 aluminum alloy plate roof, floor, and outer skins welded to a high-strength 6063-T6 aluminum alloy extruded subframe. Wall supports and roof bows are 6061 T6 aluminum alloy. This combination of a high-strength, welded aluminum inner structure surrounded on all sides by load-bearing, welded aluminum outer skins provides a cab that is strong, lightweight, corrosion-resistant, and durable.

The inner structure shall be designed to create an interlocking internal "roll-cage" effect by welding two (2) 3" x 3" x 0.188" wall-thickness 6063-T5 aluminum upright extrusions between the 3" x 3" x 0.375" wall-thickness 6061-T6 roof crossbeam and the 2.25" x 3" x 0.375" wall-

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thickness 6063-T6 subframe structure in the front. An additional two (2) aluminum upright extrusions within the back-of-cab structure shall be welded between the rear roof perimeter extrusion and the subframe structure in the rear to complete the interlocking framework. The four (4) upright extrusions -- two (2) in the front and two (2) in the rear -- shall be designed to effectively transmit roof loads downward into the subframe structure to help protect the occupant compartment from crushing in a serious accident. All joints shall be electrically seam welded internally using aluminum alloy welding wire.

The subframe structure shall be constructed from high-strength 6061-T6 aluminum extrusions welded together to provide a structural base for the cab. It shall include a side-to-side C-channel extrusion across the front, with 3/4" x 2-3/4" (.75" x 2.75") full-width crossmember tubes spaced at critical points between the front and rear of the cab.

The cab floor shall be constructed from 3/16" (0.188") 3003 H14 smooth aluminum plate welded to the subframe structure to give the cab additional strength and to help protect the occupants from penetration by road debris and under-ride collision impacts.

The cab roof shall be constructed from 3/16" (0.188") 3003 H14 aluminum treadplate supported by a grid of fore-aft and side-to-side aluminum extrusions to help protect the occupants from penetration by falling debris and downward-projecting objects. Molded fiberglass or other molded fiber-reinforced plastic roof materials are not acceptable.

The cab roof perimeter shall be constructed from 4" x 6-5/8" (4" x 6.625") 6063-T5 aluminum extrusions with integral drip rails. Cast aluminum corner joints shall be welded to the aluminum roof perimeter extrusions to ensure structural integrity. The roof perimeter shall be continuously welded to the cab roof plate to ensure a leak-free roof structure.

The cab rear skin shall be constructed from 3/16" (0.188") 3003 H14 aluminum plate. Structural extrusions shall be used to reinforce the rear wall.

The left-hand and right-hand cab side skins shall be constructed from 3/16" (0.188") 3003 H14 smooth aluminum plate. The skins shall be welded to structural aluminum extrusions at the top, bottom, and sides for additional reinforcement.

The cab front skins shall be constructed from 3/16" (0.188") 3003 H14 smooth aluminum plate. The upper portion shall form the windshield mask, and the lower portion shall form the cab front. Each front corner shall have a full 9" outer radius for strength and appearance. The left-hand and right-hand sides of the windshield mask shall be welded to the left-hand and right-hand front door frames, and the upper edge of the windshield mask shall be welded to the cab roof perimeter extrusion for reinforcement. The cab front shall be welded to the subframe C-channel extrusion below the line of the headlights to provide protection against frontal impact.

### **Cab Exterior**

The exterior of the cab shall be 96" wide x 130" long to allow sufficient room in the occupant compartment for up to eight (8) fire fighters. The cab roof shall be approximately 101" above

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the ground with the flat roof option. The back-of-cab to front axle length shall be a minimum of 58".

Front axle fenderette trim shall be brushed aluminum for appearance and corrosion resistance. Bolt-in front wheel well liners shall be constructed of 3/16" (0.188") composite material to provide a maintenance-free, damage-resistant surface that helps protect the underside of the cab structure and components from stones and road debris.

The cab windshield shall be of a two-piece replaceable design for lowered cost of repair. The windshield shall be made from 1/4" (0.25") thick curved, laminated safety glass with a 75% light transmittance automotive tint. A combined minimum viewing area of 2,700-sq. in. shall be provided. Forward visibility to the ground for the average (50<sup>th</sup> percentile) male sitting in the driver's seat shall be no more than 11 feet 7 inches from the front of the cab to ensure good visibility in congested areas.

## **Cab Mounts and Cab Tilt System**

The cab shall be independently mounted from the body and chassis to isolate the cab structure from stresses caused by chassis twisting and body movements. Mounting points shall consist of two (2) forward-pivoting points, one (1) on each side; two (2) intermediate rubber load-bearing cushions located midway along the length of the cab, one on each side; and two (2) combination rubber shock mounts and cab latches located at the rear of the cab, one (1) on each side.

An electric-over-hydraulic cab tilt system shall be provided to provide easy access to the engine. It shall consist of two (2) large-diameter, telescoping, hydraulic lift cylinders, one (1) on each side of the cab, with a frame-mounted electric-over-hydraulic pump for cylinder actuation.

Safety flow fuses (velocity fuses) shall be provided in the hydraulic lift cylinders to prevent the raised cab from suddenly dropping in case of a burst hydraulic hose or other hydraulic failure. The safety flow fuses shall operate when the cab is in any position, not just the fully raised position.

The hydraulic pump shall have a manual override system as a backup in the event of an electrical failure. Lift controls shall be located in a compartment to the rear of the cab on the right side of the apparatus. A parking brake interlock shall be provided as a safety feature to prevent the cab from being tilted unless the parking break is set.

The entire cab shall be tilted through a 42-45 degree arc to allow for easy maintenance of the engine, transmission and engine components. A positive-engagement safety latch shall be provided to lock the cab in the full tilt position to provide additional safety for personnel working under the raised cab.

In the lowered position, the cab shall be locked down by two (2) automatic, spring-loaded cab latches at the rear of the cab. A "cab ajar" indicator light shall be provided on the instrument panel to warn the driver when the cab is not completely locked into the lowered position.

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## Cab Interior

The interior of the cab shall be of the open design with an ergonomically-designed driver area that provides ready access to all controls as well as a clear view of critical instrumentation.

The engine cover between the driver and the officer shall be a low-rise contoured design to provide sufficient seating and elbow room for the driver and the officer. The engine cover shall blend in smoothly with the interior dash and flooring of the cab. An all-aluminum subframe shall be provided for the engine cover for strength. The overall height of the engine enclosure shall not exceed 23" from the floor at each side and 27" in the center section. The engine cover shall not exceed 41" in width at its widest point.

The rear portion of the engine cover shall be provided with a lift-up section to provide easy access for checking transmission fluid, power steering fluid, and engine oil without raising the cab. The engine cover insulation shall consist of 3/4" dual density fiberglass composite panels with foil backing manufactured to specifically fit the engine cover without modification to eliminate "sagging" as found with foam insulation. The insulation shall meet or exceed DOT standard MVSS 302-1 and V-0 (UI subject 94 Test).

All cab floors shall be covered with a black rubber floor mat that provides an aggressive slip-resistant surface in accordance with current NFPA 1901.

A minimum of 57.25" of floor-to-ceiling height shall be provided in the front seating area of the cab and a minimum of 67" floor-to-ceiling height shall be provided in the rear seating area. A minimum of 36" of seated headroom at the "H" point shall be provided over each fender well.

The floor area in front of the front seat pedestals shall be no less than 20.5" side to side by 25.0" front to rear for the driver and no less than 20.5" side to side by 26.0" front to rear for the officer to provide adequate legroom.

Battery jumper studs shall be provided to allow jump-starting of the apparatus without having to tilt the cab.

All exposed interior metal surfaces shall be pretreated using a corrosion prevention system.

The interior of the cab shall be insulated to ensure the sound (dbA) level for the cab interior is within the limits stated in the current edition of NFPA 1901. The insulation shall consist of 2 oz. wadding and 1/4" (0.25") foam padding. The padding board shall be backed with 1/4" (0.25") thick reflective insulation. The backing shall be spun-woven polyester. Interior cab padding shall consist of a rear cab headliner, a rear wall panel, and side panels between the front and rear cab doors.

The overhead console and heater cover shall be covered with thermoformed, non-metallic, non-fiber trim pieces to provide excellent scuff and abrasion resistance, as well as chemical stain resistance. The thermoformed material shall comply with Federal Motor Vehicle Safety Standard (FMVSS) 302 for flammability of interior materials.

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The vehicle shall use a seven-position tilt and telescopic steering column to accommodate various size operators. An 18" padded steering wheel with a center horn button shall be provided.

A full-width overhead console shall be mounted to the cab ceiling for placement of siren and radio heads, and for warning light switches. The console shall be made from a thermoformed, non-metallic material and shall have easily removable mounting plates.

Storage areas, with hinged access doors, shall be provided below the driver and officer seats. The driver side compartment shall be approximately 19.25" x 17.75" x 5.75" high and the officer side compartment shall be approximately 18.25" x 22.5" x 11" high (19.25" x 17.75" x 5.75" w/ air ride).

The front cab steps shall be a minimum of 8" deep x 24" wide. The first step shall be no more than 24.0" above the ground with standard tires in the unloaded condition per NFPA 1901 standards. The rear cab steps shall be a minimum 12" deep x 21" wide. The first step shall be no more than 24.0" above the ground with standard tires in the unloaded condition per NFPA 1901 standards. The rear steps shall incorporate intermediate steps for easy access to the cab. The steps are to be located inside the doorsill, where they are protected against mud, snow, ice, and weather. The step surfaces shall be aluminum diamond plate with a multi-directional, aggressive gripping surface incorporated into the aluminum diamond plate in accordance with current NFPA 1901.

A black rubber grip handle shall be provided on the interior of each front door below the door window to ensure proper hand holds while entering and exiting the cab. An additional black rubber grip handle shall be provided on the left and right side windshield post for additional handholds.

## **Cab Doors**

There shall be reflective signs on each cab door in compliance with all NFPA requirements.

Four (4) side-opening cab doors shall be provided. Doors shall be constructed of a 3/16" (0.188") aluminum plate outer material with an aluminum extruded inner framework to provide a structure that is as strong as the side skins.

Front cab door openings shall be approximately 36" wide x 71.5" high, and the rear cab door openings shall be approximately 33.75" wide x 73" high. The front doors shall open approximately 75 degrees, and the rear doors shall open approximately 80 degrees.

The doors shall be securely fastened to the doorframes with full-length, stainless steel piano hinges, with 3/8" (0.375") diameter pins for proper door alignment, long life, and corrosion resistance. Mounting hardware shall be treated with corrosion-resistant material prior to installation. For effective sealing, an extruded rubber gasket shall be provided around the entire perimeter of all doors.



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Stainless steel paddle-style door latches shall be provided on the interiors of the doors. The latches shall be designed and installed to protect against accidental or inadvertent opening as required by NFPA 1901.

The front door windows shall provide a minimum viewing area of 530 sq. in. each. The rear door windows shall provide a minimum viewing area of 500 sq. in. each. All windows shall have 75% light transmittance automotive safety tint. Full roll-down windows shall be provided for the front cab doors with worm gear drive cable operation for positive operation and long life. Scissors or gear-and-sector drives are not acceptable.

## **Cab Instruments and Controls**

Two (2) pantograph-style windshield wipers with two (2) separate electric motors shall be provided for positive operation. Air-operated windshield wipers are not acceptable because of their tendency to accumulate moisture, which can lead to corrosion or to freezing in cold weather. The wipers shall be a wet-arm type with a one (1) gallon washer fluid reservoir, an intermittent-wipe function, and an integral wash circuit. Wiper arm length shall be approximately 28", and the blade length approximately 20". Each arm shall have a 70 degree sweep for full coverage of the windshield.

An overhead mounted heater and defroster with a minimum capacity of 60,000 Btu/hr and all necessary controls shall be mounted in the cab. The airflow system shall consist of two (2) levels, defrost and cab, and shall have fresh air and defogging capabilities.

Cab controls shall be located on the cab instrument panel in the dashboard on the driver's side where they are clearly visible and easily reachable. Emergency warning light switches shall be installed in removable panels for ease of service. The following gauges and/or controls shall be provided:

- Master battery switch/ignition switch (rocker with integral indicator)
- Starter switch/engine stop switch (rocker)
- Heater and defroster controls with illumination
- Marker light/headlight control switch with dimmer switch
- Self-canceling turn signal control with indicators
- Windshield wiper switch with intermittent control and washer control
- Master warning light switch
- Transmission oil temperature gauge
- Air filter restriction indicator
- Pump shift control with green "pump in gear" and "o.k. to pump" indicator lights • Parking brake controls with red indicator light on dash
- Automatic transmission shift console
- Electric horn button at center of steering wheel
- Cab ajar warning light on the message center enunciator

Controls and switches shall be identified as to their function by backlit wording adjacent to each switch, or indirect panel lighting adjacent to the controls.

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## **Fast Idle System**

A fast idle system shall be provided and controlled by the cab-mounted switch. The system shall increase engine idle speed to a preset RPM for increased alternator output.

## **Electrical System**

The cab and chassis system shall have a centrally located electrical distribution area. All electrical components shall be located such that standard operations shall not interfere with or disrupt vehicle operation. An automatic thermal-reset master circuit breaker compatible with the alternator size shall be provided. Automatic-reset circuit breakers shall be used for directional lights, cab heater, battery power, ignition, and other circuits. An access cover shall be provided for maintenance access to the electrical distribution area.

A 6 place, constantly hot, and 6 place ignition switched fuse panel and ground for customer-installed radios and chargers shall be provided at the electrical distribution area. Radio suppression shall be sufficient to allow radio equipment operation without interference.

All wiring shall be mounted in the chassis frame and protected from impact, abrasion, water, ice, and heat sources. The wiring shall be color-coded and functionally-labeled every 3" on the outer surface of the insulation for ease of identification and maintenance. The wiring harness shall conform to SAE 1127 with GXL temperature properties. Any wiring connections exposed to the outside environment shall be weather-resistant. All harnesses shall be covered in a loom that is rated at 280 degrees F to protect the wiring against heat and abrasion.

A Vehicle Data Computer (VDC) shall be supplied within the electrical system to process and distribute engine and transmission Electronic Control Module (ECM) information to chassis system gauges, the message center, and related pump panel gauges. Communication between the VDC and chassis system gauges shall be through a 4 wire multiplexed communication system to ensure accurate engine and transmission data is provided at the cab dash and pump. The VDC shall be protected against corrosion, excessive heat, vibration, and physical damage.

Two (2) dual rectangular sealed beam halogen headlights shall be installed on the front of the cab, one (1) on each side, mounted in a polished chrome-plated bezel. The low beam headlights shall activate with the release of the parking brake to provide daytime running lights (DRL) for additional vehicle conspicuity and safety. The headlight switch shall automatically override the DRL for normal low beam/high beam operation.

## **Cab Crashworthiness Requirement**

The apparatus cab shall meet and/or exceed relevant NFPA 1901 load and impact tests required for compliance certification with the following:

Side Impact Dynamic Pre-Load per SAE J2422 (Section 5).

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Testing shall meet and/or exceed defined test using 13,000 ft-lbs. of force as a requirement. The cab shall be subject to a side impact representing the force seen in a roll-over. The cab shall exhibit minimal to no intrusion into the cab's occupant survival space, doors shall remain closed and cab shall remain attached to frame.

Cab testing shall be completed using 13,776 ft-lbs. of force **exceeding** testing requirements.

Quasi-static Roof Strength (proof loads) per SAE J2422 (Section 6) / ECE R29, Annex 3, paragraph 5.

Testing shall meet and/or exceed defined test using 22,046 lbs. of mass as a requirement. Testing shall be completed using platen(s) distributed uniformly over all bearing members of the cab roof structure.

Cab testing shall be completed using 23,561 lbs. of mass **exceeding** testing requirements. The cab shall exhibit minimal to no intrusion into the cab's occupant survival space and doors shall remain closed.

Additional cab testing shall be conducted using 117,336 lbs. of mass **exceeding** testing requirements by **over five (5) times**. The cab shall exhibit minimal to no intrusion into the cab's occupant survival space and the doors shall remain closed.

Frontal Impact per SAE J2420.

Testing shall meet and/or exceed defined test using 32,549 ft-lbs. of force as a requirement. The cab shall be subject to a frontal impact as defined by the standard. The cab shall exhibit minimal to no intrusion into the cab's occupant survival space, doors shall remain closed and cab shall remain attached to frame.

Cab testing shall be completed using 34,844 ft-lbs. of force **exceeding** testing requirements.

Additional cab testing shall be conducted using 65,891 ft-lbs. of force **exceeding** testing requirements by **over two (2) times**.

The cab shall meet all requirements to the above cab crash worthiness; **NO EXCEPTIONS**.

A copy of a certificate or letter verifying compliance to the above performance by an independent, licensed, professional engineer shall be provided upon request.

For any or all of the above tests, the cab manufacturer shall provide either photographs or video footage of the procedure upon request.

## ISO Compliance

The manufacturer shall ensure that the construction of the apparatus cab shall be in conformance with the established ISO-compliant quality system. All written quality procedures and other procedures referenced within the pages of the manufacturer's Quality Manual, as well as all

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Work Instructions, Workmanship Standards, and Calibration Administration that directly or indirectly impacts this process shall be strictly adhered to. By virtue of its ISO compliance the manufacturer shall provide an apparatus cab that is built to exacting standards, meets the customer's expectations, and satisfies the customer's requirements.

## **CAB ROOF**

### **Raised Roof**

The rear portion of the cab roof shall be raised 12". This will provide at least 5' 7" standing room. The front of the vista hood shall be sloped at 45 degrees from the vertical. The slope shall begin slightly in front of the centerline of the front axle to leave room for warning lights and air conditioning in front of the vista. The main roof extrusion shall extend up into the vista to strengthen the roof perimeter. Windows shall be provided on front, side, and rear unless otherwise specified.

The rear door shall have an 85" vertical dimension for improved ingress/egress characteristics.

## **GRILLE**

### **GRILLE, CHROME**

The front cooling air intake grille shall be constructed of stainless steel mesh and supported by an impact-resistant chrome plated ABS frame providing no less than 81% open area for excellent cooling performance.

## **CAB DOORS**

### **Rear Cab Door Position**

The cab rear doors shall be moved to the rear of the wheel opening. This door placement facilitates easier entry and egress by reducing the rear facing seat protrusion into the door opening.

Rear door position to the 58" or (medium cab).

### **Cab Front Door Windows**

Driver and officer door windows shall have the support pillar located toward the front of the window. There shall be a vent that can be opened and closed within the window itself, located towards the front.

### **Rear Cab Door Windows**

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The rear cab door windows shall be manually operated to raise and lower.

## **Cab Front Windows**

The front windows of the cab shall have manual actuation.

## **Cab Door Locks**

Each cab door shall have a manual operated door lock actuated from the interior of each respective door. Exterior of each cab door shall be provided with a barrel style keyed lock below the cab door handle.

## **Cab Door Locks**

The cab shall have 1250 keyed door locks provided on exterior doors to secure the apparatus.

## **Cab Door Exterior Latches**

All cab doors shall have "L" style exterior door latches.

## **Cab Door Handle Scuff Plates**

A stainless steel scuff plate shall be installed at all cab door "L" handles for added paint protection.

## **Cab Door Panels**

The inner door panels shall be made from 1/8" (.125") aluminum plate painted Zolatone gray for increased durability. The cab door panels shall incorporate an easily removable panel for access to the latching mechanism for maintenance or service.

## **Cab Door Reflective Material**

Reflective Red/Lemon Yellow material striping shall be supplied on each of the cab doors. The stripes shall be angled from the lower outer corner to the upper inside corner, forming an "A" shape when viewed from the rear. The reflective material shall be at least 96 square inches to meet NFPA 1901 requirements.

## **Cab Door Area Lighting**

There shall be four (4) clear TecNiq model T440 4" circular LED lights provided to illuminate the cab step well area. Each light shall be mounted in a resilient shock absorbent grommet and be located on each cab door in the inboard position. Each light shall be activated by the cab door ajar circuit.

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## **MIRRORS**

### **Mirror Extension**

There shall be a 2" extension provided for each Ramco mirror.

### **Cab Mirrors**

Two (2) Ramco model 6001FFR remote controlled aluminum mirrors shall be installed. The mirrors shall incorporate a full face main section with a convex mirror with housing model CAS750, mounted to the top. The adjustment of main sections shall be through dash mounted switches. Location: mounted on front corners of cab.

## **MISC EXTERIOR CAB**

### **Cab Canopy Window**

There shall be a fixed window provided between the front and rear doors on the driver's side of the cab.

Window dimensions shall be as follows:

- 44" C/A cab (short cab): 16"W x 24.5"H
- 58" - 80" C/A cab (medium - extended): 26.69"W x 24.5"H

### **Cab Canopy Window**

There shall be a fixed window provided between the front and rear doors on the officer's side of the cab.

Window dimensions shall be as follows:

- 44" C/A cab (short cab): 16"W x 24.5"H
- 58" - 80" C/A cab (medium - extended): 26.69"W x 24.5"H

### **Front Mud Flaps**

Black linear low density polyethylene mud flaps shall be installed on the rear of the cab front wheel wells. The design of the mud flaps shall have corrugated ridges to distribute water evenly.

### **Handrails Front Cab Doors**

Cab door assist handrails shall consist of two (2) 1.25" diameter x 18" long 6063-T5 anodized aluminum tubes mounted directly behind the driver and officer door openings one each side of

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the cab. The handrails shall be machine extruded with integral ribbed surfaces to assure a good grip for personnel safety. Handrails shall be installed between chrome end stanchions and shall be positioned at least 2" from the mounting surface to allow a positive grip with a gloved hand.

## **Handrails Rear Cab Doors**

Cab door assist handrails shall consist of two (2) 1.25" diameter x 36" long 6063-T5 anodized aluminum tubes mounted directly behind the driver and officer rear door openings one each side of the cab. The handrails shall be machine extruded with integral ribbed surfaces to assure a good grip for personnel safety. Handrails shall be installed between chrome end stanchions and shall be positioned at least 2" from the mounting surface to allow a positive grip with a gloved hand.

## **Rear Cab Wall Construction**

The rear cab wall shall be constructed with the use of 3/16" aluminum diamond plate interlocking in aluminum extrusions.

## **Receptacle Mounting Plate**

A mounting plate shall be provided for the battery charger receptacle, battery charger indicator and if applicable the air inlet, etc. The plate shall be constructed of 14 gauge brushed finish stainless steel and be removable for service access to the receptacle(s) and indicator.

# **HVAC**

## **Air Conditioning**

An overhead air-conditioner / heater system with a single radiator mounted condenser shall be supplied.

The unit shall be mounted to the cab interior headliner in a mid-cab position, away from all seating positions. The unit shall provide ten (10) comfort discharge louvers, four (4) to the back area of the cab and six (6) to the front. These louvers will be used for AC and heat air delivery. Two (2) additional large front louvers shall be damper controlled to provide defogging and defrosting capabilities to the front windshield as necessary.

The unit shall consist of a high output evaporator coil and heater core with one (1) high output dual blower for front air delivery, and two (2) high performance single wheel blowers for rear air delivery.

The control panel shall actuate the air-distribution system with air cylinders, which are to be separated from the brake system by an 85-90 psi pressure protection valve. A three-speed blower switch shall control air speed.

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The condenser shall be radiator mounted and have a minimum capacity of 65,000 BTU's and shall include a receiver drier.

Performance Data: (Unit only, no ducting or louvers)

AC BTU: 55,000

Heat BTU: 65,000

CFM: 1300 @ 13.8V (All blowers)

The compressor shall be a ten-cylinder swash plate type Seltec model TM-31HD with a capacity of 19.1 cu. in. per revolution.

The system shall be capable of cooling the interior of the cab from 100 degrees ambient to 75 degrees or less with 50% relative humidity in 30 minutes or less.

## **HVAC Control Location**

Heating and air conditioning controls shall be located in the center dash area upper tier offset to driver side.

## **SEATS**

### **Seating**

All seats shall be Seats, Inc. 911 brand.

### **Seat, Driver**

Seats, Inc. 911 air suspension seat shall be supplied for the driver's position.

Features shall include:

- Universal styling
- High back seat back
- Low profile air suspension assembly with rubber accordion cover
- Weight, height and ride adjustment
- Built-in back and lumbar adjustment
- 4" fore and aft adjustment

All seat positions shall have a bright red retractable 3-point lap and shoulder harness, providing additional safety and security for personnel. Extensions shall be provided with the seat belts so the male end can be easily grasped and the female end easily located while sitting in a normal position.



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## **Seat, Officer**

One (1) Seats, Inc. 911 Universal fixed SCBA seat shall be supplied for the officer's position in front of the cab to the right of the driver's position.

Features shall include:

- Universal styling.
- High back seat back.
- Built-in back and lumbar adjustment.
- Easy exit, flip up, and split headrest for improved exit with SCBA.

All seat positions shall have a bright red retractable 3-point lap and shoulder harness, providing additional safety and security for personnel. Extensions shall be provided with the seat belts so the male end can be easily grasped and the female end easily located while sitting in a normal position.

## **Seat, Rear Facing**

One (1) Seats, Inc. 911 Universal SCBA seat shall be provided in the rear facing position over the driver side wheel well.

Features shall include:

- Universal styling.
- High back seat back.
- Easy exit, flip up, and split headrest for improved exit with SCBA.

All seat positions shall have a bright red retractable 3-point lap and shoulder harness, providing additional safety and security for personnel. Extensions shall be provided with the seat belts so the male end can be easily grasped and the female end easily located while sitting in a normal position.

## **Seat, Rear Facing**

One (1) Seats, Inc. 911 Universal SCBA seat shall be provided in the rear facing position over the officer side wheel well.

Features shall include:

- Universal styling.
- High back seat back.
- Easy exit, flip up, and split headrest for improved exit with SCBA.

All seat positions shall have a bright red retractable 3-point lap and shoulder harness, providing additional safety and security for personnel. Extensions shall be provided with the seat belts so

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the male end can be easily grasped and the female end easily located while sitting in a normal position.

## **Seat Fabric Color**

All seats shall be gray in color.

## **Seating Capacity Tag**

A tag that is in view of the driver stating seating capacity of six (6) personnel shall be provided.

## **Seat, Rear Wall**

Two (2) Seats, Inc. 911 Universal SCBA seat backs and a two (2) person bench style seat bottom with a single cushion shall be mounted on the rear wall of the cab. Each side of the seat riser shall be angled, providing sufficient leg room while entering and exiting the cab.

Features shall include:

- Universal styling.
- Easy exit, flip-up, and split head rest for improved exit with SCBA.
- Bench cushion shall be constructed of high-density foam with a heavy duty wear resistant material.

All seat positions shall have a bright red retractable 3-point lap and shoulder harness, providing additional safety and security for personnel. Extensions shall be provided with the seat belts so the male end can be easily grasped and the female end easily located while sitting in a normal position.

## **Seat Cover Material**

All seats shall have Turnout Tuff seat cover material.

## **Seat Belt Extenders**

**QTY: 6**

Ready Reach seat belt extenders shall be provided. The extender shall include an arm that places the shoulder belt D-loop in a closer, easier to reach location.

The extenders shall be provided for the driver's seat, officer's seat, rear facing driver's side, inboard driver's side rear wall, inboard officer's side rear wall, rear facing officer's side seat.

## **SCBA Brackets SmartDock**

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## **QTY: 5**

An IMMI SmartDock Gen2 SCBA storage bracket shall be provided. The SmartDock is a strap-free docking station that offers single-motion SCBA insertion and hands-free release when the firefighter stands up to exit the seat. SmartDock has undergone extensive testing to ensure that it meets or exceeds industry standards. When evaluated to the NFPA 1901 Standard for Automotive Fire Apparatus, SmartDock met requirements for retaining both the cylinder and the pack in dynamic testing.

Location: Officer's seat, Both Rear Facing Seats, and Both Forward Facing Seats.

## **MAP BOX**

### **Map Box Suspended**

An aluminum map/storage box shall be installed in the cab. The map box shall be constructed of 1/8" (.125) inch smooth aluminum. Two (2) hinged drop down doors, with push button latches, shall be installed on the front of the box for the access to two (2) storage areas (separated by a vertical divider). Each storage area shall have one (1) horizontal fixed shelf for storage of ring binders, map books, etc. Each latch shall have a 25 lb. rating.

The map box shall be mounted on the vertical uprights in the center of the cab between the driver and officer seating positions. The map box shall be secured and tested to meet with current N. F. P. A. requirements.

Approximate Dimensions:

Divided Storage area - 34" W x 6" H x 13.5" D.

## **MISC INTERIOR CAB**

### **Cab Interior Color**

Cab instrument panel, overhead console, trim panels, headliner, and door panels shall be gray.

### **Sun Visors**

Padded sun visors shall be provided for the driver and officer matching the interior trim of the cab and shall be flush mounted into the underside of the overhead console.

### **Engine Cover**

The engine cover shall blend in smoothly with the interior dash and flooring of the cab. The upper left and right sides shall have a sloped transition surface running front to rear providing increased space for the driver and officer.

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The engine cover and engine service access door cover shall be molded 18 lb/cu. ft. (+/-0.5) flexible integral skinned polyurethane foam at a Durometer of 60 (+/- 5.0) per ASTM F1957-99. The cover shall be approximately .5" thick with a minimum skin thickness of 0.0625 inches. The cover shall be provided to reduce the transmission of noise and heat from the engine. The cover shall be black and feature a pebble grain finish for slip resistance.

## **Cab Dash - Severe Duty**

The center and officer side dash shall be constructed from .125" smooth aluminum plate painted to match the cab interior. The officer side dash panel shall be lowered to provide increased visibility. A hinged access panel shall be provided on top of the center dash to provide easy access to components within.

The lower kick panels below the dash to be constructed from .125" aluminum smooth plate painted to match cab interior. The panels shall be removable to allow for servicing components that may be located behind the panels.

## **MDT Bracket**

One (1) Havis model C-MD-107 slide-out mount with a model C-HDM-135 mounting base shall be provided on the officer side cab dash. A Havis model UT-101 universal laptop computer mount shall be provided on the slide-out.

## **Medical Glove Boxes**

**QTY: 3**

A medical glove box shall be provided inside the cab. The box shall have a slotted hinged lid that shall allow gloves to be removed with the lid in the closed position.

## **Rear Cab Wall Overlay**

The rear wall of the cab shall be overlaid with 3/16" aluminum plate on either side of the forward facing crew seats. The aluminum plate shall cover as much of the rear wall as practical and provide sturdy tool mounting base.

## **Storage Under Bench Seat**

There shall be two (2) hinged doors provided; one (1) each side of the seat riser enabling access to store equipment below the rear wall bench seat.

# **CAB ELECTRICAL**

## **Cab Dome Lights**

# **CITY OF BLOOMINGTON FIRE DEPARTMENT**

A Weldon LED dome light assembly with one (1) white lens and one (1) red lens and plastic housing shall be installed. The white light activates with appropriate cab door and light assembly switch, the red light activates with light assembly mounted switch only.

There shall be two (2) mounted in the front of the cab, one (1) in the driver and one (1) in the officer ceiling.

There shall be two (2) mounted in the rear of the cab, one (1) in the driver side and one (1) in the officer side ceiling.

## **Auto-Eject Battery Charger Receptacle**

The battery charger receptacle shall be a Kussmaul 20 amp NEMA 5-20 Super Auto-Eject #091-55-20-120 with a cover. The Super Auto-Eject receptacle shall be completely sealed and have an automatic power line disconnect.

The receptacle shall be located outside driver's door next to handrail and the cover color shall be Yellow.

## **English Dominant Gauge Cluster**

The cab operational instruments shall be located in the dashboard on the driver side of the cab and shall be clearly visible. The gauges in this panel shall be English dominant and shall be the following:

- Speedometer/Odometer
- Tachometer with integral hour meter
- Engine oil pressure gauge with warning light and buzzer
- Engine water temperature gauge with warning light and buzzer
- Two (2) air pressure gauges with a warning light and buzzer (front air and rear air)
- Fuel gauge
- Voltmeter
- Transmission oil temperature gauge

This panel shall be backlit for increased visibility during day and night time operations.

## **Cab Turn Signals**

There shall be a pair of Whelen 600 LED (Light Emitting Diode) turn signal light heads with populated arrow pattern and amber lens mounted upper headlight bezel and wired with weatherproof connectors.

## **LED Cab Headlights**

JW Speaker LED headlight model 8800 shall be provided. LED lights shall be provided in the low and high beam position of the head lamp assembly.

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## **Cab 12 Volt Outlet**

A plug-in type receptacle for hand held spotlights, cell phones, chargers, etc. shall be installed officer side dash. The receptacle shall be wired battery hot.

## **Battery Charger Location**

The battery charger shall be located behind driver's seat.

## **Battery Charger**

A Kussmaul LPC 20 battery charger with remote mounted LED display shall be installed.

A fully automatic charging system shall be installed on the apparatus. The system shall have a 120 volt, 60 hertz, 7 amp AC input with an output of 20 amps 12 volts DC. The battery charging system shall be connected directly to the shoreline to ensure the batteries remain fully charged while the vehicle is in the fire station or firehouse.

The system shall include a remote charging status indicator panel. The panel shall consist of two (2) LED lights to provide a visual signal if battery voltage is good or drops below 11.5 volts. The microprocessor shall be continuously powered from the battery to provide the charge status.

## **Cab Headlights**

The quad cab headlight bezels shall contain rectangular sealed beam halogen lights.

## **DPF Regeneration Override**

A momentary override switch shall be provided for the Diesel Particulate Filter (DPF) regeneration. The switch will inhibit the regeneration process until the switch is reset or the engine is shut down and restarted. The switch shall be located within reach of the driver.

## **Officer Speedometer**

A speedometer shall be provided in the officer side multiplex display in the cab.

## **Antenna Base**

There shall be a Tescos P/N 90942 universal antenna base mounted on the cab roof with a weatherproof connector. The antenna base shall be NMO Motorola Style (equivalent to a MATM style) with RG58U coax cable. The antenna shall be located (location to be specified).

## **BODY**

### **Stainless Steel Body Construction**

# **CITY OF BLOOMINGTON FIRE DEPARTMENT**

The compartment floors, front panels, vertical side sheets, rear walls, door openings, wheel wells, compartment panels, dividing walls, and reinforcements shall be constructed of 12 gauge 304L stainless steel material. The exterior of the body shall be prepared for job color paint finish.

To eliminate unnecessary seams and overlapping areas, the construction of all component panels shall feature brake-formed fabrication. Angle iron framing is not acceptable. Component panels shall be in single metal sections wherever possible.

The assembly of body component panels shall be with inert gas, continuous feed welders. Stick welding is not acceptable. The use of sheet metal fasteners in assembly of body components is unacceptable.

Structural supports shall be incorporated into the overall design to provide the necessary support for component panels and body modules.

The body shall be a free standing module supported only by the top of the frame rails using a transverse 3/16" thick 304L stainless steel structure assembly. This structure shall be secured in a minimum of four (4) locations, using a double flex mount system and angle brackets bolted to both the body structural assembly and the sides of the chassis frame rails using Grade 8 fasteners. Mylar shall be used to isolate the structural assembly from the frame rails. A body substructure using carbon steel, outrigger arms or any other mounting method is not acceptable. This design is required to eliminate shift and stress on the body module and component panels.

Each compartment door opening shall have at least a double brake-formed door jamb. The brake formed door jamb is required for superior strength and body construction integrity. Doors that seal only at the exterior surface of the body or utilize only a single brake-formed door jamb are not acceptable.

The compartment floor construction shall permit easy cleaning with a true sweep-out design. The outer floor area, making up the compartment door jamb, shall incorporate a triple brake-formed construction for recessed door seal inboard of the exterior of the body. This shall be required to eliminate road splash and debris from entering the compartments at floor level. Angles, lips, or door moldings are not acceptable in the base of the door opening. There shall be a minimum of two (2) 3/8" drain holes in the compartment floors.

Each interior compartment seam shall be sealed with a silver silicone caulk. The rear walls of each compartment shall be provided with a bright stainless steel louvered vent.

## **BODY COMPARTMENTS LEFT SIDE**

### **Driver Side Body Compartments**

Compartment L1, ahead of the rear wheels, shall be 42.0" wide x 63.0" high x 26.0" deep.

Compartment L2, above the rear wheels, shall be 60.0" wide x 33.0" high x 26.0" deep.

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Compartment L3, behind the rear wheels, shall be 48.0" wide x 63.0" high x 26.0" deep.

## **BODY COMPARTMENTS RIGHT SIDE**

### **Officer Side Compartments**

Compartment R1, ahead of the rear wheels, shall be 42.0" wide x 63.0" high x 26.0" deep in lower section and 12.0" deep in the upper section.

Compartment R2, above the rear wheels, shall be 60.0" wide x 33.0" high x 12.0" deep.

Compartment R3, behind the rear wheels, shall be 48.0" wide x 63.0" high x 26.0" deep in lower section and 12.0" deep in the upper section.

## **BODY COMPARTMENT REAR**

### **Rear Panel Area**

The entire rear panel of the body shall be covered using smooth FRP panels for application of the Chevron graphics. The rear panel area shall be of the flat back body design.

A 12" deep rear tailboard of 3/16" aluminum treadplate shall be provided full width of the body. The standing surface of the tailboard shall be provided with non-skid Bustin Tread welded inserts.

Grab rails shall be provided one each side on the rear of the body, and a horizontal grab rail shall be provided below the hose bed.

### **Rear Panel Compartment**

Compartment B1, located centered ahead of the rear tailboard, shall be 46" wide x approximately 40" high x 30" deep. Solid walls shall be provided on both sides of the rear compartment. This compartment shall be of 12 gauge 304L stainless steel.

## **DOORS**

### **Roll Up Compartment Doors**

**QTY: 7**

A ROM brand roll up door with satin finish shall be provided on all compartments. The door(s) shall be installed in the following location(s): L1, L2, L3, R1, R2, R3, and B1.



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The Robinson door slats shall be double wall box frame and manufactured from anodized aluminum. The slats shall have interlocking end shoes on each slat. The slats shall have interlocking joints with a PVC/vinyl inner seal to prevent any metal to metal contact and inhibit moisture and dust penetration.

The track shall be anodized aluminum with a finishing flange incorporated to provide a finished look around the perimeter of the door without additional trim or caulking. The track shall have a replaceable side seal to prevent water and dust from entering the compartment.

The doors shall be counterbalanced for ease in operation. A full width latch bar shall be operable with one hand, even with heavy gloves. Securing method shall be a positive latch device.

A magnetic type switch integral to the door shall be supplied for door ajar indication and compartment light activation.

The door opening shall be reduced by 2" in width and approximately 8-9" in height depending on door height.

### **Drip Pan**

A ROM drip pan shall be supplied for each roll-up door. The drip pan shall be made from a high strength aluminum alloy. The splashguard and end caps shall be made from extruded and injection molded high-impact plastic. Drip pan location(s): L1, L2, L3, R1, R2, R3, B1.

## **SHELVES**

### **Adjustable Shelves 26" Deep**

#### **QTY: 5**

There shall be an aluminum adjustable shelf provided for compartment L1, L2, L3, R1, and R3.

The shelf shall be constructed of 3/16" (.187") smooth aluminum plate. The shelf shall have a minimum 2" front and rear lips to accommodate optional plastic interlocking compartment tile systems. For additional strength and reinforcement of the shelf a return break shall be provided on the outward lip. The adjustable shelf shall be capable of holding 250 lbs.

The shelf shall be sized, width and depth, to match the size and location in the compartment.

### **Adjustable Shelf 12" Deep**

There shall be an aluminum adjustable shelf provided in the upper area of compartment R3 upper, the shelf shall be notched into extended side compartment area.

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The shelf shall be constructed of 3/16" (.187") smooth aluminum plate. The shelf shall have a minimum 2" front and rear lips to accommodate optional plastic interlocking compartment tile systems. The adjustable shelf shall be capable of holding 100 lbs.

The shelf shall be sized, width and depth, to match the size and location in the compartment.

### **Adjustable Tracks 26" Deep**

**QTY: 5**

Tracks shall be provided in L1, L2, L3, R1, R3 for use with adjustable shelves and/or trays in deep non-transverse compartments. The tracks shall be vertically mounted and attached to the side and/or rear walls of the compartments.

### **Adjustable Track 12" Deep**

Tracks shall be provided in R3 upper for use with shallow depth adjustable shelves. The tracks shall be vertically mounted and attached to the side and/or rear walls of the compartments.

### **Permanent Shelves**

**QTY: 2**

There shall be a permanent mounted stainless steel shelf provided for compartment R1, R3. The shelf shall be at the offset within the compartment.

The shelf shall be constructed of 12ga stainless steel. The shelf shall have a minimum 2" front lip for added strength and reinforcement and to accommodate optional plastic interlocking compartment tile systems.

The shelf shall be capable of holding 250 lbs.

### **Bolt in Shelves**

**QTY: 3**

There shall be a bolt in mounted aluminum shelf provided for compartments L2 and L3.

The shelf shall be constructed of 3/16" (.187") smooth aluminum plate. The shelf shall have a minimum 2" front lip for added strength.

The shelf shall be capable of holding 250 lbs.

Locate One (1) in L2, Two (2) in L3.

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## **COMPARTMENT DIVIDERS**

### **Partitions Vertical Bolt-In**

**QTY: 11**

Partition, bolt-in vertical partition wall. Locate in L1, L2, L3, R1, and R3. Partition constructed out of 3/16" 3003 smooth plate.

Locate One (1) in L1, Three (3) in L2, Two (2) in L3, One (1) R1, and Four (4) in R3.

## **TRAYS AND TOOLBOARDS**

### **Roll-Out Tray**

There shall be a floor mounted roll-out tray provided in compartment B1.

The roll-out tray shall be constructed of 3/16" (.187") smooth aluminum plate with a sanded finish and welded corners for increased strength and rigidity. The tray shall be sized in width and depth as applicable.

For greater tray accessibility, the drawer slides shall feature one hundred percent extension. The tray shall utilize a gas spring to secure the tray in the open or closed position.

The tray shall have a total capacity of 500 lbs.

### **Roll-Out/Tilt-Down Tray**

A roll-out/tilt-down tray shall be adjustable mounted in compartment L1. For use on single depth or rescue style compartments.

The tray shall be constructed of 3/16" (.187) aluminum with welded corners for strength and rigidity. The tray shall be sized in width and depth as applicable.

An Innovative Industries SlideMaster Tip Down frame and channel assembly shall be provided for the tray for the ease of operation and long service life. A positive twist lock shall be provided to lock the tray in the stored position. The tray shall roll out approximately 90% from its stored position and shall tip 30 degrees from horizontal.

The capacity rating of the tray, in the extended position, shall be 250 lbs. distributed.

### **Toolboards Adjustable**

**QTY: 3**

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Adjustable roll-out aluminum toolboards shall be provided for compartment L1.

The toolboards shall be constructed of 3/16" (.187") smooth aluminum plate with a sanded finish and be sized in height and depth as applicable.

The toolboards shall be mounted on drawer slides at the top and bottom that will permit the board to roll out of the compartment for easier access to tools and/or equipment. The slide mechanisms shall have ball bearings for ease of extension and retraction operation and dependable service. The toolboards shall be mounted at top and bottom on adjustable tracking for ease of placement. Slide extends up to 36 inches.

The capacity rating shall be 500 lb. maximum at full extension. A latch shall be utilized to secure the toolboards in the open or closed position.

## **COVERS**

### **Hose Bed Cover**

A cover constructed of Red 18 oz. PVC vinyl coated polyester shall be installed over the apparatus hose bed. The base fabric shall be 1000 x 1300 Denier Polyester with a fabric count of 20 x 20 square inch.

The front edge of the cover shall be mechanically attached to the body. The sides of the cover shall be held in place with heavy duty Velcro strips running the length of the hose bed. The rear of the cover shall have an integral flap that extends down to cover the rear of the hose bed. This flap shall be secured in place with heavy duty nylon straps to comply with the latest edition of NFPA 1901.

### **Vinyl Crosslay Cover**

A cover constructed of Red 18 oz. PVC vinyl coated polyester shall be installed on the crosslay. The base fabric shall be 1000 x 1300 Denier Polyester with a fabric count of 20 x 20 per square inch.

The cover shall be held in place across the top of the body by chrome snaps. The sides of the cover shall have integral flaps that extend down to cover the sides of the crosslay. The side flaps shall be secured in place to comply with the latest edition of NFPA 1901.

## **PUMP MODULE**

### **Pump Module Width**

Pump module shall be 76" wide.

### **Lower Pump Module**

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A lower pump enclosure module shall be installed. The substructure shall be constructed entirely of 12 gauge 304L stainless steel using a break-formed design for the components. Transverse 3/16" thick 304L stainless steel break-formed cross members shall support the 12 gauge substructure and the exterior panels independently from the cab and rear body of the apparatus. The cross members shall be isolated from the frame rails using Mylar.

The pump module shall be 50" wide front to back, plus flex joints.

The pump enclosure shall be 76" wide side to side, plus running boards.

The pump enclosure shall be a free standing module supported only by the top of the frame rails, in a minimum of four places, and secured with angle brackets bolted to both the pump enclosure support cross rails and the side of the chassis frame rails. This design is required to eliminate shift and stress on the pump enclosure, pump panels and running boards. A pump enclosure constructed using carbon steel or any other mounting method is not acceptable.

Maximum size brushed stainless steel fully removable bolt-on access panels shall be installed on each side of the pump enclosure.

All side panels, instrument panels, and bezels shall be cut and de-burred to eliminate sharp edges. For best uniform appearance, all brushed finish on the stainless steel trim pieces shall run in the same horizontal direction.

## **Running Boards**

Two (2) 3/16" non-skid aluminum treadplate running boards shall be bolted to the pump enclosure substructure. Running boards shall be a minimum of 12" deep. For increased slip resistance, the standing surface of the running boards shall be provided with Bustin Tread non-skid inserts.

## **Upper Pump Module**

The upper pump enclosure area shall be built of 304L stainless steel with brushed stainless steel outer trim to blend with the lower module trim pieces.

## **Crosslay Preconnects**

Three (3) preconnected crosslay compartments shall be provided at the rear of the upper pump module. The crosslay dividers shall be 1/4" thick smooth aluminum with DA finish.

There shall be a stainless steel floor which shall include holes for ventilation and cut-outs for the swivel elbows to allow preconnected hose to be deployed from both sides of the truck.

The (3) crosslays shall each accommodate up to 300' of double jacket preconnected hose in a double stack.

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## **Storage Area**

The remaining area above the enclosure shall be used for top open miscellaneous equipment storage. The floor in this area shall be non-skid aluminum treadplate.

## **PUMP PANELS**

### **Side Mount Pump Panels**

The driver and officer side pump panels shall be constructed of 14 gauge stainless steel. Each panel shall have the ability to be removed from the module for easier access and for maintenance in the pump area.

### **Control Panel Access**

The gauge panel shall swing downward/forward for access to electrical connections on panel. Includes two (2) cable hold opens, and push button latches.

## **MISC PUMP PANEL**

### **Pump Panel Tags**

Color coded pump panel labels shall be supplied to be in accordance with NFPA 1901 compliance.

## **WATER TANK**

### **780 Gallon Water Tank**

A 780 gallon (U.S.) "R" booster tank shall be supplied.

The booster tank shall be constructed of polypropylene material. The booster tank shall be completely removable without disturbing or dismounting the apparatus body structure. The top of the booster tank is fitted with removable lifting assembly designed to facilitate tank removal.

The booster tank top, sides, and bottom shall be constructed of a minimum 1/2" (0.50") thick black UV-stabilized copolymer polypropylene. Joints and seams shall be fused using nitrogen gas as required and tested for maximum strength and integrity. The tank construction shall include technology wherein a sealant shall be installed between the plastic components prior to being fusion welded. This sealing method will provide a liquid barrier offering leak protection in the event of a weld compromise. The tank cover shall be constructed of 1/2" thick polypropylene and UV stabilized, to incorporate a multi-piece locking design, which allows for individual removal and inspection if necessary. The tank cover(s) shall be flush or recessed 3/8" from the top of the tank and shall be fused to the tank walls and longitudinal partitions for

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maximum integrity. Each one of the covers shall have hold downs consisting of 2" minimum polypropylene dowels spaced a maximum of 40" apart. These dowels shall extend through the covers and will assist in keeping the covers rigid under fast filling conditions.

The tank shall have a combination vent and manual fill tower with a hinged lid. The fill tower shall be constructed of 1/2" polypropylene and shall be a typical dimension of 8" x 8" outer perimeter (subject to change for specific design applications). The fill tower shall be blue in color indicating that it is a water-only fill tower. The tower shall have a 1/4" thick removable polypropylene screen and a polypropylene hinged cover. The capacity of the tank shall be engraved on the top of the fill tower lid.

The booster tank shall have two (2) tank plumbing openings. One (1) for a tank-to-pump suction line with an anti-swirl plate, and one (1) for a tank fill line. All tank fill couplings shall be backed with flow deflectors to break up the stream of water entering the tank, and be capable of withstanding sustained fill rates per the tank fill inlet size.

The sump shall be constructed of a minimum of 1/2" polypropylene. The sump shall have a minimum 3" N.P.T. threaded outlet for a drain plug per NFPA. This shall be used as a combination clean-out and drain. All tanks shall have an anti-swirl plate located approximately 3" above the inside floor.

The transverse and longitudinal swash partitions shall be manufactured of a minimum of 3/8" polypropylene. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All swash partitions interlock with one another and are completely fused to each other as well as to the walls of the tank. All partitions and spacing shall comply with NFPA 1901. The walls shall be welded to the floor of the tank providing maximum strength.

Inside the fill tower there shall be a combination vent/overflow pipe. The vent overflow shall be a minimum of schedule 40 polypropylene pipe with an I.D. of 3" or larger that is designed to run through the tank. This outlet shall direct the draining of overflow water past the rear axle, thus reducing the possibility of freeze-up of these components in cold environments. This drain configuration shall also assure that rear axle tire traction shall not be affected when moving forward.

The booster tank shall undergo extensive testing prior to installation in the truck. All water tanks shall be tested and certified as to capacity on a calibrated and certified tilting scale.

Each tank shall be weighed empty and full to provide precise fluid capacity. Each tank shall be delivered with a Certificate of Capacity delineating the weight empty and full and the resultant capacity based on weight. Engineering estimates for capacity calculations shall not be permitted for capacity certification. The tank must be designed and fabricated by a tank manufacturer that is ISO 9001:2008 certified in each of its locations. The ISO certification must be to the current standard in effect at the time of the design and fabrication of the tank.

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A tag shall be installed on the apparatus in a convenient location and contain pertinent information including a QR code readable by commercially available smart phones. The information contained on the tag shall include the capacity of the water and foam(s), the maximum fill and pressure rates, the serial number of the tank, the date of manufacture, the tank manufacturer, and contact information. The QR code will allow the user to connect with the tank manufacturer for additional information and assistance.

The tank shall have a limited Lifetime warranty that provides warranty service for the life of the fire apparatus in which the tank is installed. Warranties are transferable if the apparatus ownership changes by requesting the transfer from the tank manufacturer.

Tank capacity is 780 US gallon / 649 Imperial gallons / 2952 Liters.

## **TANK PLUMBING**

### **Tank Fill 2" Akron Valve**

One (1) 2" pump-to-tank fill line having a 2" manually operated full flow valve. The valve control shall be located at the pump operator's panel and shall visually indicate the position of the valve at all times. The fill line shall be controlled using a chrome handle with an integral tag.

The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position with water flowing through it.

The valve shall be of unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

### **Tank to Pump 3"**

One (1) manually operated 3" Akron valve shall be installed between the pump suction and the booster tank. Includes flex hose with stainless steel hose clamps for connection to the 4" tank sump outlet. The valve control shall be located at the pump operator's panel and shall visually indicate the position of the valve at all times.

The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position and water is flowing through it.



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The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

A check valve shall be provided in the tank to pump supply line to prevent the possibility of "back filling" the water tank. The valve control shall be located at the pump operator's panel and shall visually indicate the position of the valve at all times.

## **LADDER STORAGE**

### **Ladder Brand**

The ladder brand capable of being carried on the unit shall be Alco-Lite.

### **Ladders**

The length of ladders capable of being stored shall be the following: 24' 2-section, 14' roof ladder and 10' attic ladder w/shoes.

### **Storage Tunnel**

A storage tunnel shall be provided, constructed of break formed .125" aluminum sheet, located behind the officer upper compartments. Includes a hinged rear access door (wired to door ajar) with a 2-point bent D-ring latch.

Tunnel shall be capable of holding: (1) 2-section ladder, (1) roof ladder, (1) attic ladder, (2) pike poles, and (2) 6" x 10' hard suction hoses, individually vertically stacked, with stops.

## **HANDRAILS / STEPS**

### **Hose Bed Folding Steps**

Innovative Controls dual lighted LED folding steps shall be positioned to the driver side rear of the body. The steps shall be NFPA compliant for access to the hose bed storage area and in step height and surface area. The steps shall be staggered stepped as applicable with tailboard depth, not applicable with recessed step mounting.

Innovative Controls dual lighted folding step with LED lights integral to the step on the top to provide NFPA requirements of 2 fc (20 lx) on the stepping surface. Folding step shall also have a LED light integral to the bottom of the step to meet NFPA requirements of a stepping surface up to 18" below the step. The folding step shall sustain a minimum static load of 500 lb with a 3 to 1 safety factor. The folding step shall also meet NFPA slip resistance

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qualifications. Corrosion resistance shall be demonstrated by a 1000 hr salt spray test with no visible signs of deterioration of the step body or hardware.

One (1) hand rail shall be installed (as applicable) in compliance with current NFPA. The hand rail shall be constructed of 6063T5 1.25" OD anodized aluminum tube, with an integral ribbed surface to assure a good grip for personnel safety, mounted between chrome stanchions.

## **Intermediate Rear Step**

An 8" deep non-skid aluminum treadplate step with mitered corners shall be installed above the rear panel compartment door opening for ease of access to the upper body area. The step shall include a Bustin tread insert for increased traction and drainage. The width of the step shall be 38" when one rear discharge is selected or 31" when two rear discharges are selected.

## **Folding Steps Front of Body**

**QTY: 10**

Innovative Controls dual lighted LED folding step(s) shall be located five (5) on officer side front compartment face and five (5) on driver side front compartment face. The folding step(s) shall meet current NFPA in step height and surface area.

Innovative Controls dual lighted LED folding step with LED lights integral to the step on the top to provide NFPA requirements of 2 fc (20 lx) on the stepping surface. Folding step shall also have a LED light integral to the bottom of the step to meet NFPA requirements of a stepping surface up to 18" below the step. The folding step shall sustain a minimum static load of 500 lb with a 3 to 1 safety factor. The folding step shall also meet NFPA slip resistance qualifications. Corrosion resistance shall be demonstrated by a 1000 hr. salt spray test with no visible signs of deterioration of the step body or hardware.

Two (2) hand rails (one on each side) shall be installed in compliance with current NFPA. The hand rail shall be constructed of 6063T5 1.25" OD anodized aluminum tube, with an integral ribbed surface to assure a good grip for personnel safety, mounted between chrome stanchions.

## **MISC BODY**

### **Rear Mud Flaps**

The rear tires shall have a set of black mud flaps mounted behind the rear chassis wheels.

### **Hose Bed Divider Hand Holds**

**QTY: 2**

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There shall be a hand hole cut-out(s) on the trailing edge of each hose bed divider. The cut-out(s) is specifically sized for use in adjusting of the hose bed divider.

## **Fuel Fill**

A recessed fuel fill shall be provided at the driver side rear wheel well area.

## **Hose Bed Dividers**

### **QTY: 2**

There shall adjustable hose bed divider(s) provided.

## **Rear Fender Panels**

The construction of the wheel well assemblies shall be an integral part of the overall body design. Rear fender panels shall be formed of 12 gauge 304L stainless steel.

Mirror polished stainless steel fenderettes shall be installed at the outer panels and protrude a maximum of 3/4". Black closed cell foam rubber shall be installed between the flare and outer wheel well panel. Mounting hardware shall not be visible on the exterior of the body.

Bolt-on 16 gauge 304L stainless steel wheel well liners shall be installed, unpainted. A minimum of 1/4" spacing shall be provided at the lower leading and trailing mounting areas for proper drainage and ventilation.

## **Hose Body Area**

The overall body height shall be 94" from the bottom of the body to the top of the upper hose bed side sheets.

The upper hose body shall be 59" wide, constructed of the same 304L stainless steel material as the compartments and shall use welded construction.

Hose bed flooring shall be Duradek T3500 white fiberglass grating installed full length and full width of the hose bed for superior drainage and hose ventilation.

## **Body Rubrail Package**

The main body of the apparatus shall have an extruded aluminum rubrail package installed below the lower side compartments and full width of the rear tailboard. Each rubrail shall include a white reflective surface.

## **SCBA BOTTLE STORAGE**

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## **SCBA Wheel Well Bottle Storage**

**QTY: 7**

The body wheel well area shall store up to seven (7) SCBA bottles- four (4) on the officer side and three (3) on the driver side. The bottles shall be secured in each storage area by a vertical hinged door which shall be secured in the closed position by a push button latch. The doors shall have a brushed stainless steel finish.

Each storage area shall provide individual storage of a bottle and shall not allow forward or rearward movement of the bottle. The bottle(s) shall be removable from the storage area without the bottle(s) coming into contact with any surface area of the wheel well (NO EXCEPTIONS).

## **SCBA Strap**

**QTY: 7**

Straps shall be provided in each exterior storage compartment to provide secondary means to hold each SCBA bottle in the compartment. The straps shall be constructed from 1" nylon webbing formed in a loop. The strap(s) shall be mounted to the storage compartment ceiling directly inside the door opening at each bottle location.

## **PUMP**

### **Pump Rating**

The fire pump shall be rated at 1500 GPM.

### **Fire Pump System**

The pump shall be a midship-mounted Hale QMAX single stage centrifugal pump. The pump shall be mounted on the chassis frame rails of commercial or custom truck chassis and have the capacity of 1,250 to 2,250 gallons per minute (U.S. GPM) NFPA 1901 rated performance, and shall be split-shaft driven from the truck transmission.

The entire pump body and related parts shall be of fine grain alloy cast iron, with a minimum tensile strength of 30,000 psi (207 MPa). All metal moving parts in contact with water shall be of high quality bronze or stainless steel. Pump body shall be horizontally split in two sections, for easy removal of impeller assembly including wear rings and bearings from beneath the pump without disturbing pump mounting or piping.

The pump impeller shall be hard, fine grain bronze of the mixed flow design and shall be individually ground and hand balanced. Impeller clearance rings shall be bronze, easily renewable without replacing impeller or pump volute body, and of wrap-around double labyrinth design for maximum efficiency.

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The pump shaft shall be heat-treated, corrosion-resistant stainless steel and shall be rigidly supported by three (3) bearings for minimum deflection. The sleeve bearing is to be lubricated by a force fed, automatic oil lubricated design, pressure-balanced to exclude foreign material. The remaining bearings shall be heavy-duty, deep groove ball bearings in the gearbox and shall be splash-lubricated. Pump shaft must be sealed with double-lip oil seal to keep road dirt and water out of the gearbox.

Two (2) 6" diameter suction ports with 6" NST male threads and removable screens shall be provided, one each side. The ports shall be mounted one (1) on each side of the midship pump and shall extend through the side pump panels. Inlets shall come equipped with long handle chrome caps.

## **Discharge Manifold**

The pump system shall utilize a stainless steel discharge manifold system that allows a direct flow of water to discharge valves. The manifold and fabricated piping systems shall be constructed of a minimum of Schedule 10 stainless steel to reduce corrosion.

## **Pump Shift**

The pump shift shall be pneumatically-controlled using a power shifting cylinder.

The power shift control valve shall be mounted in the cab and be labeled "PUMP SHIFT". The apparatus transmission shift control shall be furnished with a positive lever, preventing accidental shifting of the chassis transmission.

A green indicator light shall be located in the cab and be labeled "PUMP ENGAGED". The light shall not activate until the pump shift has completed its full travel into pump engagement position.

A second green indicator light shall be located in the cab and be labeled "OK TO PUMP". This light shall be energized when both the pump shift has been completed and the chassis automatic transmission has obtained converter lock-up (4th gear lock-up).

## **Test Ports**

Two (2) test plugs shall be pump panel mounted for third party testing of vacuum and pressures of the pump.

## **Gearbox Cooler**

A gearbox cooler shall be provided to maintain safe operating temperatures during prolonged pumping operations for pump rating 1500 GPM and over.

# **PUMP CERTIFICATION**

# **CITY OF BLOOMINGTON FIRE DEPARTMENT**

## **Pump Certification**

The pump, when dry, shall be capable of taking suction and discharging water in accordance with current NFPA 1901. The pump shall be tested at the manufacturer's facility by an independent, third-party testing service. The conditions of the pump test shall be as outlined in current NFPA 1901.

The tests shall include, at a minimum, the pump test, the pumping engine overload test, the pressure control system test, the priming device tests, the vacuum test, and the water tank to pump flow test as outlined in current NFPA 1901.

A piping hydrostatic test shall be performed as outlined in current NFPA 1901.

The pump shall deliver the percentage of rated capacities at pressures indicated below:

100% of rated capacity at 150 psi net pump pressure  
100% of rated capacity at 165 psi net pump pressure  
70% of rated capacity at 200 psi net pump pressure  
50% of rated capacity at 250 psi net pump pressure

A test plate, installed at the pump panel, shall provide the rated discharges and pressures together with the speed of the engine as determined by the certification test, and the no-load governed speed of the engine.

A Certificate of Inspection certifying performance of the pump and all related components shall be provided at time of delivery. Additional certification documents shall include, but not limited to, Certificate of Hydrostatic Test, Electrical System Performance Test, Manufacturer's Record of Pumper Construction, and Certificate of Pump Performance from the pump manufacturer.

## **PUMP MISC**

### **Speed Counter**

The test connection shall be installed on the pump panel to manually verify the vehicle engine speed displayed on the electronic tachometer.

### **Steamers, Flush+1**

#### **QTY: 2**

The pump 6" steamer intake(s) shall be mounted approximately 1" from the pump panel to back of cap when installed. The "Flush+1" dimension can vary + or - 1-1/4" or as practicable depending on the pump module width and options selected. (Example 72" or 76" modules.)

Location: driver's side, officer's side.

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## **Front Suction Inlet Valve**

A Hale Master Intake Valve (MIV-E) shall be provided for the specified intake. The large diameter inlet valve shall be capable of achieving an NFPA test rating of 1500 GPM through a single 6" suction hose.

The inlet valve shall be operated by a 12 VDC electric motor with a remote switch provided at the pump operator's position. The 12 VDC motor shall be provided with an automatic resetting, thermally-compensated over-current protection circuit breaker to protect the 12 VDC motor and apparatus electrical system. The gear actuator on the valve will cycle from full closed to full open in not less than three (3) seconds. A hand controlled pump panel mounted manual override (knob style) shall be provided.

An indicator light panel shall be located at the pump operator's position to show valve open, closed, or traversing from open to closed.

A built-in adjustable pressure relief valve shall be provided. The pressure relief valve shall be factory set to 125 psi. The pressure relief valve shall provide overpressure protection for the suction hose even when the intake valve is closed.

A 3/4" air bleeder valve shall be provided and controlled at the pump operator's position.

A 1/4" water bleeder shall be supplied and controlled at the pump operator's position.

Location: 5 in. front intake.

## **Pump Seal Packing**

The pump shaft shall have only one (1) packing gland located on the inlet side of the pump. It shall be of split design for ease of repacking. The packing gland shall be of a design to exert uniform pressure on packing and to prevent cocking and uneven packing load when tightened. The packing rings shall be permanently lubricated, graphite composition and have sacrificial zinc foil separators to protect the pump shaft from galvanic corrosion.

The packing shall be easily adjusted by hand with rod or screw driver with no special tools or wrenches required.

## **Master Drain Valve**

A manual master drain valve shall be installed on the pump panel. The master pump drain assembly shall consist of a Class 1 bronze master drain with a rubber disc seal. The master drain shall have a rubber seal to prevent water from running out on the running board.

The manual master drain valve shall have twelve (12) individual-sealed ports that allow quick and simultaneous draining of multiple intake and discharge lines. It shall be constructed of corrosion-resistant material and be capable of operating at a pressure of up to 600 PSI.

# **CITY OF BLOOMINGTON FIRE DEPARTMENT**

The master drain shall provide independent ports for low point drainage of the fire pump and auxiliary devices.

## **Pump Cooler**

The pump shall have a 3/8" line installed from the pump discharge to the booster tank to allow a small amount of water to circulate through the pump casing in order to cool the pump during sustained periods of pump operation when water is not being discharged. The pump cooler line shall be controlled from the pump operator's panel by a Innovative Controls 1/4 turn valve with "T" handle. Each 1/4 turn handle grip shall feature built-in color-coding labels and a verbiage tag

## **Auxiliary Engine Cooler Control**

The auxiliary engine cooler shall be controlled from the pump operator's panel by an Innovative Controls 1/4 turn valve with "T" handle. The 1/4 turn handle grip shall feature built-in color-coding label and a verbiage tag.

1/2" lines shall be installed from the pump discharge via the valve to the cooler and back to the pump intake to allow a small amount of water to circulate through the engine cooler.

## **Priming System**

An electrically-driven Hale ESP priming pump shall be provided for the water pump. The primer shall be positive displacement rotary vane type that requires no lubricant. The primer motor shall be heat-treated, anodized aluminum specially coated for wear and corrosion resistance.

One (1) priming control, located at the pump operator's position, shall open the priming valve and start the priming motor. The priming valve shall be electronically interlocked to the "Park Brake" circuit to allow priming of the pump before the pump is placed in gear.

## **INTAKES**

### **Left Intake 2.5" Akron Valve**

One (1) 2-1/2" suction inlet with a manually operated 2-1/2" Akron valve shall be provided on the left side pump panel.

The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position and water is flowing through it.



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The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

The outlet of the valve shall be connected to the suction side of the pump with the valve body located behind the pump panel. The valve shall come equipped with a brass inlet strainer, 2-1/2" NST female chrome inlet swivel, and shall be equipped with a chrome plated rockerlug plug with a retainer device.

The valve control shall be located at the pump operator's panel and shall visually indicate the position of the valve at all times.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance, and decreased friction loss.

A 3/4" bleeder valve assembly will be installed on the left side pump panel.

## **Front Intake 5"**

A 5" stainless steel pipe shall extend from the right suction side of the pump to the front of the apparatus. All fabricated piping used in the front suction shall be constructed of a minimum of Schedule 10 stainless steel pipe to reduce corrosion of the lines. 3/4" valve(s) shall be provided to allow water to be drained.

## **Front Intake Swivel, 5"**

A heavy duty 5" 90 degree cast brass elbow designed and constructed specifically for fire/emergency vehicle usage shall serve as the auxiliary front suction inlet. The elbow, also referred to as the "swivel", shall be attached to the front suction piping. This component shall have the following features:

- 1) The ability to rotate 180 degrees.
- 2) A rugged twist-lock mechanism to hold the elbow in place at the desired position.
- 3) A double-ball race with bronze balls.
- 4) A 5" NPT free swivel female inlet.
- 5) A 5" NST male outlet with strainer.
- 6) Cast brass with polished chrome finish.

The elbow/swivel shall be mounted so that it extends above the extended front bumper.

## **Intake Pressure Relief**

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A18 Series - PRESSURE RELIEF VALVE - TFT's pressure relief valve is adjustable from 50 to 250 psi (3 to 14 bar) with easy to see 25 psi (2 bar) increments. The aluminum casting is plastic impregnated, hardcoat anodized, and TFT powder coat finished inside and out for maximum corrosion protection. Works with Darley, Waterous, or Hale bolt hole patterns for direct use on pump flanges.

## **DISCHARGES AND PRECONNECTS**

### **Deck Gun 3" Discharge Akron Valve**

One (1) 3" deck gun discharge outlet with a manually operated Akron valve and 3" stainless steel pipe shall be provided above the pump compartment.

The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position with water flowing through it.

The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

The valve shall be equipped with a device that limits the opening and closing speeds to comply with the current edition of NFPA 1901.

The valve control shall be located at the pump operator's panel and shall visually indicate the position of the valve at all times.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

### **1.5" Single Crosslays Akron Valve**

#### **QTY: 2**

One (1) single crosslay discharge shall be provided at the front area of the body. The crosslay shall include one (1) 2" brass swivel with a 1-1/2" hose connection to permit the use of hose from either side of the apparatus.

The crosslay hose bed shall consist of a 2" heavy-duty hose coming from the pump discharge manifold to the 2" swivel. The hose shall be connected to a manually operated 2" Akron valve. The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position with water flowing through it.

## **CITY OF BLOOMINGTON FIRE DEPARTMENT**

The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

The valve control shall be located at the pump operator's panel and shall visually indicate the position of the valve at all times.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

Location: crosslay 1 & 2.

### **2.5" Single Crosslay Akron Valve**

One (1) single crosslay discharge shall be provided at the front area of the body. The crosslay shall include one (1) 2-1/5" brass swivel with a 2-1/2" hose connection to permit the use of hose from either side of the apparatus.

The crosslay hose bed shall consist of a 2-1/2" heavy-duty hose coming from the pump discharge manifold to the 2-1/2" swivel. The hose shall be connected to a manually operated 2-1/2" Akron valve. The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position with water flowing through it.

The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

The valve control shall be located at the pump operator's panel and shall visually indicate the position of the valve at all times.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

Location: crosslay 3.

### **Discharges Left Panel 2.5" Akron Droop**

**QTY: 2**

One (1) 2-1/2" discharge outlet with a manually operated Akron valve shall be provided at the left hand side pump panel.

The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position and water is flowing through it.

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The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

The valve control shall be located at the pump operator panel and shall visually indicate the position of the valve at all times.

The discharge shall extend out beyond the pump panel with a 30 degree downward angle with 2-1/2" NST threads to help prevent kinking of the discharge hose. The 30 degree chrome droop shall be an integral part of the discharge valve and shall be equipped with a chrome plated rocker lug cap with a retainer chain.

The discharge shall be supplied with a 3/4" bleeder valve assembly. The bleeder valve shall be installed to drain water from the gauge pressure line to prevent freezing of the line. The drain shall be controlled with a quarter-turn valve on the pump panel.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

Location: left side discharge 1, left side discharge 2.

### **Discharge Right Panel 2.5" Akron Droop**

One (1) 2-1/2" discharge outlet with a manually operated Akron valve shall be provided at the right side pump panel.

The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position with water flowing through it.

The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

The valve control shall be located at the pump operator panel and shall visually indicate the position of the valve at all times.

The discharge shall extend out beyond the pump panel with a 30 degree downward angle with chrome plated 2-1/2" NST threads to help prevent kinking of the discharge hose. The 30 degree chrome droop shall be an integral part of the discharge valve and shall be equipped with a chrome plated rocker lug cap with a retainer chain.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

Location: right side discharge 2.

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## **Right Rear 2.5" Discharge Akron Valve**

One (1) 2-1/2" discharge outlet with a manually operated Akron valve shall be supplied to the right rear of the apparatus by a 2-1/2" stainless steel pipe.

The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position with water flowing through it.

The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

The valve control shall be located at the pump operator panel and shall visually indicate the position of the valve at all times.

All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

Location: right rear discharge.

## **Discharge Right Panel 3" Akron Droop**

One (1) 3" discharge outlet with a manually operated Akron valve shall be provided at the right side pump panel.

The discharge shall be equipped with a device that shall not allow the valve to open or close in less than three (3) seconds.

The valve shall be an Akron 8800HD series with a 316 stainless steel ball and dual polymer seats for ease of operation and increased abrasion resistance. The valve shall have a self-locking ball feature using an automatic friction lock design to balance the stainless steel ball when in a throttle position with water flowing through it.

The valve shall be of the unique Akron swing-out design to allow the valve body to be removed for servicing without disassembling the plumbing.

The valve control shall be located at the pump operator's panel and shall visually indicate the position of the valve at all times.

The discharge shall extend out beyond the pump panel with a 30 degree downward angle with chrome plated 3" NST threads to help prevent kinking of the discharge hose. The 30 degree chrome droop shall be an integral part of the discharge valve and shall be equipped with a chrome plated rocker lug cap with a retainer chain.

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All fabricated piping shall be a minimum of Schedule 10 stainless steel for superior corrosion resistance and decreased friction loss.

Location: right side discharge 1.

## **Deck Gun Location**

Deck gun piping shall be positioned centered in deck gun channel. This location shall allow for optimal operation of a deck gun monitor once installed.

## **MISC DISCHARGE**

### **Auto Drain Valve**

The specified discharge shall be supplied with a Class 1 automatic 3/4" drain valve assembly.

The automatic drain shall have an all-brass body with stainless steel check assembly. The drain shall normally be open and automatically close when the pressure is greater than 6 psi.

For: deck gun.

### **Push/Pull Controls**

The apparatus pump panel shall be equipped with Innovative Controls Side Mount Valve Controls. The ergonomically designed ¼ turn push-pull T-handle shall be chrome-plated zinc with recessed labels for color-coding and verbiage. An anodized aluminum control rod and housing shall, together with a stainless spring steel locking mechanism, eliminate valve drift. Teflon impregnated bronze bushings in both ends of the rod housing shall minimize rod deflection, never need lubrication, and ensure consistent long-term operation. The control assembly shall include a decorative chrome-plated zinc panel-mounting bezel with areas for color-coding and/or FOAM and CAFS identification labels.

### **Bleeder Drain Valves Lift Style**

**QTY: 9**

The bleeder/drain valves shall be Innovative Controls ¾" ball brass drain valves with chrome-plated lift lever handles and ergonomic grips. Each lift handle grip shall feature built-in color-coding labels and a verbiage tag identifying each valve, also supplied by Innovative Controls. The color labels shall also include valve open and close verbiage.

### **Discharge/Intake Bezels**

Innovative Controls intake and/or discharge swing handle bezels shall be installed to the apparatus with mounting bolts. These bezel assemblies will be used to identify intake and/or

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discharge ports with color and verbiage. These bezel are designed and manufactured to withstand the specified apparatus service environment and shall be backed by a warranty equal to that of the exterior paint and finish. The specified assemblies feature a chrome-plated panel-mount bezel with durable UV resistant polycarbonate inserts. These UV resistant polycarbonate graphic inserts shall be sub-surface screen printed to eliminate the possibility of wear and protect the inks from fading. All insert labels shall be backed with 3M permanent adhesive (200MP), which meets UL969 and NFPA standards.

## **Extend-A-Gun 18"**

A Task Force Tips 18" Extend-A-Gun piping shall be supplied for the deck gun discharge to allow for raising and lowering the deck gun monitor.

The Extend-A-Gun shall include a raised monitor sensor connected to the door ajar light.

## **PRESSURE GOVERNOR**

### **Pump Pressure Governor**

The apparatus shall be equipped with a Class 1 "TOTAL PRESSURE GOVERNOR" (TPG) Integrated pump control system. The TPG shall have a weatherproof color display. The TPG will operate as an engine/pump pressure governor/throttle system that is connected directly to the Electronic Control Module (ECM) mounted on the engine. The TPG is to operate as a pressure sensor (regulating) governor (PSG).

The TPG shall display engine RPM, oil pressure, engine temperature and voltage along with providing critical warnings. The warning levels for oil pressure, high engine temperature, low voltage and high voltage shall be independently programmable.

## **GAUGES**

### **2.5" Discharge Line Gauges**

#### **QTY: 9**

The valve discharge gauges shall be 2 ½"(63mm) diameter Innovative Controls pressure gauges. Each gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauges shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40F to +160F. Each gauge shall exceed ANSI B40.1 Grade A requirements with an accuracy of +/- 1.5% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

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A polished chrome-plated stainless steel bezel shall be provided to prevent corrosion and protect the lens and gauge case. The gauges shall be installed into decorative chrome-plated mounting bezels that incorporate valve-identifying verbiage and/or color labels. The gauges shall display a range from 0 to 400 psi with black graphics on a white background.

### **4" Master Pressure Gauges w/Bezels**

**QTY: 2**

The master intake and master discharge gauges shall be 4"(101mm) diameter IC pressure gauges. Each gauge shall have a rugged corrosion free stainless steel case and clear scratch resistant molded crystals with captive O-ring seals to ensure distortion free viewing and seal the gauge. The gauges shall be filled with a synthetic mixture to dampen shock and vibration, lubricate the internal mechanisms, prevent lens condensation and ensure proper operation from -40F to +160F. Each gauge shall meet ANSI B40.1 Grade 1A requirements with an accuracy of +/- 1% full scale and include a size appropriate phosphorous bronze bourdon tube with a reinforced lap joint and large tube base to increase the tube life and gauge accuracy.

The two master gauges shall be installed into decorative chrome-plated zinc mounting bezel that also incorporates a test port manifold and a graphic overlay that identifies the master intake and discharge gauges, the vacuum test port, and the pressure test port. The test port manifold is solid cast brass with chrome plated plugs. The master gauges shall be installed on the pump panel no more than 6 inches apart. The gauge on the left shall be the master pump intake gauge and display a range from 30" vac to 400 psi with black graphics on a white background. The gauge on the right shall be the master pump discharge gauge and display a range from 0 to 400 psi with black graphics on a white background.

### **Water Level Gauge LED**

An Innovative Controls SL Plus Tank Level Monitor System shall be installed. The system shall include [1] electronic display module(s), a stainless steel pressure transducer sender unit, and the necessary wiring with water-tight plug terminations that do not require sealing grease. The master display module shall show the tank level using 16 super-bright easy-to-see LEDs. Tank level indication shall be achieved by the appropriate illumination of 4 horizontal rows of LEDs, with 4 LEDs per row. Full and near-full levels shall be indicated with the illumination of all 4 rows of LEDs, including the illumination of the top row of 4 green LEDs. Tank levels between  $\frac{1}{2}$  and  $\frac{3}{4}$  full shall be indicated with the illumination of the bottom 3 rows of LEDs, including the illumination of the top row of 4 blue LEDs. Tank levels between  $\frac{1}{4}$  and  $\frac{1}{2}$  full shall be indicated with the illumination of the bottom 2 rows of LEDs, including the illumination of the top row of 4 amber LEDs. Tank levels between  $\frac{1}{4}$  full and near empty shall be indicated with the illumination of the bottom row of 4 red LEDs only. Tank levels between near empty and empty shall be indicated by flashing the bottom row of 4 red LEDs.

The master display shall have a backlit area above at the top with illuminated water icon and a backlit area at the bottom with illuminated tank capacity.



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A wide-angle polycarbonate diffusion lens in front of the LEDs shall produce a 180° viewing angle. The electronic display module shall be waterproof and shock resistant being encapsulated in a urethane-based potting compound. The potted display electronics shall be integral to a chrome-plated panel-mount reflector that is secured to the apparatus panel with 4 screws installed from the inside of the panel or optional decorative bezel, through the reflector, and into 4 threaded inserts in the outer diffusion lens.

## **ELECTRICAL SYSTEM**

### **Multiplex Electrical System**

#### **Electrical System**

The apparatus shall incorporate a Weldon V-MUX multiplex 12 volt electrical system. The system shall have the capability of delivering multiple signals via a CAN bus. The electrical system installed by the apparatus manufacturer shall conform to current SAE standards, the latest FMVSS standards, and the requirements of the applicable NFPA 1901 standards.

The electrical system shall be pre-wired for optional computer modem accessibility to allow service personnel to easily plug in a modem to allow remote diagnostics.

The electrical circuits shall be provided with low voltage over-current protective devices. Such devices shall be accessible and located in required terminal connection locations or weather-resistant enclosures. The over-current protection shall be suitable for electrical equipment and shall be automatic reset type and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. The system shall have electro-magnetic interference suppression provided as required in applicable SAE standards.

Any electrical junction or terminal boxes shall be weather-resistant and located away from water spray conditions.

#### **Multiplex System**

For superior system integrity, the networked multiplex system shall meet the following minimum component requirements:

- The network system must be Peer to Peer technology based on RS485 protocol. No one module shall hold the programming for other modules. One or two modules on a network referred to as Peer to Peer, while the rest of the network consists of a one master and several slaves is not considered Peer to Peer for this application.
- Modules shall be IP67 rated to handle the extreme operating environment found in the fire service industry.
- All modules shall be solid state circuitry utilizing MOS-FET technology and utilize Deutsch series input/output connectors.

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- Each module that controls a device shall hold its own configuration program.
- Each module should be able to function as a standalone module. No “add-on” module will be acceptable to achieve this form of operation.
- Load shedding power management (8 levels).
- Switch input capability for chassis functions.
- Responsible for lighting device activation.
- Self-contained diagnostic indicators.
- Wire harness needed to interface electrical devices with multiplex modules.
- The grounds from each device should return to main ground trunk in each sub harness by the use of ultrasonic splices.

## **Wiring**

All harnessing, wiring and connectors shall be manufactured to the following standards/guidelines. No exceptions.

- NFPA 1901-Standard for Automotive Fire Apparatus
- SAE J1127 and J1127
- IPC/WHMA-A-620 – Requirements and Acceptance for Cable and Wire Harness Assemblies. (Class 3 – High Performance Electronic Products)

All wiring shall be copper or copper alloys of a gauge rated to carry 125 of the maximum current for which the circuit is protected. Insulated wire and cable 8 gauge and smaller shall be SXL, GXL, or TXL per SAE J1128. Conductors 6 gauge and larger shall be SXL or SGT per SAE J1127.

All wiring shall be colored coded and imprinted with the circuits function. Minimum height of imprinted characters shall not be less than .082” plus or minus .01”. The imprinted characters shall repeat at a distance not greater than 3”.

A coil of wire shall be provided behind electrical appliances to allow them to be pulled away from mounting area for inspection and service work.

## **Wiring Protection**

The overall covering of the conductors shall be loom or braid.

Braid style wiring covers shall be constructed using a woven PVC-coated nylon multifilament braiding yarn. The yarn shall have a diameter of no less than .04” and a tensile strength of 22 lbs. The yarn shall have a service temperature rating of -65 F to 194 F. The braid shall consist of 24 strands of yarn with 21 black and 3 yellow. The yellow shall be oriented the same and be next to each other.

Wiring loom shall be flame retardant black nylon. The loom shall have a service temperature of -40 F to 300 F and be secured to the wire bundle with adhesive-backed vinyl tape.

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## **Wiring Connectors**

All connectors shall be Deutsch series unless a different series of connector is needed to mate to a supplier's component. The connectors and terminals shall be assembled per the connector/terminal manufacturer's specification. Crimble/Solderless terminals shall be acceptable. Heat shrink style shall be utilized unless used within the confines of the cab.

## **NFPA Required Testing of Electrical System**

The apparatus shall be electrical tested upon completion of the vehicle and prior to delivery. The electrical testing, certifications, and test results shall be submitted with delivery documentation per requirements of NFPA 1901. The following minimum testing shall be completed by the apparatus manufacturer:

### **1. Reserve capacity test:**

The engine shall be started and kept running until the engine and engine compartment temperatures are stabilized at normal operating temperatures and the battery system is fully charged. The engine shall be shut off and the minimum continuous electrical load shall be activated for ten (10) minutes. All electrical loads shall be turned off prior to attempting to restart the engine. The battery system shall then be capable of restarting the engine. Failure to restart the engine shall be considered a test fail.

### **2. Alternator performance test at idle:**

The minimum continuous electrical load shall be activated with the engine running at idle speed. The engine temperature shall be stabilized at normal operating temperature. The battery system shall be tested to detect the presence of battery discharge current. The detection of battery discharge current shall be considered a test failure.

### **3. Alternator performance test at full load:**

The total continuous electrical load shall be activated with the engine running up to the engine manufacturer's governed speed. The test duration shall be a minimum of two (2) hours. Activation of the load management system shall be permitted during this test. However, an alarm sounded by excessive battery discharge, as detected by the system required in NFPA 1901 Standard, or a system voltage of less than 11.7 volts DC for a 12 volt nominal system, for more than 120 seconds, shall be considered a test failure.

### **4. Low voltage alarm test:**

Following the completion of the above tests, the engine shall be shut off. The total continuous electrical load shall be activated and shall continue to be applied until the excessive battery discharge alarm activates. The battery voltage shall be measured at the battery terminals. With the load still applied, a reading of less than 11.7 volts DC for a 12 volt nominal system shall be

# **CITY OF BLOOMINGTON FIRE DEPARTMENT**

considered a test failure. The battery system shall then be able to restart the engine. Failure to restart the engine shall be considered a test failure.

## **NFPA Required Documentation**

The following documentation shall be provided on delivery of the apparatus:

- A. Documentation of the electrical system performance tests required above.
- B. A written load analysis, including:
  - a. The nameplate rating of the alternator.
  - b. The alternator rating under the conditions.
  - c. Each specified component load.
  - d. Individual intermittent loads.

## **Vehicle Data Recorder**

A vehicle data recorder system shall be provided to comply with the 2009 and 2016 editions of NFPA 1901. The following data shall be monitored:

- Vehicle speed MPH
- Acceleration (from speedometer) MPH/Sec.
- Deceleration (from speedometer) MPH/Sec.
- Engine speed RPM
- Engine throttle position % of full throttle
- ABS Event On/Off
- Seat occupied status Occupied Yes/No by position
- Seat belt status Buckled Yes/No by position
- Master Optical Warning Device Switch On/Off
- Time: 24 hour time
- Date: Year/Month/Day

## **Occupant Detection System**

There shall be a visual and audible warning system installed in the cab that indicates the occupant buckle status of all cab seating positions that are designed to be occupied during vehicle movement.

The audible warning shall activate when the vehicle's park brake is released and a seat position is not in a valid state. A valid state is defined as a seat that is unoccupied and the seat belt is unbuckled, or one that has the seat belt buckled after the seat has been occupied.

The visual warning shall consist of a graphical representation of each cab seat in the multiplex display screen that will continuously indicate the validity of each seat position.

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The system shall include a seat sensor and safety belt latch switch for each cab seating position, audible alarm and braided wiring harness.

## **Multiplex Displays**

**QTY: 2**

The V-MUX multiplex electrical system shall include a Vista IV color display.

The display shall have the following features:

- Aspect ratio of 16:9 (Wide Screen)
- Diagonal measurement of no less than 7"
- Master warning switch
- Engine high idle switch
- Five (5) tactile switches to access secondary menus
- Eight (8) multi-function programmable tactile switches
- Specific door ajar indication
- Real time clock
- Provides access to the multiplex system diagnostics
- Video capability for optional back-up camera(s) and GPS display

The displays shall be located driver's side and officer's engine cover.

## **LIGHT BAR**

### **Light Bar Mount**

One (1) pair of Whelen 1.5" tall (model MKEZ7) mounts shall be provided on the front light bar.

### **Light Bar Color(s)**

Light Bar shall be provided with the following color LED modules: Red/White with clear lenses

### **Light Bar**

A Whelen Freedom IV Series 72" LED light bar model F4X7 with eight (8) LED modules shall be provided; two (2) front corner mounted LED modules, four (4) forward facing LED modules and two (2) side facing LED modules (with front vista windows) or two (2) rear corner LED modules (without front vista windows).

No rear facing LEDs.

The light bars shall have clear lenses.

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The white LEDs (if equipped) shall be switched off in blocking right of way mode.

The light bar shall be installed centered on the front cab roof.

## **WARNING LIGHT PACKAGE**

### **Upper Side Zone Warning Lights**

Two (2) Whelen 900 series Super LED model 90RR5FRR light heads with red lens shall be provided. The rectangular lights shall include chrome flanges where applicable.

The light heads shall be mounted as close to the corner points of the apparatus (as practical) as follows:

One (1) Whelen 900 series Super LED light head each side of the apparatus. Locate one (1) each side at the highest most rearward point (as practical).

All warning devices shall be mounted in compliance with NFPA standards.

### **Upper Rear Facing Zone Warning Lights**

Two (2) Whelen 900 series Super LED model 90RR5FRR light heads with red lenses shall be provided. The rectangular lights shall include chrome flanges where applicable.

The light heads shall be mounted as close to the corner points of the apparatus (as practical) as follows:

One (1) light each side on the rear panel of the body, (1) on driver side and (1) on officer side upper corners (as practical).

All warning devices shall be mounted in compliance with NFPA standards.

### **Body Lower Level Warning Lighting**

Six (6) Whelen LIN3 Super LED light heads with red LEDs and clear lenses shall be provided.

The light heads shall be located as follows (NO EXCEPTIONS):

- Two (2) Whelen LIN3 Super LED light heads shall be mounted below the forward body compartments and offset forward as practical.
- Two (2) Whelen LIN3 Super LED light heads shall be mounted below the rearward body compartments and offset rearward as practical.
- Two (2) Whelen LIN3 Super LED light heads shall be mounted below the rear taillights and offset outboard as practical.

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All warning devices shall be mounted in compliance with NFPA standards.

## **Lower Level Warning**

Four (4) Whelen 600 Series Super LED light heads shall be provided. All lights shall have red LEDs with clear lenses and chrome bezels.

The light heads shall be mounted as close to the corner points of the apparatus (as is practical) as follows:

- Two (2) 600 light heads on the front of the apparatus facing forward.
- Two (2) 600 light heads one (1) each side at the forward most point.

All warning devices shall be surface mounted in compliance with NFPA standards.

## **WARNING LIGHTS**

### **Hazard (Door Ajar) Light**

There shall be a 2" red LED hazard light installed as specified.

The light shall be located center overhead.

## **SIRENS**

### **Electronic Siren**

A Federal PA300 siren model 690010 solid state electronic siren with attached noise-canceling microphone shall be installed. The unit shall be capable of driving a single high power speaker up to 200 watts to achieve a sound output level that meets Class "A" requirements.

Operating modes shall include Hi-Lo, yelp, wail, P.A., air horn and radio re-broadcast.

The siren shall be recessed mounted in the cab.

### **Electronic Siren Control Location**

The electronic siren control shall be located in the center overhead.

### **Mechanical Siren**

A chrome plated and pedestal mounted Federal Q2B-P coaster siren shall be installed on top of the front bumper extension. An electric siren brake switch shall be located in the cab accessible to the driver.

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The siren shall be located driver side front bumper.

## **Rumbler Siren**

A Federal Rumbler intersection clearing system shall be installed. The Rumbler secondary siren shall include an additional amplifier that senses the currently enabled siren tone signal, reduce the signals' frequency by 75%, and then amplify the sound through a high output woofer.

The system shall include an amplifier and subwoofer speaker mounted under the vehicle.

## **SPEAKER**

### **Siren Speaker**

One (1) Federal Signal model ES100 Dynamax 100 watt speaker shall be flush mounted as far forward and as low as possible on the front of the vehicle. A polished model MSFMT with grille shall be provided on the outside of the speaker to prevent road debris from entering the speaker.

Speaker dimensions shall be: 5.5 in. high x 5.9 in. wide x 2.5 in. deep. Weight = 5.5 lbs.

The speaker shall produce a minimum sound output of 120 dB at 10 feet to meet current NFPA 1901 requirements.

The speaker shall be located driver side front bumper.

## **DOT LIGHTING**

### **Tail Lights**

Two (2) Whelen model 600 series LED (Light Emitting Diode) lights with one (1) Whelen 600 series halogen light shall be installed in a Cast 3 housing in a vertical position each side at rear and wired with weatherproof connectors.

Light functions shall be as follows:

- LED red running light with red brake light in upper position.
- LED amber populated arrow pattern turn signal in middle position.
- Halogen 27 watt clear back-up light in lower position.

A one-piece polished aluminum trim casting shall be mounted around the three (3) individual lights in a vertical position.

### **License Plate Light**



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One (1) Truck-Lite model 15905 white LED license plate light mounted in a Truck-Lite model 15732 chrome plated plastic license plate housing shall be mounted at the rear of the body.

## **License Plate Bracket**

There shall be bracket fabricated from aluminum diamond plate, secured to rear of the body to accommodate a license plate.

## **LED Marker Lights**

LED clearance/marker lights shall be installed as specified.

Upper Cab:

- Five (5) amber LED clearance lights on the cab roof.

Lower Cab:

- One (1) amber LED side turn/marker each side of cab ahead of the front door hinge.

Upper Body:

- One (1) red LED clearance light each side, rear of body to the side.

Lower Body:

- Three (3) red LED clearance lights centered at rear, recessed in the rubrail.
- One (1) red LED clearance light each side, lower rear of body, recessed in the rubrail.
- One (1) amber LED clearance/auxiliary turn light each side front of body, recessed in the rubrail.
- A rectangular shaped reflector with a red colored lens shall be installed at the trailing edge on each side/rear of the apparatus body.
- A rectangular shaped reflector with an amber colored lens shall be installed at the leading edge on each side of the apparatus body.

## **LIGHTS - COMPARTMENT, STEP & GROUND**

### **Compartment Light Package**

Two (2) Hansen compartment light strips shall be mounted in each body compartment greater than 4 cu. ft. Transverse compartments shall have four (4) lights located two (2) each side.

Each light bar shall include white LEDs mounted with a tough polycarbonate tube enclosure to protect the LED circuit board. The lights shall produce 120 lumens per foot and be waterproof up to IP66 rating.

Compartment lights shall be wired to a master on/off rocker switch on the cab switch panel.

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The wiring connection for the compartment lights shall be made with a weather-resistant plug in style connector. A single water and corrosion-resistant switch with a polycarbonate actuator and sealed contacts shall control each compartment light. The switch shall allow the light to illuminate if the compartment door is open.

## **Ground Lights**

The apparatus shall be equipped with a sufficient quantity of lights to properly illuminate the ground areas around the apparatus in accordance with current NFPA requirements. The lights shall be TecNiq model T440 4" circular LED (Light Emitting Diode) with clear lenses mounted in a resilient shock absorbent mount for improved bulb life. The wiring connections shall be made with a weather resistant plug in style connector.

Ground area lights shall be switched from the cab dash with the work light switch.

One (1) ground light shall be supplied under each side of the front bumper extension if equipped.

Lights in areas under the driver and crew area exits shall be activated automatically when the exit doors are opened.

## **LIGHTS - DECK AND SCENE**

### **Hose Bed Light**

An Optronics round LED light model TLL44 shall be installed at the front area of the hose bed to provide hose bed lighting per current NFPA 1901. The light shall provide 720 lm effective output. The light shall have a powder coated, die cast aluminum housing and stainless steel hardware with a weatherproof rating of IP69K.

The hose bed light shall be switched with the work light switch in the cab.

### **Deck/Scene Light Wired to Back-Up Lights**

The rear deck or scene lights shall be activated when the chassis is placed in reverse to provide additional lighting, in addition to the back-up lights, when backing the vehicle.

### **Scene Lights**

Two (2) Whelen 900 series Gradient Opti-Scenelights shall be provided.

Each light head shall contain a 12 volt, 50 watt halogen bulb. The lights heads shall be equipped with lenses that have gradient optics to enhance light output.

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Lights shall be located (1) each side rear compartment face up high and switched in cab (side facing lights switched separately).

## **Crosslay Light**

An Optronics round LED light model TLL44 shall be installed at the rear area of the crosslay to provide crosslay lighting per current NFPA 1901. The light shall provide 720 lm effective output. The light shall have a powder coated, die cast aluminum housing and stainless steel hardware with a weatherproof rating of IP69K.

The crosslay light shall be switched with the work light switch in the cab.

## **LIGHTS - NON-WARNING**

### **Engine Compartment Light**

There shall be LED lighting provided in compliance with NFPA to illuminate the engine compartment area. The light wiring circuit shall activate when the cab is tilted and master power is switched on.

### **Pump Compartment LED Light**

An LED light shall be provided in the pump compartment area for NFPA compliance. The light shall be wired to operate with the work light switch in the cab.

### **Pump Panel Lighting Package**

Pump panel lighting shall be provided for a side mount pump module in accordance with NFPA.

The driver side pump control panel shall have two (2) LED lights mounted under a protective cover that is above the driver side pump panel. The officer side shall have one (1) LED light mounted under a protective cover that is above the officer side pump panel.

The lights shall be activated by the work light switch in the cab when the park brake is set.

## **SWITCHES**

### **Foot Switches Air Horns**

#### **QTY: 2**

A heavy duty metal floor mounted foot switch shall be installed to operate the air horns. It shall be located driver's side, officer's side.

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## **Foot Switches Q2B**

### **QTY: 2**

A heavy duty metal floor mounted foot switch shall be installed to operate the Q2B siren. It shall be located driver's side, officer's side.

## **Switch Rumbler**

Switch momentary for Rumbler activation.

Location: Cab Dash Officer's Side.

## **Siren Brake Switch**

Switch for Q2B siren brake. Locate on Officer's side dash control panel area within reach of the Officer's position. This switch will be in addition to the Driver's side switch.

# **CAMERA AND INTERCOM SYSTEM**

## **Back-Up Camera**

There shall be a Federal Signal (Sony) camera model number CAMCCD-REARNTSC provided and mounted on the rear of the apparatus. The camera shall feature a wide angle lens, IR LED assisted illumination for enhanced low-light performance, non-corrosive mounting bracket, and stainless steel hardware. The camera shall be wired through multiplex display, interlocked with the chassis transmission. When the apparatus is placed in reverse the camera shall automatically be activated and when the transmission is placed in any other gear the screen shall return to the previously displayed screen.

## **Intercom System**

A David Clark, series 3800, intercom system shall be provided. Intercom stations shall be located at the driver, officer, four (4) crew cab positions and pump panel. The driver, officer and pump panel positions shall be interfaced with the radio and have a "push to talk" (PTT) button. All other positions shall have intercom only capability.

The intercom shall be a six man seven position system that includes six headsets.

- One (1) David Clark radio interface cable shall be provided. The exact make and model of the radio will be determined by the fire department

-Six (6) headset hanger hooks shall be provided, one (1) over each seat. Exact location shall be determined at the inspection trip.

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## **MISC ELECTRICAL**

### **Back-Up Alarm**

An electronic back-up alarm shall be supplied. The 97 dB alarm shall be wired into the chassis back-up lights to signal when the vehicle is in reverse gear.

## **TELESCOPIC FLOOD LIGHTS - LED**

### **Pioneer Flood Lights**

**QTY: 2**

Whelen Pioneer Plus, model PFP1 12V LED light fixture(s) shall be supplied on a 3100 series top raise pole. The rectangular extruded light fixture with die cast end caps shall measure 8-3/16" wide by 4-5/8" high by 3" deep and have a white powder coat finish. The light fixture shall have a single panel (2) clusters of LED lamps with molded vacuum metalized reflector that draws 6 amps at 12.8 vdc and produces 7,000 usable lumens. The lights shall be mounted a locking swivel joint to allow the lights to be manually tilted up/down and locked in position by the operator. Handle standard.

Location: driver side of pump module forward area, officer side of pump module forward area.

## **RECEPTACLES**

### **Receptacle**

A 20 amp, 110 volt 3-prong straight blade NEMA 5-20 duplex household receptacle with stainless steel cover plate shall be installed in a compartment as specified by the department. The receptacle shall be wired to the shoreline receptacle where it will have overcurrent protection from an external source.

Location: (location to be specified).

## **MISC LOOSE EQUIPMENT**

### **DOT Required Drive Away Kit**

Three (3) triangular warning reflectors with carrying case shall be supplied to satisfy the DOT requirement.

### **Pumper Equipment**

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The following list of equipment shall be supplied with the apparatus.

## **Hose:**

Eight (8) 1 3/4" x 50' Angus High Combat Attack Hose (Red)  
Eight (8) 1 3/4" x 50' Angus High Combat Attack Hose (Orange)  
Five (5) 1 3/4" x 50' Angus High Combat Attack Hose (Yellow)  
Sixteen (16) 2 1/2" x 50' Rubber Covered Hose w/NST Couplings (Red)  
Ten (10) 5" x 100' Rubber Covered Hose w/5" Storz Couplings (Yellow)  
Two (2) 5" x 50' Hose w/Storz Couplings (Yellow)  
Two (2) 5" x 25' Hose w/Storz Couplings (Yellow)

## **High Rise Pack:**

Three (3) 1 3/4" x 50' Angus High Combat Attack Hose (Green)  
One (1) 150' High Rise Hose Strap

## **Monitor:**

One (1) TFT-XFT-NJ Crossfire Monitor Top  
One (1) TFT-XFF-APL Crossfire Truck Mount Adapter 3" NPT Female  
One (1) TFT-MST-4NJ Stacked Tip Set  
One (1) TFT-M-R1250S-NJ Master Stream Nozzle w/Halo 150-1250gpm  
One (1) TFT-XFH-1ST Crossfire Base with 5" Storz inlet  
One (1) TFT-XF-B Crossfire Storage Bracket

## **Portable Monitor:**

One (1) TFT Blitzfire XXC-32 Portable Monitor Package  
Includes: MD17A Low Pressure Nozzle and Bracket

## **Nozzles:**

Six (6) TFT-HLM-VPGI 1 1/2" Mid-Matic w/Grip Low Pressure  
Two (2) TFT-H-2VOI 2 1/2" Female NST x 1 1/2" Male NST Detent Valve w/Grip  
Two (2) TFT-FSS11 1 1/4" x 1 1/2" Straight Tip

## **Foam Nozzle:**

One (1) TFT-UM12-NF 1 1/2" PRO Pak

## **Intake Valves:**

Two (2) TFT-AX1ST-NX 5" Rigid Storz x 6" Female Swivel Jumbo Intake Ball Valve

## **Gated Wyes:**

Two (2) TFT-AYNJ-NF 2 1/2" Female x (2) 1 1/2" Male Outlets Gated Wye  
Two (2) TFT-AY5NJ-NJ 2 1/2" Female x (2) 2 1/2" Male Outlets Gated Wye

## **Salvage Covers:**

Two (2) 12' x 14' 12 oz. Canvas Salvage Covers

## **Hand Lanterns:**

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Four (4) Fire Vulcan Lights w/12vdc Direct Wire Chargers

## **Suction Hose:**

Two (2) 6" NH Female x NH RL Male Suction Hose

One (1) 6" NST Low Level Strainer w/Jet Siphon

## **Wrenches:**

One (1) Triple Set Holder and Wrenches

One (1) Set of 4 Spanners w/Holder

## **Adapters:**

One (1) 5" Storz x 3" NH Swivel RL Female Adapter

Two (2) 5" Storz x 3" RL Female Swivel 30o Elbow

One (1) 5" Storz Cap w/Chain

Two (2) 1 1/2" Male NST x 1 1/2" Male NST Adapter

Two (2) 1 1/2" Female NST x 1 1/2" Female NST Adapter

Two (2) 2 1/2" Male NST x 2 1/2" Male NST Adapter

Two (2) 2 1/2" Female NST x 2 1/2" Female NST Adapter

Three (3) 2 1/2" x 1 1/2" Reducer

Three (3) 1 1/2" Cap

## **Hand Tools:**

One (1) 6 lb. Pickhead Axe w/36" Fiberglass Handle

One (1) 6 lb. Flathead Axe w/36" Fiberglass Handle

One (1) 36" Paratech Halligan Tool

One (1) 30" Paratech Halligan Tool

One (1) 8' Pike Pole w/Std. USA Hook

One (1) 10' Pike Pole w/Std. USA Hook

One (1) 36" Pike Pole w/Std. USA Hook with D Handle

One (1) 6' Dry Wall Hook

One (1) 10 lb. Fiberglass Sledge Hammer

One (1) Pinch Point Crowbar

One (1) McCloud Tool

One (1) Brush Rake

One (1) 8 lb. Flat Head Axe

One (1) Set of Marrying Straps for Iron Set

## **Ladders:**

One (1) 14' Aluminum Roof Ladder

One (1) 24' Aluminum Two Section Ladder

One (1) 10' Folding Attic Ladder

## **Hose Roller:**

One (1) Hose Roller

## **Wheel Chocks:**

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Two (2) Folding Wheel Chock  
Two (2) Holder for Folding Wheel Chock

## **Combi Tool:**

One (1) TNT EBFCC-28 Storm Brute Force Combi Tool w/Removable Tips w/2 Batteries & Charger

## **PPV Fan:**

One (1) BATFAN 20 NEO Battery/110volt 50/60Hz - Running time 45 minutes

## **Brush Packs:**

Two (2) Soft Pack Brush Pump (5 gallon)

## **Portable Scene Lights:**

Two (2) AKR-ELRE-SCOUT-2B-120 Revel Scout 120V LED Scene Lights with two (2) batteries and a chargers.

## **Mounting Brackets:**

All Mounting Brackets Shall be provided and installed

# **EXTERIOR PAINT**

## **Paint Break with Dip to Grille**

The cab shall have a two-tone paint break. The break line shall be approximately 31.5 inches below the cab roof drip rail. The paint break shall include a dip down to the corners of the cab grille.

## **Stainless Steel Pump Module Finish**

All pump module surfaces shall have a brushed stainless steel finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable).

## **Paint Custom Cab**

The apparatus cab shall be painted Sikkens FLNA31757 Red. The paint process shall meet or exceed current state regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water, and soil. Contractor shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

The aluminum cab exterior shall have no mounted components prior to painting to assure full coverage of metal treatments and paint to the exterior surfaces. Cab doors and any hinged smooth-plate compartment doors shall be painted separately to assure proper paint coverage on cab, door jambs and door edges.



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Paint process shall feature Sikkens high solid LV products and be performed in the following steps:

- Corrosion Prevention - all aluminum surfaces shall be pre-treated with the Alodine 5700 conversion coating to provide superior corrosion resistance and excellent adhesion of the base coat.
- Sikkens Sealer/Primer LV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.
- Sikkens High Solid LVBT650 (Base coat) - a lead-free, chromate-free high solid acrylic urethane base coat shall be applied, providing excellent coverage and durability. A minimum of two (2) coats shall be applied.
- Sikkens High Solid LVBT650 (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of two (2) coats shall be applied.

Any location where aluminum is penetrated after painting, for the purpose of mounting steps, hand rails, doors, lights, or other specified components shall be treated at the point of penetration with a corrosion inhibiting pre-treatment (ECK Corrosion Control). The pre-treatment shall be applied to the aluminum sheet metal or aluminum extrusions in all locations where the aluminum has been penetrated. All hardware used in mounting steps, hand rails, doors, lights, or other specified components shall be individually treated with the corrosion inhibiting pre-treatment.

After the paint process is complete, the gloss rating of the unit shall be tested with a 20 degree gloss meter. Coating thickness shall be measured with a digital MIL gauge and the orange peel with a digital wave scan device.

## **Paint Cab Two-Tone Color**

The upper section of the cab shall be painted FLNA41318 White.

The paint process of the secondary cab color shall be the same as the primary color.

## **Paint Wheels**

The exterior outer chassis wheels shall be painted Job Color. The paint shall be of the highest quality finish for low maintenance, long life, and attractive appearance. The finish shall consist of a corrosion-resistant primer, urethane high build primer, and high performance durable color coat.

The paint process shall meet or exceed current State regulations concerning paint operations. Pollution control shall include measures to protect the atmosphere, water and soil. Manufacturer shall, upon demand, provide evidence that the manufacturing facility is in compliance with State EPA rules and regulations.

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Paint process shall feature Akzo-Nobel's high solid LV products and be performed in the following steps:

- Corrosion Prevention - all raw material shall be pre-treated with the Weather Jacket Corrosion Prevention system to provide superior corrosion resistance and excellent adhesion of the top coat.
- Akzo-Nobel Sealer/Primer LV - acrylic urethane sealer/primer shall be applied to guarantee excellent gloss hold-out, chip resistance and a uniform base color.
- Akzo-Nobel High Solid LV (Top coat) - a lead-free, chromate-free high solid acrylic urethane top coat shall be applied, providing excellent coverage and durability. A minimum of two (2) coats shall be applied.
- Akzo-Nobel High Solid LV (Clear coat) - high solid LV clear coat shall be applied as the final step in order to ensure full gloss and color retention and durability. A minimum of two (2) coats shall be applied.

## **Exterior Body Surfaces**

FRP (fiber reinforced) panels shall be provided to overlay the stainless steel outer side of body panels that are not covered with aluminum treadplate. The FRP panels shall be painted as detailed under "Painting Information" and then installed on the body exterior.

## **Polished Surfaces**

The vertical stainless steel Unistrut channels located on the exterior of the hose body side panels shall have a hand polished appearance.

The reinforcing edges of the hose body side panels and trailing edges of the beavertails (if equipped) shall have a machine sanded DA finish.

Polished stainless steel vertical corner trim scuff guards shall be installed on the outer front and rear body corners.

## **Painting Information**

The final finishing of the vehicle shall be performed to the highest standards of the fire apparatus industry.

All removable components and accessories shall be fitted to the body and then removed prior to final finishing, ensuring paint has been applied under all components and accessories.

Care shall be taken during paint preparation to properly fill all surface imperfections. Welded seam areas shall be ground flush and metal finished. Bare metal surfaces shall be etched chemically to ensure proper adhesion. The primer shall be sanded to assure a smooth surface for painting.

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The interior of all compartments shall have a machine sanded DA finish that shall not be painted. Compartment seams shall be sealed with a silver silicone caulk.

The interior of the hose bed shall be provided with a machine sanded DA finish that shall not be painted.

The body exterior shall be finish painted using Sikkens paint, color FLNA31757 Red. Furnish one pint of touch-up paint, including hardener to match each of the exterior colors.

## **INTERIOR PAINT**

### **Cab Interior Paint**

The interior of the cab shall be painted Zolatone gray #20-64. Prior to painting, all exposed interior metal surfaces shall be pretreated using a corrosion prevention system.

## **LETTERING**

### **Sign Gold Lettering 3"**

**QTY: 45**

3" high Sign Gold letter(s) shall be applied as specified.

"BLOOMINGTON FIRE DEPT" on each front cab door.

"ENGINE 5" directly over the chrome grill.

### **Sign Gold Lettering 12"**

**QTY: 28**

12" high Sign Gold letter(s) shall be applied as specified.

"E-5" on each crew door.

"BLOOMINGTON" centered on each side of the body over the compartments.

### **Scotchlite Lettering 8"**

**QTY: 3**

Red 8" Scotchlite letters shall be applied per department specifications.

"E-5" centered on front bumper.

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## **Scotchlite Lettering 20"**

**QTY: 3**

Red 20" Scotchlite letters shall be applied per department specifications.

"E-5" centered on the rear roll up door.

## **Lettering Shade and Outline**

All letters shall be shaded and/or outlined as specified by the customer to provide a contrast.

## **STRIPING**

### **Designated Standing / Walking Area Indication**

A 1" wide yellow line shall be applied to indicate the outside perimeter of designated standing and walking areas above 48" from the ground in compliance with 2016 NFPA 1901. Steps, ladders and areas with a railing or structure at least 12" high are excluded from requiring the line.

### **Rear Body Chevron Striping**

Chevron style 3M Diamond Grade striping shall be provided on the rear of the apparatus (does not include the B1 door). The stripes shall consist of 6" alternating stripes in an "A" pattern. The striping shall be located on the rear facing extrusions, panels and doors inboard and outboard of the beavertails if applicable.

### **Scotchlite Stripe 6"**

A "Hockey Stick" Scotchlite reflective stripe, 6" in width, shall be applied horizontally across the apparatus and shall contour as it transitions from cab to body to comply with NFPA 1901.

Location: Bottom of stripe shall be even with the top of the front bumper on the cab then angle up on the L1/R1 compartments and then go straight back across the L2, R2, L3, and R3 compartments.

Color: White and red alternating.

### **Trim Stripes 1"**

A 1" Scotchlite stripe shall be applied above and below the existing stripe. The stripes shall be spaced 1" away from the main stripe.

The stripe shall be White and red alternating.

# **CITY OF BLOOMINGTON FIRE DEPARTMENT**

## **Sign Gold Cab Paint Break Stripe**

Cab stripe shall be 3/4" in width total, (1/2" gold stripe with a 1/8" black outline on both sides) and a clear polyurethane coating. Stripe shall be centrally located and shall contour with the cab, following the paint break.

## **GRAPHICS**

### **SignGold Logos**

**QTY: 2**

A SignGold custom customer logo shall be supplies.

Logo to be installed on each front cab door.

Graphic to consist of a SignGold Maltese cross with a blue and white City of Bloomington logo in the center.

## **WARRANTY / STANDARD & EXTENDED**

### **Lifetime Frame Warranty**

The apparatus manufacturer shall provide a full lifetime frame warranty. This warranty shall cover all apparatus manufacturer designed frame, frame members, and cross-members against defects in materials or workmanship for the lifetime of the covered apparatus. A copy of the warranty document shall be provided with the proposal. Frame warranties that do not cover cross-members for the life of the vehicle shall not be acceptable.

### **10 Year 100,000 Mile Structural Warranty**

The apparatus manufacturer shall provide a comprehensive 10 year/100,000 mile structural warranty. This warranty shall cover all structural components of the cab and/or body manufactured by the apparatus manufacturer against defects in materials or workmanship for 10 years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items, or paint finishes. A copy of the warranty document shall be provided with the proposal.

### **10 Year Stainless Steel Plumbing Warranty**

The apparatus manufacturer shall provide a full 10-year stainless steel plumbing components warranty. This warranty shall cover defects in materials or workmanship of apparatus manufacturer designed foam/water plumbing system stainless steel components for 10 years. A copy of the warranty document shall be provided with the proposal.

# **CITY OF BLOOMINGTON FIRE DEPARTMENT**

## **10 Year Paint and Corrosion Warranty**

The apparatus manufacturer shall provide a 10-year limited paint and corrosion perforation warranty. This warranty shall cover paint peeling, cracking, blistering, and corrosion provided the vehicle is used in a normal and reasonable manner.

The paint shall be prorated for 10 years as follows:

Topcoat & Appearance: Gloss, Color Retention, Cracking		Coating System, Adhesion & Corrosion: Includes Dissimilar metal corrosion, Flaking, Blistering, Bubbling	
0 to 72 months	100%	0 to 36 months	100%
73 to 120 months	50%	37 to 84 months	50%
		85 to 120 months	25%

Corrosion perforation shall be covered 100% for 10 years. Corrosion perforation is defined as complete penetration through the exterior metal of the apparatus.

The warranty period shall begin upon delivery of the apparatus to the original user-purchaser. A copy of the warranty document shall be provided with the proposal.

UV paint fade shall be covered in a separate warranty supplied by Akzo Nobel (Sikkens) and shall be for a minimum of 10 years.

## **Warranty - One Year Standard**

The apparatus manufacturer shall provide a full 1 year standard warranty. All components manufactured by the apparatus manufacturer shall be covered against defects in materials or workmanship for a 1 year period. All components covered by separate suppliers such as engines, transmissions, tires, and batteries shall maintain the warranty as provided by the component supplier. A copy of the warranty document shall be provided with the proposal.

## **Warranty 20 Year Structural**

The apparatus manufacturer shall provide a comprehensive 20 year/100,000 mile structural warranty. This warranty shall cover all structural components of the stainless steel body manufactured by the apparatus manufacturer against defects in materials or workmanship for 20 years or 100,000 miles, whichever occurs first. Excluded from this warranty are all hardware, mechanical items, electrical items, or paint finishes. A copy of the warranty document shall be provided with the proposal.

## **25 Year Frame Rail Corrosion Warranty**

# **CITY OF BLOOMINGTON FIRE DEPARTMENT**

The chassis manufacturer shall provide a 25 year corrosion warranty on the chassis frame rails. This warranty shall cover the chassis frame rails, including frame rail liners (if equipped), for a period of 25 years after the date on which the vehicle is delivered to the original purchaser. A copy of the warranty document shall be provided with the proposal. Please refer to warranty document for complete details and exclusions.

## **SUPPORT, DELIVERY, INSPECTIONS AND MANUALS**

### **Electronic Manuals**

Two (2) copies of all operator, service, and parts manuals **MUST** be supplied at the time of delivery in electronic format (CD-ROMs) -NO EXCEPTIONS! The electronic manuals shall include the following information:

- Operating Instructions, descriptions, specifications, and ratings of the cab, chassis, body, aerial (if applicable), installed components, and auxiliary systems.
- Warnings and cautions pertaining to the operation and maintenance of the fire apparatus and firefighting systems.
- Charts, tables, checklists, and illustrations relating to lubrication, cleaning, troubleshooting, diagnostics, and inspections.
- Instructions regarding the frequency and procedure for recommended maintenance.
- Maintenance instructions for the repair and replacement of installed components.
- Parts listing with descriptions and illustrations for identification.
- Warranty descriptions and coverage.

The CD-ROM shall incorporate a navigation page with electronic links to the operator's manual, service manual, parts manual, and warranty information, as well as instructions on how to use the manual. Each copy shall include a table of contents with links to the specified documents or illustrations.

The CD must be formatted in such a manner as to allow not only the printing of the entire manual, but to also the cutting, pasting, or copying of individual documents to other electronic media, such as electronic mail, memos, and the like.

A find feature shall be included to allow for searches by text or by part number.

These electronic manuals shall be accessible from any computer operating system capable of supporting portable document format (PDF). Permanent copies of all pertinent data shall be kept file at both the local dealership and at the manufacturer's location.

NOTE: Engine overhaul, engine parts, transmission overhaul, and transmission parts manuals are not included.

### **Fire Apparatus Safety Guide**

## **CITY OF BLOOMINGTON FIRE DEPARTMENT**

Fire Apparatus Safety Guide published by FAMA, latest edition. This safety manual is intended to point out some of the basic safety situations that may be encountered during the normal operation and maintenance of a fire apparatus and to suggest possible ways of dealing with these situations. This manual is NOT a substitute for the Manufacturer's fire apparatus operator and maintenance manuals or commercial chassis manufacturer's operator and maintenance manuals.





## Board of Public Works Staff Report

---

**Project/Event:** Request from Crider and Crider for temporary road closures on Old N State Rd 37 between N Walnut St and Gourley Pike

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Bill Williams

**Date:** February 5<sup>th</sup>, 2019

---

**Report:** Crider and Crider is requesting temporary road closures on Old N State Rd 37 between N Walnut St and S Gourley Pike. The request is to facilitate sanitary sewer infrastructure updates for City of Bloomington Utilities that will serve the new IU Health Bloomington Hospital. The closures would be in two phases beginning February 6<sup>th</sup>, 2019 and end June 6<sup>th</sup>, 2019.

Crider and Crider has supplied maintenance of traffic plans for all work. They have also coordinated with adjacent property owners regarding access to their property.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Crider and Crider for the temporary road closures on Old N State Rd 37.

**Recommend** ☒ **Approval** ☐ **Denial by**

*Sara Gomez*



January 25, 2019

*Via Electronic Delivery*

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

RE: Old 37 North; Request for Closure

Dear Board Members:

Indiana University Health / Bloomington Hospital and City of Bloomington Utilities are improving the sanitary sewer in various locations near the new hospital site. The overall project limits for these improvements begin on East 10<sup>th</sup> Street and end west of Walnut Street, near Cascades Park. Crider & Crider, Inc. has been hired to provide these improvements.

In order to facilitate this project, Crider & Crider, Inc. is respectfully requesting the temporary closure of two segments of Old 37 North. The first temporary closure phase is between Club House Drive and Walnut Street. We are requesting a closure date from February 6<sup>th</sup> to April 5<sup>th</sup>. After that work is completed and the road opened to traffic, we will begin the second temporary closure phase from Gourley Pike to Club House Drive, completing that work between April 8<sup>th</sup> and June 6<sup>th</sup>. All work will be in accordance with the Maintenance of Traffic Plan submitted for this project.

Crider & Crider, Inc. will coordinate all activities with the City of Bloomington and City of Bloomington Utilities, City of Bloomington Parks and Recreation Department, law enforcement and transit providers to assure the closure information is well communicated. Therefore, Crider & Crider, Inc. respectfully requests that the Board of Public Works approves the closures described above from February 6, 2019 through June 6, 2019.

Sincerely,

Bill Williams, Project Manager  
Crider & Crider, Inc.

BW/me

IU Health  
Bloomington  
Hospital

Offsite  
Sanitary  
Sewer  
Improvements

Maintenance  
of Traffic  
Plan

Submitted by  
Crider & Crider, Inc.  
January 18, 2019  
Rev. 1/25/2019



# IUHBH/ Offsite Sanitary Sewer Improvements

## Phase 1

Begin: 2/4/19

End: 4/5/19

Work Zone

## Phase 2

Begin: 4/8/19

End: 6/7/19

Work Zone

### Notes:

- 1) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 2) Signs will be inspected regularly and maintained.
- 3) The schedule is approximate and is subject to change. The City of Bloomington will be notified of any changes to the schedule.



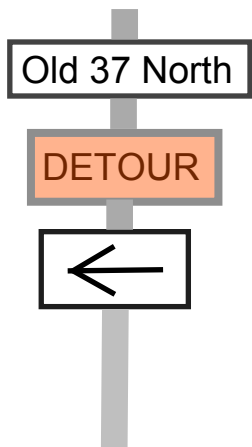
# IUHBH/ Offsite Sanitary Sewer Improvements Signing & Detour Phase 1

## Sign Legend

- 1 Detour w/ Arrow (straight)
- 2 Detour w/ Arrow (left)
- 3 Detour w/ Arrow (right)
- 4 Road Closed Ahead
- 5 Detour Ahead
- 6 Road Closed
- 7 Road Closed to Thru Traffic
- 8 Barricade, Type III
- 9 End Detour



## Detour Sign Assembly



(Typical)



## Notes:

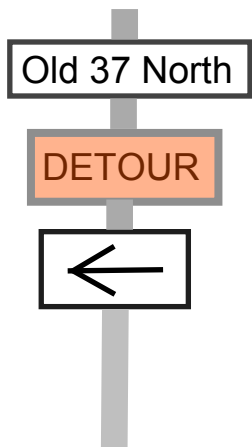
- 1) Detour signs will be utilized and coordinated with the various phases of the closures for the project.
- 2) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 3) Signs will be inspected regularly and maintained.

# IUHBH/ Offsite Sanitary Sewer Improvements Signing & Detour Phase 2

## Sign Legend

- 1 Detour w/ Arrow (straight)
- 2 Detour w/ Arrow (left)
- 3 Detour w/ Arrow (right)
- 4 Road Closed Ahead
- 5 Detour Ahead
- 6 Road Closed
- 7 Road Closed to Thru Traffic
- 8 Barricade, Type III 
- 9 End Detour

## Detour Sign Assembly



(Typical)



## Notes:

- 1) Detour signs will be utilized and coordinated with the various phases of the closures for the project.
- 2) Project area will be signed in accordance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD).
- 3) Signs will be inspected regularly and maintained.



## Board of Public Works Staff Report

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**Project/Event:** Weddle Brothers is requesting a temporary road closure on S Rogers St between Hillside Dr and Cherokee Dr.

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Jeff Ooley

**Date:** February 5<sup>th</sup>, 2019

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**Report:** Weddle Brothers is requesting a temporary road closure S Rogers St between Hillside Dr and Cherokee Dr. The request is to facilitate the water main tap that will serve Switchyard Park. The closure would be for two nights, 7 pm-6 am, February 6<sup>th</sup>, 2019 and February 7<sup>th</sup>, 2019.

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Weddle Brothers for the temporary road closure at 1607 S Rogers St

**Recommend** ☒ **Approval** ☐ **Denial by**

*Sara Gomez*



**WEDDLE BROS. BUILDING GROUP, LLC**

*A Weddle Bros. Construction Company*

100% Employee Owned

January 30, 2019

*Via Electronic Delivery*

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

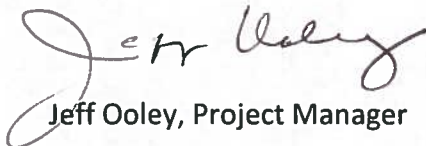
RE: 1611 S. Rogers Street Road Closure (Switchyard Park)

Dear Board Members:

Weddle Bros. is currently constructing the Switchyard Park project. The project requires a water tap in the south bound lane of Rogers Street. In order to complete this tap Weddle Bros. respectfully requests a night closure of Rogers Street beginning 7:00pm Wednesday February 6<sup>th</sup> thru 6:00am Thursday February 7<sup>th</sup>. Please refer to the attached maintenance of traffic plan for specific detour information.

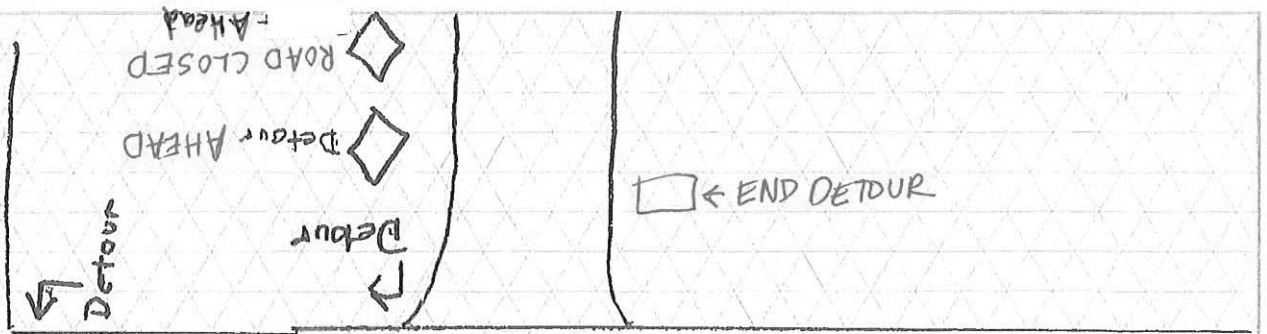
Weddle Bros. will coordinate with the City of Bloomington and the City of Bloomington Utilities, law enforcement, and transit providers to assure this closure information is well communicated. Therefore, Weddle Bros. respectfully requests the Board of Public Works approves the night closure referenced above.

Sincerely,  
Weddle Bros. Building Group, LLC



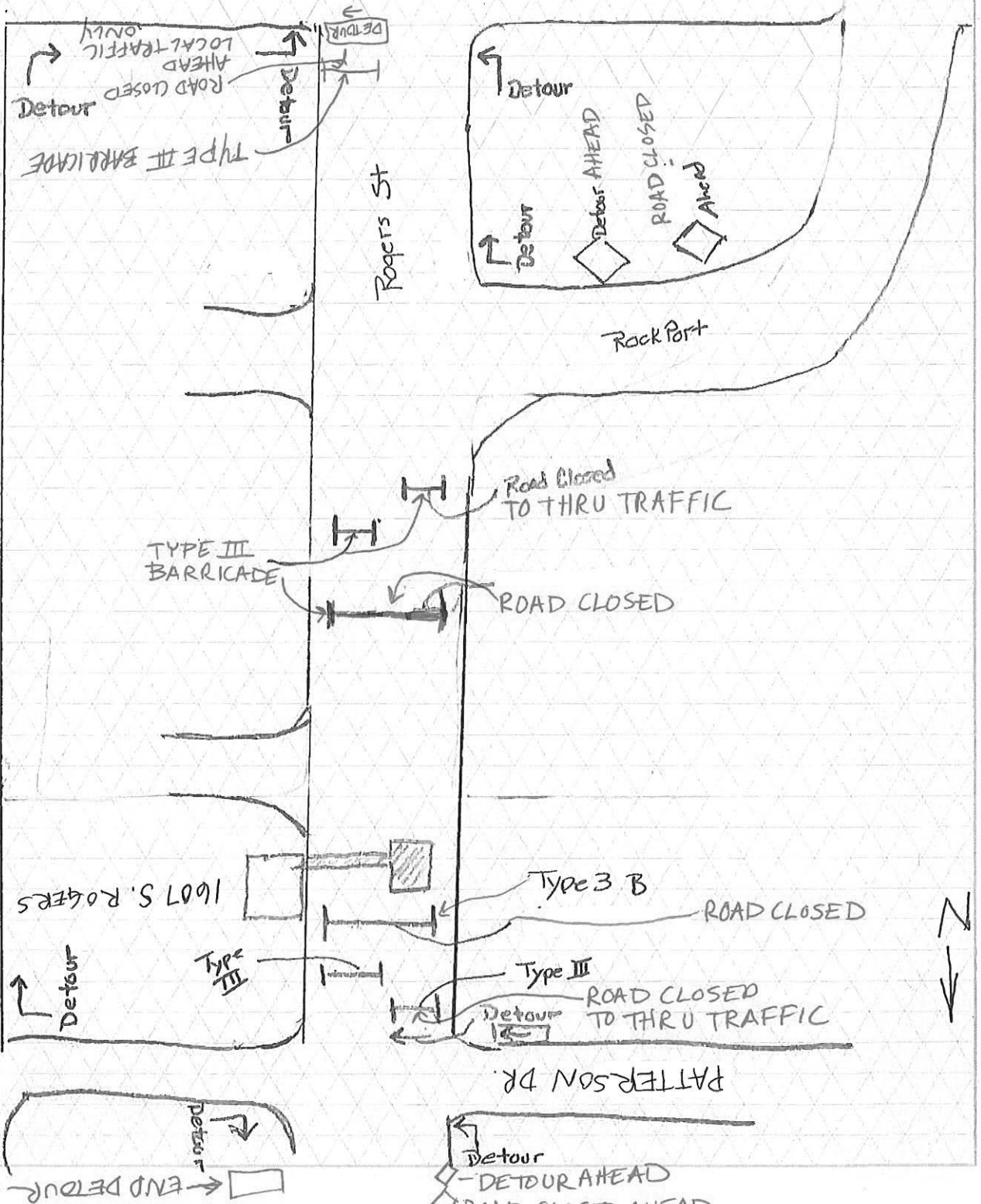
Jeff Ooley, Project Manager

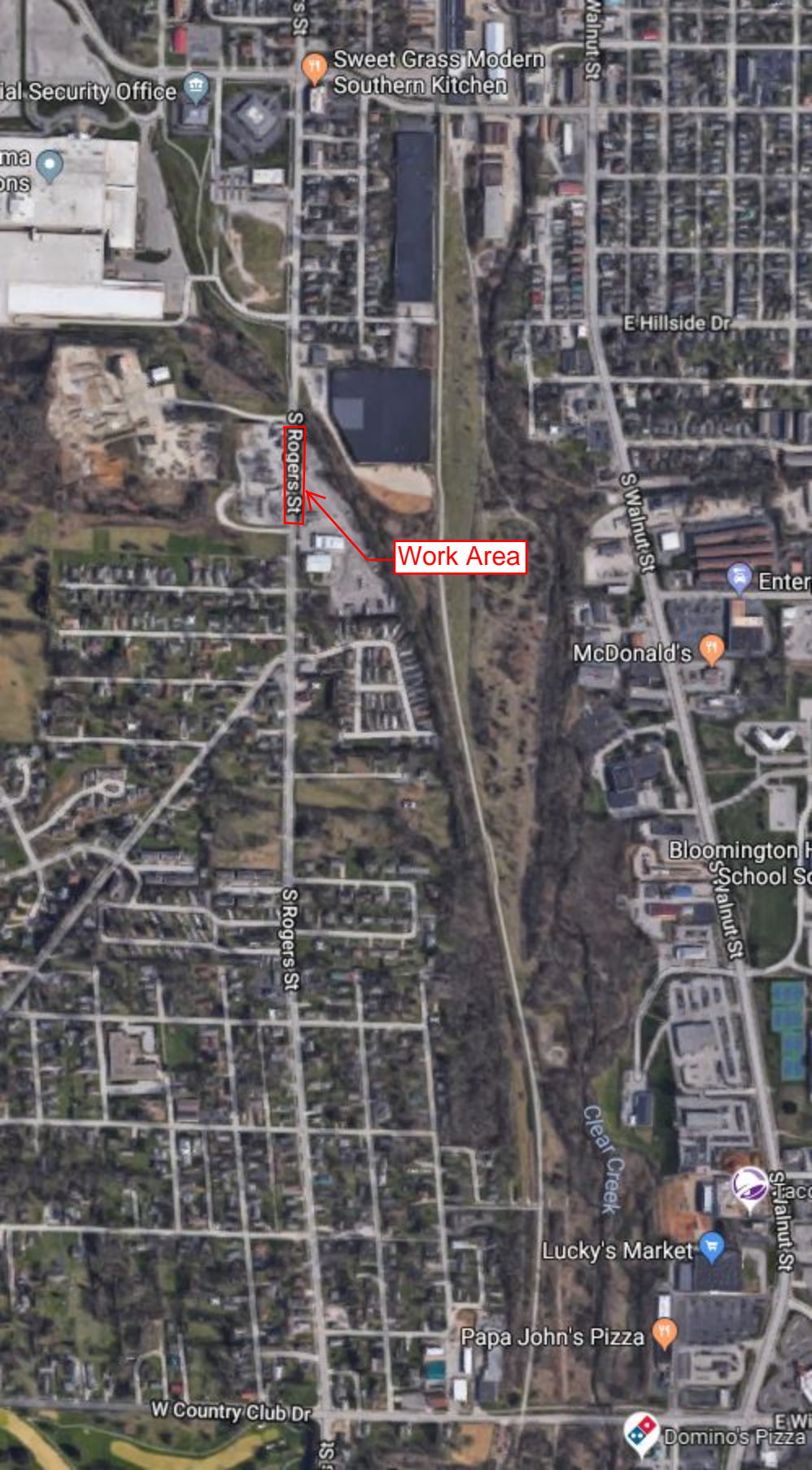




Country Club

TAPP





ial Security Office

ma  
ons

S Rogers St

Sweet Grass Modern  
Southern Kitchen

E Hillside Dr

Work Area

McDonald's

Bloomington H  
School S

S Rogers St

Clear Creek

Lucky's Market

Papa John's Pizza

W Country Club Dr

Domino's Pizza



## Board of Public Works Staff Report

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**Project/Event:** Request from Duke for temporary road/alley closures on N Morton St between W Kirkwood Ave and W 6th St.

**Staff Representative:** Sara Gomez

**Petitioner/Representative:** Kerry Ducker

**Date:** February 5<sup>th</sup>, 2019

---

**Report:** Duke Energy is requesting temporary road/alley closures on N Morton St between W Kirkwood Ave and W 6th St as part of the Alleyworks overhead relocation project. This request is to accommodate overhead line relocation to underground facilities. The traffic control would take place from March 4<sup>th</sup>, 2019 to May 3<sup>rd</sup>, 2019.

Duke Energy has supplied maintenance of traffic plans for all work. They have also sent Public notice to property owners about the BPW meeting and scope of their work (see packet for details).

**Recommendation and Supporting Justification:** Staff has reviewed the request and recommends granting permission to Duke Energy for the temporary traffic control on North Morton St between W Kirkwood Ave and W 6th St location.

**Recommend** ☒ **Approval** ☐ **Denial by**

*Sara Gomez*

January 25, 2019

Board of Public Works  
City of Bloomington  
401 N Morton St  
Bloomington, In 47404

Re: 4<sup>th</sup> to 6<sup>th</sup> St, requested lane closures and excavation

Dear Board Members,

Duke Energy is planning on beginning a relocation project roughly bounded as just west of the B-Line to Gentry St along 4<sup>th</sup> St, then North to the East-West alley just south of Janko's Little Zagreb. To facilitate this, some lane closures and suspending of parking places on 4<sup>th</sup> St. will be needed. We will be installing pad mounted equipment in the tree plot on the south side of 4<sup>th</sup> St across from Wonderlab.

On Morton St: (first closure)

We will be installing 2 Bores from the north side of Kirkwood to the south side of 4<sup>th</sup> St. with west lane closed from Kirkwood north to the alley for 2 weeks. Then a full road closure of 5 days for Morton St. during the day and opening each night due to an open cut trench, from the end of the bore to an existing vault behind Little Zagreb's, Morton St. Total Estimated Duration: 3 weeks

Boring on the south side of 4<sup>th</sup>:

Starting across St. from the Wonder Lab, East to the East side of the B-Line Trail. Next proceed East to Gentry St, then in the tree plot along Gentry, north to an existing vault behind The Chase Bank. Also from Gentry, East in the Alley to College Ave., stopping in the Alley. We will be installing pad mounted equipment along the East side of the B-Line on easement requested from the City Parks Board. Estimated Duration: 3 weeks. No lanes should be closed, equipment will be set up in parking spaces. Temporary lane closures will be needed for pot holing of Utility lines.

Pole Work, 4<sup>th</sup> to Gentry and North to Alley Works and Janko's Little Zagreb: (2<sup>nd</sup> closure)

We will be removing all Overhead wiring from the West side of the B-Line Trail to the Gentry St Pole line. This pole will be cut off above the low voltage on the pole. Going north along Gentry the high voltage wires will be removed north to the AlleyWorks Property north of Kirkwood Ave, except on the first pole north of 4<sup>th</sup> ST. The 2nd pole north of 4<sup>th</sup> will be replaced leaving the low voltage wires to serve the local building. We will be replacing the sidewalk in front of 113 Gentry St. also, closing the alley for 2 Days from Gentry to College Ave, Olympus Properties have been consulted. From the Alley, north to AlleyWorks, all poles will be cut off depending on the needs of the low voltage to



serve the customers or needs of the other Utilities. Crews should be able to work along the East side of Gentry, keeping one lane and all drives open.

North of Kirkwood, East of Morton:  
Alleys will be closed due to Excavation and pole work. Underground Estimated  
Duration: 2 weeks

Some of these may be able to be done at the same time. This would be accomplished if Snedegar Construction can have another crew available.

Duke Energy will coordinate with City of Bloomington, City of Bloomington Utilities, Law Enforcement, and transit providers to assure that these restrictions and closure information is well communicated. Our anticipated starting date is March 4<sup>th</sup> if all approvals are granted. Therefore, Duke Energy respectfully requests that the Board of Public Works approves the restrictions closure referenced above from March 4, 2019 to May 3, 2019.

If there are any questions, please contact me by phone or E-mail.

Sincerely,



Kerry B. Ducker  
Engineering Technologist III  
Customer Delivery Design Engineering  
Duke Energy  
1100 W Second St  
Bloomington, In 47403  
[Kerry.Ducker@duke-energy.com](mailto:Kerry.Ducker@duke-energy.com)  
Ph. 812-337-3035

cc: Nancy Ashlock



Duke Energy  
1100 West Second Street  
Bloomington, IN 47403

## EXAMPLE OF NOTIFICATION LETTER

January 25, 2019

James Whitlatch  
RBOWA LLC  
226 S Collage Ave  
Bloomington, In 47404

James,

This is making you aware of Board of Public Work up-coming meeting on Tuesday Feb. 5th at 5:30 P.M. This project will be on the agenda.

This is to notify you of proposed project in your area. Duke Energy is planning on beginning a relocation project roughly bounded as just west of the B-Line to Gentry St along 4th St, North to the East-West alley just south of Little Zagrebs. To facilitate this, some lane closures and suspending of parking places on 4th St. will be needed. We will be installing pad mounted equipment in the tree plot on the south side of 4th St across from Wonderlab.

### On Morton St:

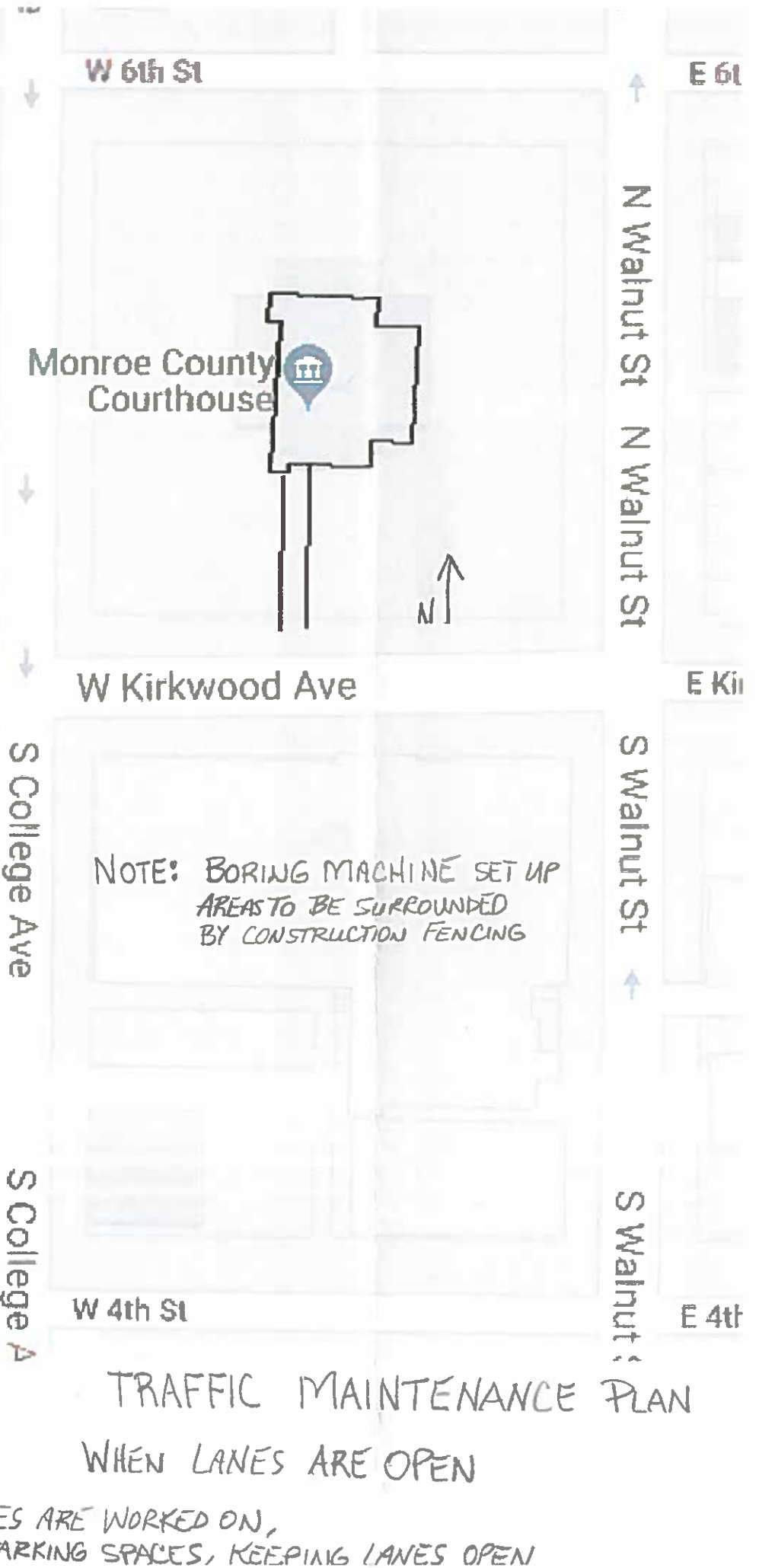
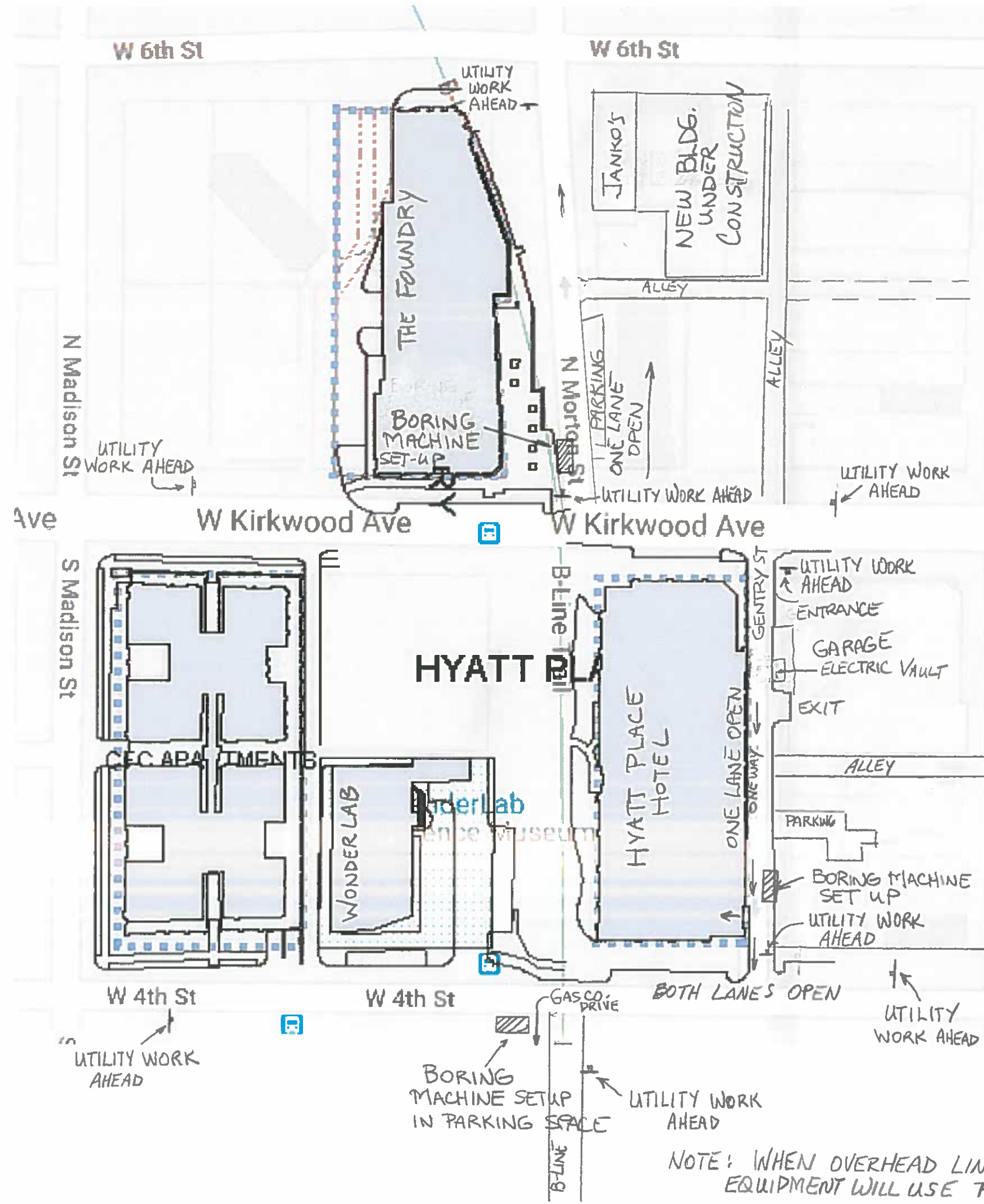
We will be installing 2 Bores from the north side of Kirkwood to the south side of 4th St., then open cut from there to an existing vault behind Little Zagreb's. Estimated Duration: 3 weeks

### Boring on the south side of 4th:

Starting across St. from the Wonder Lab, East to the East side of the B-Line Trail. Then continuing East to Gentry St, then in the tree plot along Gentry, north to an existing vault behind The Chase Bank. Also from Gentry, East in the Alley to College Ave., stopping in the Alley. We will be installing pad mounted equipment along the East side of the B-Line on easement requested from the City Parks Board. Estimated Duration: 3 weeks

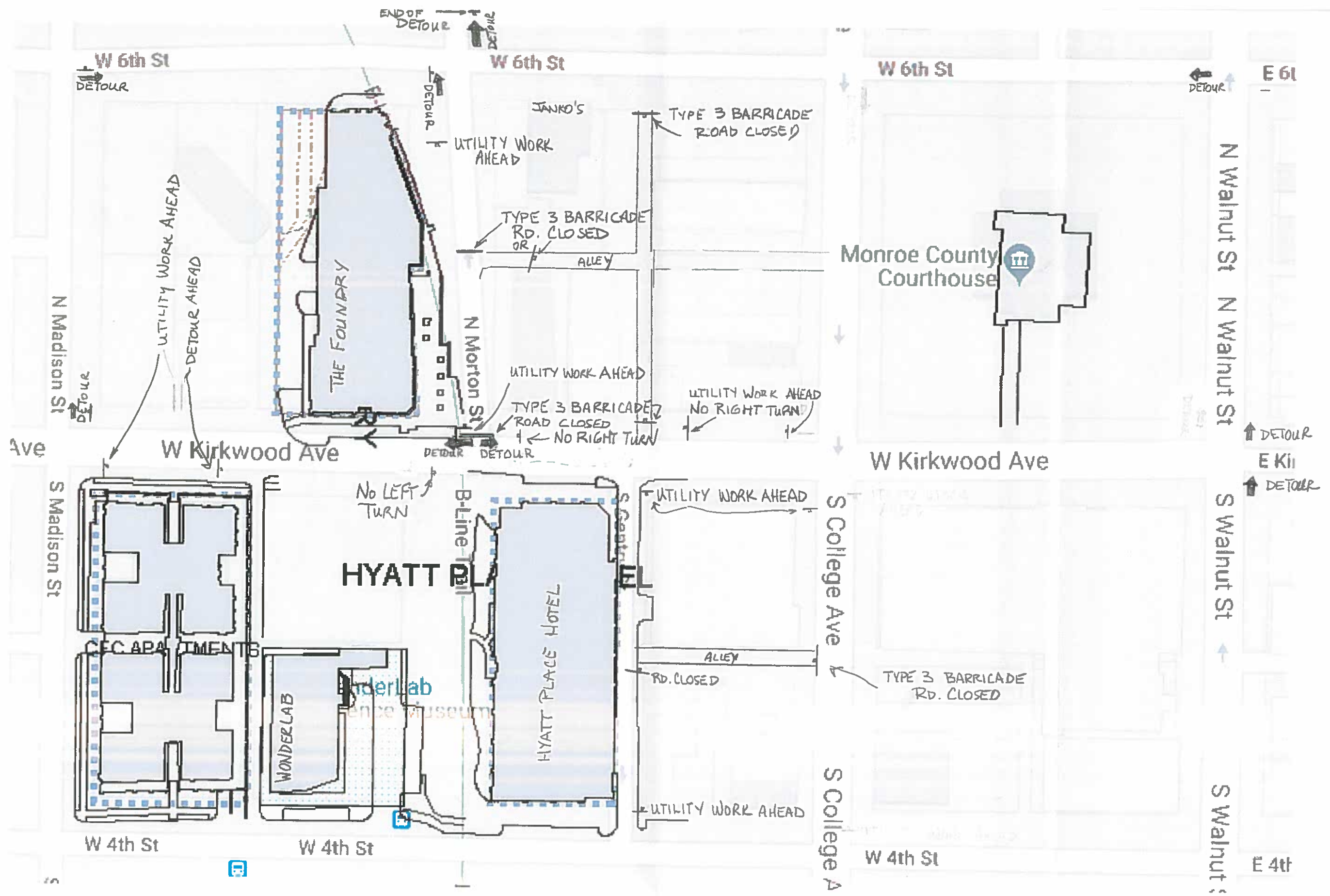
### Pole Work, 4th to Gentry and North to Alley Works and Little Zagrebs:

We will be removing all Overhead wiring from the West side of the B-Line Trail to the Gentry St Pole line. This pole will be cut off above the low voltage on the pole. Going north along Gentry all of the high voltage wires will be removed north to the AlleyWorks Property north of Kirkwood Ave, except on the first pole north of 4th ST. The 2nd pole north of 4th will be replaced leaving the low voltage wires to serve the local building. We will be replacing the sidewalk in front of 113 Gentry St., Olympus Properties have been consulted. From the Alley, north to AlleyWorks, all poles will be cut off depending on the needs of the low voltage to serve the customers or needs of the other Utilities. Crews should be able to work along the East side of Gentry, keeping one lane and all drives open.



# TRAFFIC MAINTENANCE PLAN WHEN LANES ARE OPEN

NOTE: WHEN OVERHEAD LINES ARE WORKED ON,  
EQUIPMENT WILL USE PARKING SPACES, KEEPING LANES OPEN



TRAFFIC MAINTENANCE PLAN  
WHEN MORTON ST OR ALLEY'S ARE CLOSED





North of Kirkwood, East of Morton:

Duke Energy  
1100 West Second Street  
Bloomington, IN 47403

Alleys will be closed due to Excavation and pole work. Underground Estimated  
Duration: 2 weeks

Some of these may be able to be done at the same time. This could be accomplished if  
our Underground Contractor, Snedegar Construction, can have another boring crew  
available.

If you have questions, you can contact me by phone or E-mail.

A handwritten signature in blue ink that reads "Kerry Ducker".

Kerry Ducker  
Engineering Tech III  
Customer Delivery Design Engineering  
Duke Energy  
1100 W 2<sup>ND</sup> St  
Bloomington, IN 47403  
[Kerry.Ducker@duke-energy.com](mailto:Kerry.Ducker@duke-energy.com)  
Ph. 812-337-3035  
<https://www.duke-energy.com/partner/-with-us//builders-developers-and-contractors/construction-toolbox>

cc: Nancy Ashlock



Christina Smith &lt;smithc@bloomington.in.gov&gt;

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**[public.works] Duke Energy Agenda Item for Feb 5**

1 message

**Walker, Ron** <Ron.Walker@cfcproperties.com>

Mon, Feb 4, 2019 at 3:03 PM

To: "public.works@bloomington.in.gov" &lt;public.works@bloomington.in.gov&gt;

Cc: "kerry.ducker@duke-energy.com" &lt;kerry.ducker@duke-energy.com&gt;, "bruce.calloway@duke-energy.com" &lt;bruce.calloway@duke-energy.com&gt;

Hello,

I'm writing on behalf of CFC Properties regarding the following agenda item:

IV New Business - 5. Approve Request from Duke Energy for Temporary Road and Alley Closures in the Area of the 200 Block of N. Morton Street.

CFC supports this project and looks forward to its completion. We are writing to make sure our concern about access to the Chase Building garage is heard by the BPW. Part of Duke Energy's project includes work along Gentry Street behind the Chase Building (a CFC building). CFC needs to ensure access to and from that garage during the project.

If it is necessary for brief periods to close one of the doors to the garage, we are hopeful that adequate notice can be given to Chase Building Tenants and that the interruption will be as brief as possible. We shared our concerns with Duke Energy on 1/29/19 and received an email response on that same day from Kerry Drucker expressing Duke Energy's full intention to keep the entrance and exit to Chase Bank open all times.

CFC has successfully partnered with Duke Energy many times and we believe they will work hard to minimize impacts while they perform utility work. We look forward to working with them to make this project go smoothly and rapidly.

Sincerely,

Ron

---

**Ron Walker | VP, Operations | 812-332-0053**

CFC Properties | A Cook Group Company

**CONFIDENTIALITY NOTICE:** This transmission (including any attachments) contains information which is confidential and/or subject to the attorney-client or work product privilege, and is intended solely for the individual or entity named above. If you are not the intended recipient, any interception, copying, distribution, disclosure or use of this transmission or any information contained in it is strictly prohibited, and may be subject to criminal and civil penalties. If you have received this transmission in error, please call us collect immediately at (812) 331-1025, delete the transmission from all forms of electronic or other storage, and destroy all hard copies. Do NOT forward this transmission. Thank You.

2-5-2019

Board of Public Works Hearing, City of Bloomington

Request from DUKE Energy for temporary road/alley closures on N. Morton St. between W. Kirkwood Ave. and W. Sixth St. as a part of the ALLEYWORKS overhead relocation project.

**Reason for writing:**

The above projects' request will have an effect on the day to day operation of Janko's existing small business listed below.

**Janko's Little Zagreb**

Location: 223 W 6<sup>th</sup> St

Owner: Mark Conlon (out of town today)

Owner's Representative: Marc Cornett, phone: (812) 325-5964, email: marccornett@yahoo.com

**Janko's site is accessed from East/West alley R.O.W. at the South edge of the site, off of Morton St.  
SEE ATTACHED DRAWING (note: Morton St. is a one-way street, northbound only)**

**Deliveries and Pick-up/Removal:**

Service:	Days:	Times:	Company/Provider:
Trash and Recycling	M, Tu, Th, F, Sa	Early morning	Republic Services (800) 546-4285
Food	Tu and F	Morning	Siscoe
Linens	M, W, F	Late morning	Economy Linen
Beer	Tu	Mid-morning	Monarch
	Tu	Mid-afternoon	Best Beer

**Employee Parking:**

Parking area is on-site

(8) Employee parking spaces - in use 6 days a week, M-Sa

Sincerely,

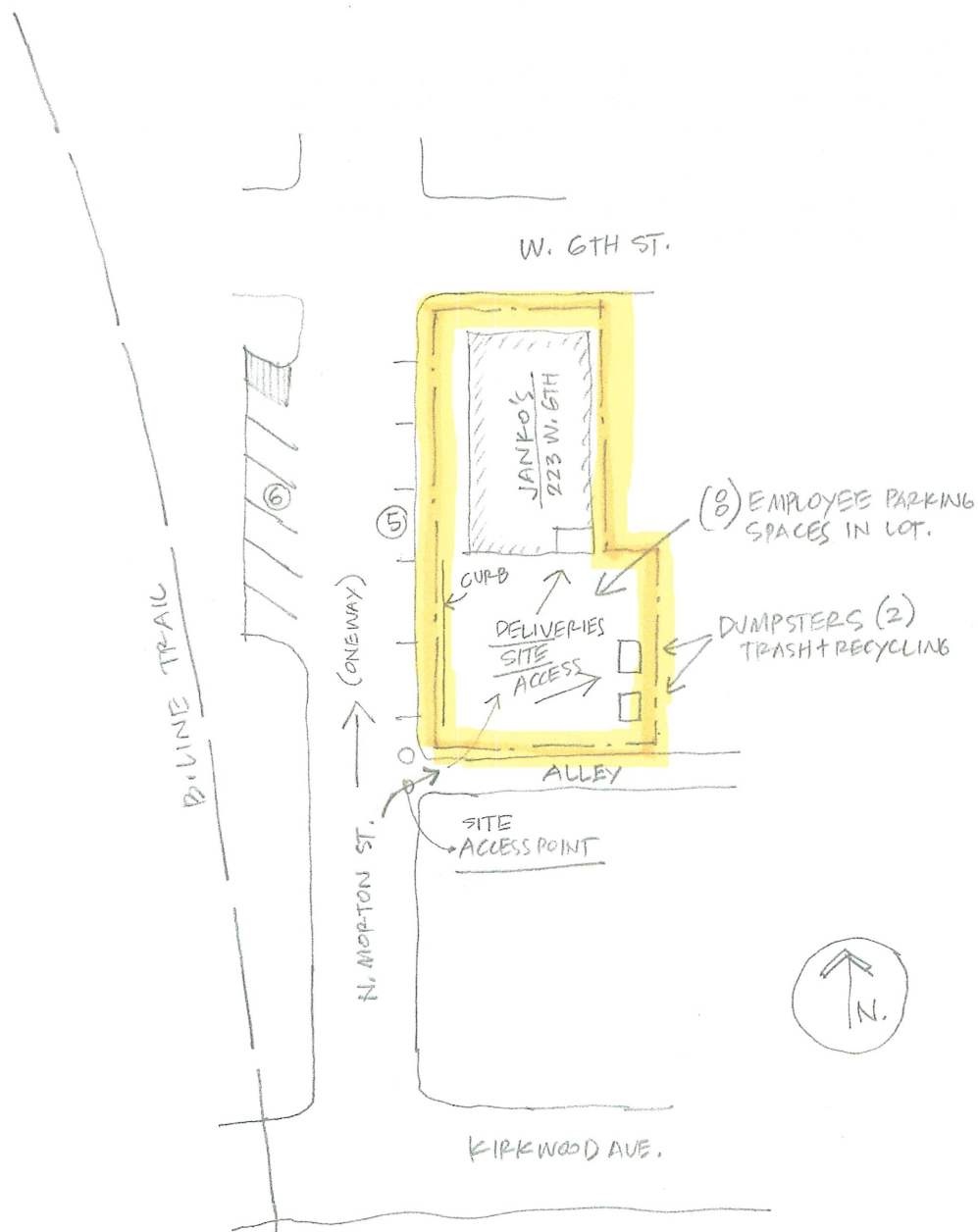
Marc Cornett,  
Owners' Representative

2-5-2019

Board of Public Works Hearing, City of Bloomington

Request from DUKE Energy for temporary road/alley closures on N. Morton St. between W. Kirkwood Ave. and W. Sixth St. as a part of the ALLEYWORKS overhead relocation project.

Janko's Site Map























## Board of Public Works Staff Report

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**Project/Event:** West 17<sup>th</sup> Street Reconstruction Project  
Construction Engineering Contract

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

**Staff Representative:** Matt Smethurst

**Date:** 1/29/2019

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**Report:** This project will reconstruct West 17<sup>th</sup> Street from Lismore Drive to Monroe Street. The project will include new sidewalk and sidepath, as well as new utility infrastructure.

This project will be TIF funded through Redevelopment Commission Resolution 16-80. The City of Bloomington will be reimbursed through an INDOT Interlocal Agreement and Community Crossings Matching Grant.

Construction will begin in the spring of 2019.

Beam, Longest, and Neff, L.L.C. was selected from 4 engineering firms that responded to a standard Request for Proposals (RFP) to perform construction engineering for this project. Compensation for these services is set at a not-to-exceed amount of \$390,000.00.

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**Recommendation and Supporting Justification:** Staff recommends that the Board approve the West 17<sup>th</sup> Street Reconstruction Project Construction Engineering Contract.

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

**PROJECT NAME: 17<sup>th</sup> Street Road Reconstruction from Lismore Drive to Monroe Street  
Construction Observation**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Beam, Longest and Neff, L.L.C., (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive construction observation services necessary for future construction of 17<sup>th</sup> Street Reconstruction from Lismore Drive to Monroe Street; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including construction observation, which shall be hereinafter referred to as "the Services"; and

WHEREAS, the Consultant has extensive experience, knowledge and expertise relating to these Services in connection therewith; 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 following mutual covenants herein contained, the parties hereto mutually covenant and agree as follows:

**Article 1. Scope of Services:** Consultant shall provide required Services for the Board as set forth in Exhibit A-1, Scope of Engineering Services and Exhibit A-2, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Exhibits A-1 and A-2 are 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 representative(s).

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

**Article 2. Standard of Care:** Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

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

**A. Information/Reports**

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

**B. Representative**

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

## C. Decisions

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

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Three Hundred Ninety Thousand Dollars (\$390,000.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in work, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative(s) 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, Estimated Project 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, Key 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. Consultant shall provide the Board's representative(s) with access to the Appia / Doc Express Software and, upon request, a copy of all project files generated by Consultant. Such files shall become the property of the Board.

**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:

Beam, Longest and Neff, L.L.C.  
Attn: Jim Longest  
8320 Craig Street  
Indianapolis, Indiana 46250

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representative(s) 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.

**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 Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board 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 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 subconsultant is liable to the Board 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 Board.

Exhibit E, Affidavit Regarding E-Verify, 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, Non-Collusion Affidavit, 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: \_\_\_\_\_  
Beth H. Hollingsworth, Vice President

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

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

Consultant

Beam, Longest and Neff, L.L.C.

\_\_\_\_\_  
James B. Longest  
President

**EXHIBIT A-1**  
**SCOPE OF ENGINEERING SERVICES**

1. Construction Observation

- 1.1 Furnish a Resident Project Representative (RPR), assistants and other staff to assist in observing the performance of the work of the contractor. The duties, responsibilities and limitations of authority of the RPR are as set forth in Attachment A-1, which is attached hereto and made an integral part hereof. It is assumed that one (1) RPR will be on site twenty (20) hours per week for six (6) weeks of preconstruction activities, forty-four (44) hours per week for the forty (40) week construction duration, and forty-four (44) hours per week for eight (8) additional weeks for a potential time extension.

## EXHIBIT A-2

### Duties, Responsibilities and Limitations of Authority Of Resident Project Representative

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The CONSULTANT shall furnish a Resident Project Representative ("RPR"), assistants and other field staff to assist the CONSULTANT in observing progress and quality of the work of the Contractor. All work will be performed as depicted in the INDOT General Instructions to Field Employees (GIFE) and the INDOT SS, including methods for recording quantities (with the exception of the use of Site Manager).

Through on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the work of the Contractor. However, the CONSULTANT shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct, or have control over the Contractor's work nor shall the CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor, for safety precautions and programs incident to the work of the Contractor, for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's performing and furnishing the work, or responsibility of construction for the Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

The duties and responsibilities of the RPR are limited to those of the CONSULTANT in the CONSULTANT'S Agreement for Consulting Services with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

#### A. General

RPR is the CONSULTANT'S agent at the site, will act as directed by and under the supervision of the CONSULTANT, and will confer with the CONSULTANT regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the CONSULTANT and Contractor, keeping the OWNER advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor. RPR shall generally communicate with the OWNER with the knowledge of and under the direction of the CONSULTANT.

#### B. Duties and Responsibilities of RPR

1. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by the Contractor and consult with the CONSULTANT concerning acceptability.
2. *Conferences and Meetings:* Attend meetings with the Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

3. *Liaison:*

- a. Serve as the CONSULTANT'S liaison with the Contractor, working principally through the Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the CONSULTANT in serving as the OWNER'S liaison with the Contractor when the Contractor's operations affect the OWNER'S on-site operations.
- b. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.

4. *Shop Drawings and Samples:*

- a. Record date of receipt of Shop Drawings and Samples.
- b. Receive Samples which are furnished at the site by Contractor, and notify CONSULTANT of availability of Samples for examination.
- c. Advise CONSULTANT and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by CONSULTANT.

5. *Review of Work, Rejection of Defective Work, Inspections and Tests:*

- a. Conduct on-site observations of the Work in progress to assist the CONSULTANT in determining if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the CONSULTANT whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the CONSULTANT of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to CONSULTANT appropriate details relative to the test procedures and start-ups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to CONSULTANT.

6. *Interpretation of Contract Documents:* Report to the CONSULTANT when clarification and interpretations of the Contract Documents are needed and transmit to the Contractor clarifications and interpretations as issued by the CONSULTANT.
7. *Modifications:* Consider and evaluate the Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the CONSULTANT. Transmit to the Contractor in writing the decision as issued by the CONSULTANT.
8. *Records:*
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor and other Project related documents.
  - b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to CONSULTANT.
  - c. Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
  - d. Prepare and provide in digital format a final construction record to the CONSULTANT and OWNER that shall contain a copy of all the prepared and maintained RPR documents.
9. *Reports:*
  - a. Furnish to the CONSULTANT periodic reports as required of progress of the Work and of the Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
  - b. Consult with CONSULTANT in advance of scheduled major tests, inspections or start of important phases of the Work.
  - e. Draft proposed Change Orders and Work Change Directives, obtaining backup material from the Contractor and recommend to the

CONSULTANT Change Orders, Work Change Directives, and Field Orders.

- f. Report immediately to the CONSULTANT and the OWNER the occurrence of any accident.
- 10. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to CONSULTANT, noting particularly the relationship of the payment requested to the schedule of values, work completed and materials and equipment delivered at the site but not incorporated in the Work. The RPR (or CONSULTANT) will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of the Project.
- 11. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to CONSULTANT for review and forwarding to OWNER prior to final payment for the Work.
- 12. *Completion:*
  - a. Before the CONSULTANT issues a Certificate of Substantial Completion, submit to the Contractor a list of observed items requiring completion or correction.
  - b. Observe whether the Contractor has had performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
  - c. Conduct a final inspection in the company of the OWNER and Contractor and prepare a final list of items to be completed or corrected.
  - d. Observe whether all items on final list have been completed or corrected and make recommendations to CONSULTANT concerning acceptance and issuance of the Notice of Acceptability of the Work.

**C. Limitations of Authority by RPR**

The Resident Project Representative

- 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the CONSULTANT.



2. Shall not exceed limitations of the CONSULTANT'S authority as set forth in the Agreement for Consulting Services or the Contract Documents.
3. Shall not undertake any of the responsibilities of the Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or Sample submittals from anyone other than the Contractor.
7. Shall not authorize the OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the CONSULTANT.

**EXHIBIT B**  
**SCHEDULE OF COMPENSATION**

This project is to be conducted on an hourly basis at the rates shown below with an agreed Maximum Cost of Three Hundred Ninety Thousand Dollars (**\$390,000.00**). In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

Classification	Hourly Rate
Mike Cox	\$285.00
Guy Della Valle	\$170.22
Tom Mobley	\$122.09
Direct Expenses	At Cost
Subconsultants	Cost + 5%
Mileage	\$0.38/mile

The Hourly Rates are subject to revision in July of each year.

**EXHIBIT C**  
**ESTIMATED PROJECT SCHEDULE**

<b>MILESTONE</b>	<b>ESTIMATED DATE</b>	<b>COMMENTS</b>
Letting Date	January 29, 2019	
Start of Clearing and Preconstruction Activities	March 4, 2019	
Start of Construction	April 1, 2019	
Intermediate Completion Date	January 4, 2020	

Fee also includes eight (8) additional weeks beyond January 4, 2020 for a potential time extension if needed.

**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**

Construction Observation Department Manager

Mike Cox, PE

Field Services Coordinator/RPR

Guy Della Valle

RPR

Tom Mobley

**EXHIBIT E**  
**AFFIDAVIT REGARDING E-VERIFY**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MARION        )

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

1. The undersigned is the President of Beam, Longest and Neff, L.L.C.
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.

\_\_\_\_\_  
James B. Longest  
President

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MARION        )

Before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and acknowledged the execution of the foregoing this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
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 \_\_\_\_\_, 2019.

Beam, Longest and Neff, L.L.C.  
(Name of Organization)

By: \_\_\_\_\_  
James B. Longest  
President

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MARION        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

**FEE JUSTIFICATION EXHIBIT  
MAN-HOURS BY CLASSIFICATION  
CONSTRUCTION OBSERVATION**

OWNER: **City of Bloomington**

PROJECT: **17th Street - Lismore Drive to Monroe Street**

DESCRIPTION: **Road Reconstruction**

Task	Man-hours by Classification			
	DEPT. MGR.	RPR BLN	Assistant RPR	TOTAL
Pre-Construction Activities	16	60	0	76
Tree Clearing and Misc - Part Time Inspections	12	120	0	132
Field Work	160	1760	0	1920
Potential Extension of Work (8 Weeks)	32	352	0	384
Post Constructon Activities	20	200	0	220
Final As Builts and Documentation	4	40	0	44
<b>Total Hours</b>	<b>244</b>	<b>2532</b>	<b>0</b>	<b>2776</b>
Hourly Rate	\$285.00	\$122.09	\$122.09	
Total Labor	\$69,540.00	\$309,131.88	\$0.00	\$378,671.88
Direct Non-Salary Costs				\$11,242.00
<b>TOTAL</b>				<b>\$389,913.88</b>
<b>USE</b>				<b>\$390,000.00</b>

Assumptions:

Letting Date:	1/29/19
Estimated Start of Clearing / PT Inspection Duties:	2/20/19 (20 hours per week)
Estimated Start of Construction:	4/1/19 (44 hours per week)
Intermediate Completion Date:	1/4/20 (40 weeks)
Potential Additional 8 weeks of time extension in 2020 (Assume 44 Hours per week)	
Post Construction Activites (10 weeks at 20 hours per week)	
Estimated Construction Cost	\$4,300,000.00

**FEE JUSTIFICATION EXHIBIT  
MAN-HOURS BY CLASSIFICATION  
CONSTRUCTION OBSERVATION**

**CONSTRUCTION OBSERVATION  
DIRECT COSTS**

Task	X	Y	Z	TOTAL
<b>MILEAGE:</b>				
(X miles/week) x (Y weeks) x (\$0.38/mile) =	350	54	\$0.38	\$7,182.00
<b>LODGING:</b>				
(X weeks) x (4 nights per week) x (\$100/night) =	0	0	\$100.00	\$0.00
<b>PER DIEM:</b>				
(X weeks) x (5 days per week) x (\$26/day) =	0	0	\$26.00	\$0.00
<b>Appia / Doc Express Software</b>				
License for two years	1	2	\$2,000.00	\$4,000.00
<b>XEROX COPIES (8.5x11):</b>				
(X sets) x (Y pages/set) x (\$0.15/page)	2	200	\$0.150	\$60.00
<b>TOTAL</b>				\$11,242.00



# THOMAS J. MOBLEY

## RESIDENT PROJECT REPRESENTATIVE

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### REGISTRATIONS/ CERTIFICATIONS

#### **INDOT Certified**

Earthwork

Construction Procedures I

Construction Procedures II

HMA Paving

Concrete Paving

Bridge Construction & Deck Repair

Site Manager Training

INDOT Independent Assurance

Field Testing Program

HAZMAT Certification

IWEA Water and Sewer

Construction Inspection

Certification

IWEA Sewer Systems Operations  
and Management Certification

### QUALIFICATIONS

Mr. Mobley has over 37 years' experience in the construction, construction inspection and project management industry. He has worked as a contractor, field superintendent, and a resident field inspector during these years. During this tenure, Mr. Mobley has performed construction project management, conflict resolution, materials testing, and the field inspection of water, sewer, road, and bridge infrastructure projects throughout the State of Indiana.

Mr. Mobley has received construction Certifications from the Indiana Department of Transportation, the American Institute of Constructors, and the American Concrete Institute.

### RESIDENT REPRESENTATIVE EXPERIENCE

#### CONSTRUCTION INSPECTION

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Mr. Mobley has been involved in a wide variety of projects ranging in size from \$10,000 to over \$30,000,000 that included water, wastewater, storm water, road, bridge, and signal construction related activities. Duties included recording work and material data, on-site concrete, asphalt, backfill, and soil testing, troubleshooting construction and design related issues, and field collection of GPS data points. Mr. Mobley was also responsible for heading project coordination meetings, assisting in utility conflict resolution, and being a liaison between the contractor and the owner. Mr. Mobley has worked as an inspector on a variety of state, local, and federal aid projects.

#### **City of Rushville Streetscape, Rushville, IN**

RPR for this Streetscape project to construct new sidewalks, curb and gutter, lighting, brickwork and landscaping along a one mile stretch of Main Street. Tom's duties included general construction inspection, testing, erosion control inspections, quantity verification, change order development, and all other project documentation. He coordinated with the Mayor of Rushville regarding numerous items throughout construction.

#### **Old Salem Road, Jeffersonville, IN**

RPR for the one-mile road project reconstruction a gravel road into a new road section including curb and gutter, storm sewer, sidewalk, concrete driveways and included construction of 3 retaining walls. Tom's duties included general construction inspection, testing, erosion control inspections, quantity verification, change order development and all other project documentation.

## RESIDENT REPRESENTATIVE EXPERIENCE (CONT.)

### **Hague Road Extension, Noblesville, IN**

RPR for the 1 ½ mile road project reconstruction project including constructing a new road section on top of a wetland area. The road construction included roundabout construction, new curb and gutter, storm sewer, sidewalk, concrete driveways, water line and sanitary sewer line construction. Tom's duties included general construction inspection, testing, erosion control inspections, quantity verification, change order development, and all other project documentation.

## ADDITIONAL EXPERIENCE

### INDOT Transportation Projects

- I-65 over Big Blue River Bridge Reconstruction (Edinburgh, Indiana)
- US 31 Carmel Corridor Reconstruction (Carmel, Indiana)
- Cowan Road Reconstruction (Muncie, Indiana)
- Ohio River Bridge East End Crossing (Madison, Indiana)
- Sixth Street Reconstruction (Monticello, Indiana)
- Ronald Reagan Parkway (Plainfield, Indiana)

### Municipal Transportation Projects

- 146<sup>th</sup> Street Reconstruction (Noblesville, Indiana)
- Hendricks County WWTP Expansion (Avon, Indiana)
- CSO 041 Sewer System Construction (Kokomo, Indiana)
- Hazel Dell Road (Noblesville, Indiana)
- Keystone Parkway Corridor Reconstruction (Carmel, Indiana)
- Lawrenceburg Lift Station Inspections (Lawrenceburg, Indiana)
- US 50 Water and Sewer Extension Project (Lawrenceburg, Indiana)
- Noblesville Corporate Campus (Noblesville, Indiana)

### Miscellaneous Inspection Projects

- 2007 Water Main Replacement Program (Crawfordsville, Farmersburg, Sullivan Indiana)
- Indiana American Water 2012 Replacement Main Inspections (Kokomo, Muncie, and Winchester, Indiana)
- Indiana American Water 206<sup>th</sup> and James (Noblesville, Indiana)



## Board of Public Works Staff Report

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**Project/Event:** West 17<sup>th</sup> Street Reconstruction Project

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

**Staff Representative:** Matt Smethurst

**Meeting Date:** February 5, 2019

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The Planning & Transportation Department recently solicited bids for the reconstruction of West 17<sup>th</sup> Street from Lismore Drive to Monroe Street.

Staff received four bids for this project. The results are as follows:

Crider & Crider, Inc.- \$3,868,888.66

E & B Paving, Inc.- \$3,366,366.00

Milestone Contractors- \$3,296,000.00

Reed and Sons- \$3,026,526.18

Staff has reviewed the bids received and recommends awarding the contract to Reed and Sons Construction, Inc. for the West 17<sup>th</sup> Street Reconstruction Project.

This project will be TIF funded through Redevelopment Commission Resolution 16-80, and then reimbursed through an INDOT Interlocal Cooperative Agreement.

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

# AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

Reed and Sons Construction, Inc.

FOR

**West 17<sup>th</sup> Street Reconstruction Project**

**THIS AGREEMENT**, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Reed and Sons Construction, Inc., (hereinafter CONTRACTOR);

**WITNESSETH THAT:**

WHEREAS, CITY desires to retain CONTRACTOR'S services for *the reconstruction of existing roadway, new sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications.* (more particularly described in Attachment 'A', "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Bid on the Bid Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Bidder for said project.

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

**ARTICLE 1. TERM**

**1.01** This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

**ARTICLE 2. SERVICES**

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

**2.02** All work required under this Agreement shall be substantially completed by the CONTRACTOR within two hundred fifteen (215) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

**2.04** CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or

hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

### **ARTICLE 3.        COMPENSATION**

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

### **ARTICLE 4.        RETAINAGE**

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

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

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

**4.03**     **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice.

However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

## **ARTICLE 5. GENERAL PROVISIONS**

**5.01** CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees, and the Indiana Department of Transportation for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees, and the Indiana Department of Transportation for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

### **5.02 Abandonment, Default and Termination**

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

### **5.03 Successors and Assigns**

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

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

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

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Bid Documents.
4. The Invitation to Bidders.
5. The Instructions to Bidders.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

**5.04.02** In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

### **5.05 Insurance**

### **5.05.01**

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

### **5.05.02** CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

### **5.05.03** With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

**5.05.04** Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY and the Indiana Department of Transportation shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.



**5.06 Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

**5.07 Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

**5.08 Non-Discrimination**

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

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

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

**5.09 Workmanship and Quality of Materials**

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

**5.09.02 OR EQUAL:** Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Reed and Sons Construction, Inc.
Attn: Matt Smethurst, Project Manager	Attn: R. Shannon Reed, President
P.O. Box 100 Suite 130	299 W. Moorman Road
Bloomington, Indiana 47402	Bloomington, Indiana 47403

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

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

**5.17** **Steel or Foundry Products**

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

**5.17.02** Domestic Steel products are defined as follows:

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

**5.17.03** Domestic Foundry products are defined as follows:

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

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

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

**5.18** **Verification of Employees' Immigration Status**

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) calendar days of the date of notice. If the Contractor or any of its subcontractors

verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) calendar day period, the City shall terminate the Agreement, unless the City determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the City may allow the Agreement to remain in effect until the City procures a new contractor. If the City terminates the Agreement, the Contractor or its subcontractor is liable to the City for actual damages.

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

#### **5.19 Drug Testing Plan**

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

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

DATE: \_\_\_\_\_

City of Bloomington  
Bloomington Board of Public Works

BY:

BY:

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

\_\_\_\_\_  
Contractor Representative

\_\_\_\_\_  
Beth H. Hollingsworth, Member

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

\_\_\_\_\_  
Dana Palazzo, Member

\_\_\_\_\_  
Title of Contractor Representative

\_\_\_\_\_  
John Hamilton, Mayor of Bloomington

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## **ATTACHMENT 'A'**

### **"SCOPE OF WORK"**

#### **17<sup>th</sup> Street Reconstruction Project**

This project shall include, but is not limited to, *the reconstruction of existing roadway, new sidewalk and multiuse path, curbing, landscaping, stormwater infrastructure, and other work as required per the plans and specifications.*

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

# AFFIDAVIT

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



## **“E-Verify AFFIDAVIT”**

## E-Verify AFFIDAVIT

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



**ATTACHMENT 'D'**

**COMPLIANCE AFFIDAVIT**

**REGARDING INDIANA CODE CHAPTER 4-13-18**

**DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS**

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

AFFIDAVIT

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

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

\_\_\_\_\_  
Signature

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

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

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

My Commission Expires: \_\_\_\_\_  
Signature of Notary Public

County of Residence: \_\_\_\_\_  
Printed Name of Notary Public

**ATTACHMENT 'E'**

**"Unit Prices"**

## ATTACHMENT 'E'

## "Unit Prices"



**City of Bloomington**  
**Planning and Transportation Department**

Letting Date: February 1, 2019

Proposal Schedule of Items (Unit Prices)

Project Title : 17th Street Reconstruction

LINE	INDOT CODE	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1.00	LS	\$61,000.00	\$61,000.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1.00	LS	\$61,000.00	\$61,000.00
003	201-02245	TREE 6 IN., REMOVE	6.00	EACH	\$215.00	\$1,290.00
004	201-02250	TREE 10 IN., REMOVE	12.00	EACH	\$215.00	\$2,580.00
005	201-02255	TREE 18 IN., REMOVE	23.00	EACH	\$215.00	\$4,945.00
006	201-02260	TREE 30 IN., REMOVE	7.00	EACH	\$2,000.00	\$14,000.00
007	201-02265	TREE 48 IN., REMOVE	4.00	EACH	\$2,000.00	\$8,000.00
008	201-52370	CLEARING RIGHT OF WAY	1.00	LS	\$47,000.00	\$47,000.00
009	202-02240	PAVEMENT, REMOVAL	158.00	SYS	\$25.00	\$3,950.00
0010	202-02278	CURB, CONCRETE, REMOVE	588.00	LFT	\$8.00	\$4,704.00
0011	202-02279	CURB & GUTTER, REMOVE	169.00	LFT	\$8.00	\$1,352.00
0012	202-52710	SIDEWALK, CONCRETE, REMOVE	900.00	SYS	\$9.00	\$8,100.00
0013	202-91385	INLET, REMOVE	5.00	EACH	\$300.00	\$1,500.00
0014	202-96133	PIPE, REMOVE	330.00	LFT	\$10.00	\$3,300.00
0015	203-02000	EXCAVATION, COMMON	6841.00	CYS	\$25.00	\$171,025.00
0016	203-02010	EXCAVATION, ROCK	375.00	CYS	\$120.00	\$45,000.00
0017	205-12108	STORM WATER MANAGEMENT BUDGET	46677.50	DOL	\$1.00	\$46,677.50
0018	205-12111	SWQCP PREPARATION AND IMPLEMENTATION, LEVEL 1	1.00	LS	\$15,000.00	\$15,000.00
0019	206-51215	EXCAVATION, X	1688.00	CYS	\$46.00	\$77,648.00
0020	207-08264	SUBGRADE TREATMENT, TYPE II	1333.00	SYS	\$13.00	\$17,329.00
0021	207-08266	SUBGRADE TREATMENT, TYPE III	1274.00	SYS	\$3.00	\$3,822.00
0022	207-09935	SUBGRADE TREATMENT, TYPE IB	6335.00	SYS	\$7.00	\$44,345.00
0023	211-09264	STRUCTURAL BACKFILL, TYPE 1	3073.00	CYS	\$34.00	\$104,482.00
0024	301-07448	COMPACTED AGGREGATE, NO. 53, BASE	1512.00	TON	\$24.00	\$36,288.00
0025	301-07449	COMPACTED AGGREGATE, NO. 73	98.00	TON	\$27.00	\$2,646.00
0026	306-08034	MILLING, ASPHALT, 1 1/2 IN.	181.00	SYS	\$16.00	\$2,896.00
0027	401-06264	PROFLOGRAPH, HMA	1.00	LS	\$0.00	\$0.00
0028	401-07321	QC/QA-HMA, 2, 64, SURFACE, 9.5 mm	428.00	TON	\$96.00	\$41,088.00
0029	401-07390	QC/QA-HMA, 2, 64, INTERMEDIATE, 19.0 mm	686.00	TON	\$76.00	\$52,136.00
0030	401-07407	QC/QA-HMA, 2, 64, BASE, 25.0 mm	819.00	TON	\$69.00	\$56,511.00
0031	401-10258	JOINT ADHESIVE, SURFACE	1836.00	LFT	\$0.40	\$734.40
0032	401-10259	JOINT ADHESIVE, INTERMEDIATE	1836.00	LFT	\$0.40	\$734.40
0033	401-11785	LIQUID ASPHALT SEALANT	1836.00	LFT	\$0.50	\$918.00
0034	406-05520	ASPHALT FOR TACK COAT	4.30	TON	\$600.00	\$2,580.00
0035		PCCP, PLAIN, VARIABLE DEPTH	55.00	SYS	\$88.00	\$4,840.00
0036	604-05528	HMA FOR SIDEWALK	319.00	TON	\$127.00	\$40,513.00
0037	604-06070	SIDEWALK, CONCRETE	1126.00	SYS	\$46.00	\$51,796.00
0038	604-08086	CURB RAMP, CONCRETE	115.00	SYS	\$127.00	\$14,605.00
0039	604-12083	DETECTABLE WARNING SURFACES	24.00	SYS	\$250.00	\$6,000.00
0040	604-92237	HAND RAIL, STEEL	1122.00	LFT	\$220.00	\$246,840.00
0041	605-06090	CURB, INTEGRAL, CONCRETE	28.00	LFT	\$43.00	\$1,204.00
0042	605-06120	CURB, CONCRETE	358.00	LFT	\$28.00	\$10,024.00
0043	605-06155	CURB AND GUTTER, CONCRETE, MODIFIED	2916.00	LFT	\$21.00	\$61,236.00
0044	605-94811	CURB TURNOUT	1.00	EACH	\$400.00	\$400.00
0045	610-07487	HMA FOR APPROACHES, TYPE B	211.00	TON	\$120.00	\$25,320.00
0046	610-08446	PCCP FOR APPROACHES, 6 IN	624.00	SYS	\$59.00	\$36,816.00
0047	610-09108	PCCP FOR APPROACHES, 9 IN	177.00	SYS	\$73.00	\$12,921.00
0048	611-06497	MAILBOX ASSEMBLY, SINGLE	18.00	EACH	\$230.00	\$4,140.00

LINE	INDOT CODE	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
0049	615-06505	MONUMENT, TYPE B	2.00	EACH	\$1,200.00	\$2,400.00
0050	615-06490	RIGHT-OF-WAY MARKER	33.00	EACH	\$220.00	\$7,260.00
0051	616-06405	RIPRAP, REVETMENT	15.00	TON	\$48.00	\$720.00
0052	621-06567	WATER	22.00	KGAL	\$3.00	\$66.00
0053	621-06575	SODDING, NURSERY	6033.00	SYS	\$3.50	\$21,115.50
0054	621-98038	MULCH HARDWOOD SHREDDED BARK	3.00	CYS	\$0.00	\$0.00
0055	622-05638	PLANT, DECIDUOUS SHRUB	8.00	EACH	\$0.00	\$0.00
0056	622-05649	PLANT, DECIDUOUS TREE, 1.25 IN. TO 2 IN.	61.00	EACH	\$425.00	\$25,925.00
0057	628-09401	FIELD OFFICE, A	9.00	MOS	\$1,300.00	\$11,700.00
0058	702-51015	CONCRETE, B, FOOTINGS	561.00	CYS	\$286.00	\$160,446.00
0059	703-06028	REINFORCING BARS	46778.00	LBS	\$0.80	\$37,422.40
0060	714-05562	RETAINING WALL	5990.00	SFT	\$34.00	\$203,660.00
0061	715-05048	PIPE, TYPE 4, CIRCULAR, 6 IN	554.00	LFT	\$10.00	\$5,540.00
0062	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN	2461.00	LFT	\$22.00	\$54,142.00
0063	715-05151	PIPE, TYPE 2, CIRCULAR, 15 IN	1512.00	LFT	\$30.00	\$45,360.00
0064	715-05152	PIPE, TYPE 2, CIRCULAR, 18 IN	76.00	LFT	\$40.00	\$3,040.00
0065	715-46000	PIPE END SECTION, DIAMETER 12 IN.	1.00	EACH	\$300.00	\$300.00
0066	715-46005	PIPE END SECTION, DIAMETER 15 IN.	1.00	EACH	\$350.00	\$350.00
0067	718-52610	AGGREGATE FOR UNDERDRAINS	456.00	CYS	\$1.00	\$456.00
0068	718-99153	GEOTEXTILES FOR UNDERDRAIN	56.00	SYS	\$31.00	\$1,736.00
0069	720-02442	PIPE PLUG EXIST.	4.00	EACH	\$1,200.00	\$4,800.00
0070	720-44000	CASTING, ADJUST TO GRADE, STORM	2.00	EACH	\$400.00	\$800.00
0071	720-45005	INLET, A2	1.00	EACH	\$2,500.00	\$2,500.00
0072	720-45030	INLET, E7	2.00	EACH	\$2,100.00	\$4,200.00
0073	720-45045	INLET, J10	7.00	EACH	\$2,400.00	\$16,800.00
0074	720-45235	CATCH BASIN, E7	2.00	EACH	\$2,400.00	\$4,800.00
0075	720-45250	CATCH BASIN, K10	17.00	EACH	\$2,500.00	\$42,500.00
0076	720-45410	MANHOLE, C4	26.00	EACH	\$2,900.00	\$75,400.00
0077	720-91352	CATCH BASIN, F7	2.00	EACH	\$2,400.00	\$4,800.00
0078	720-98687	CATCH BASIN, M10	10.00	EACH	\$2,600.00	\$26,000.00
0079		AQUA-SWIRL, A-3 (OR EQUAL)	2.00	EACH	\$10,700.00	\$21,400.00
0080		AQUA-SWIRL, A-4 (OR EQUAL)	2.00	EACH	\$10,700.00	\$21,400.00
0081	801-04308	ROAD CLOSURE SIGN ASSEMBLY	5.00	EACH	\$500.00	\$2,500.00
0082	801-06586	CONSTRUCTION SIGN, A	8.00	EACH	\$200.00	\$1,600.00
0083	801-06625	DETOUR ROUTE MARKER ASSEMBLY	19.00	EACH	\$130.00	\$2,470.00
0084	801-06775	MAINTAINING TRAFFIC	1.00	LS	\$53,000.00	\$53,000.00
0085	801-07119	BARRICADE, TYPE III-B	15.00	EACH	\$150.00	\$2,250.00
0086	802-04089	SIGN, SHEET, REMOVE	1.00	EACH	\$160.00	\$160.00
0087	802-05701	SIGN POST, SQUARE TYPE 1 REINFORCED ANCHOR BASE	96.00	LFT	\$14.00	\$1,344.00
0088	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	15.00	EACH	\$160.00	\$2,400.00
0089	802-07060	SIGN, SHEET,RELOCATE	1.00	EACH	\$350.00	\$350.00
0090	802-09838	SIGN, SHEET WITH LEGEND, 0.080 IN. THICKNESS	69.75	SFT	\$34.00	\$2,371.50
0091	802-09840	SIGN, SHEET WITH LEGEND, 0.100 IN. THICKNESS	52.54	SFT	\$37.00	\$1,943.98
0092	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, 24 IN.	106.00	LFT	\$22.00	\$2,332.00
0093	808-06609	PAVEMENT MESSAGE MARKING, CHEVRON	2.00	EACH	\$550.00	\$1,100.00
0094	808-75245	LINE, THERMOPLASTIC, SOLID, YELLOW, 4 IN.	3593.00	LFT	\$1.00	\$3,593.00
0095	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE 24 IN.	40.00	LFT	\$10.00	\$400.00
0096	808-75300	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE 6 IN.	155.00	LFT	\$3.00	\$465.00
0097	808-75998	SNOWPLOWABLE RAISED PAVEMENT MARKER	26.00	EACH	\$140.00	\$3,640.00
UTILITY ITEMS						
0098		GATE VALVE WITH VALVE BOX, DUCTILE IRON, 6 IN.	2.00	EACH	\$1,000.00	\$2,000.00
0099		GATE TAPPING VALVE, WITH BOX, DUCTILE IRON, 8 IN.	2.00	EACH	\$1,600.00	\$3,200.00
0100		GATE TAPPING VALVE, WITH BOX, DUCTILE IRON, 12 IN.	1.00	EACH	\$3,500.00	\$3,500.00
0101		GATE TAPPING VALVE, WITH BOX, DUCTILE IRON, 24 IN.	2.00	EACH	\$23,500.00	\$47,000.00
0102	720-03194	SANITARY MANHOLE (CBU STANDARD DETAIL 1)	6.00	EACH	\$4,400.00	\$26,400.00
0103	720-03194	SANITARY MANHOLE MODIFIED (DETAIL 1)	1.00	EACH	\$3,000.00	\$3,000.00

LINE	INDOT CODE	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
0104	720-03194	SANITARY MANHOLE MODIFIED (DETAILS 2 & 3)	2.00	EACH	\$3,000.00	\$6,000.00
0105	715-05711	PIPE, SANITARY SEWER 6 IN.	28.00	LFT	\$80.00	\$2,240.00
0106	715-05408	PIPE, SANITARY SEWER 8 IN.	80.00	LFT	\$126.00	\$10,080.00
0107	715-05411	PIPE, SANITARY SEWER 12 IN.	248.00	LFT	\$95.00	\$23,560.00
0108		WATER MAIN, DUCTILE IRON, 24 IN.	860.00	LFT	\$188.00	\$161,680.00
0109	715-08250	WATER MAIN, DUCTILE IRON, 12 IN.	28.00	LFT	\$244.00	\$6,832.00
0110	715-11571	WATER MAIN, DUCTILE IRON, 8 IN.	56.00	LFT	\$104.00	\$5,824.00
0111	715-94780	WATER MAIN, DUCTILE IRON, 6 IN.	56.00	LFT	\$74.00	\$4,144.00
<del>0112</del>	<del>720-02442</del>	<del>PIPE PLUG-EXIST.</del>	<del>4.00</del>	<del>EACH</del>	<del>\$0.00</del>	<del>\$0.00</del>
0113	720-91742	FIRE HYDRANT	3.00	EACH	\$3,200.00	\$9,600.00
<del>0114</del>	<del>715-04994</del>	<del>WATER METER AND SERVICE (CBU STANDARD DETAIL 10)</del>	<del>19.00</del>	<del>EACH</del>	<del>\$0.00</del>	<del>\$0.00</del>
0115	621-90853	TAPPING SLEEVE, 24 IN.	2.00	EACH	\$15,000.00	\$30,000.00
0116	621-90853	TAPPING SLEEVE, 6 IN.	1.00	EACH	\$2,500.00	\$2,500.00
0117	621-90853	TAPPING SLEEVE, 8 IN.	2.00	EACH	\$2,000.00	\$4,000.00
0118	621-90853	TAPPING SLEEVE, 12 IN.	1.00	EACH	\$2,800.00	\$2,800.00
0119		LINE STOP, 24 IN.	2.00	EACH	\$26,500.00	\$53,000.00
0120		LINE STOP, 12 IN.	1.00	EACH	\$10,000.00	\$10,000.00
0121		LINE STOP, 8 IN.	2.00	EACH	\$7,000.00	\$14,000.00
0122	202-97009	FIRE HYDRANT ASSEMBLY, REMOVE	1.00	EACH	\$700.00	\$700.00
0123	202-93047	MANHOLE, REMOVE	2.00	EACH	\$700.00	\$1,400.00
0124	202-96133	PIPE, REMOVE	791.00	LFT	\$20.00	\$15,820.00
0125	202-02637	PIPE, ABANDON AND GROUT FILL	482.00	LFT	\$25.00	\$12,050.00
<b>LIGHTING ITEMS</b>						
0126	807-02191	HANDHOLE, LIGHTING	22.00	EACH	\$600.00	\$13,200.00
<del>0127</del>	<del>807-12217</del>	<del>LIGHT POLE FOUNDATION</del>	<del>22.00</del>	<del>EACH</del>	<del>\$0.00</del>	<del>\$0.00</del>
0128	805-11813	CONDUIT, PVC, ELECTRICAL GRADE, 2"	2720.00	LFT	\$3.50	\$9,520.00
<b>FIBER OPTIC ITEMS</b>						
0129		MANHOLE, FIBER OPTIC	10.00	EACH	\$1,900.00	\$19,000.00
0130	805-95568	CONDUIT, PVC, 4 IN.	5099.00	LFT	\$8.00	\$40,792.00
<b>ADDENDUM NO. 1</b>						
0131		RELOCATE NEIGHBORHOOD SIGN	1.00	LS	\$6,700.00	\$6,700.00
0132	109-08440	QUALITY ADJUSTMENTS, HMA		DOL	\$1.00	\$0.00
0133	109-08443	QUALITY ADJUSTMENTS, TEMPORARY TRAFFIC CONTROL DEVICES		DOL	\$1.00	\$0.00
0134	621-06570	TOPSOIL	500.00	CYS	\$38.00	\$19,000.00
0135	715-98961	FORCE MAIN	328.00	LFT	\$92.00	\$30,176.00
0136		GATE TAPPING VALVE, WITH BOX, DUCTILE IRON, 6 IN.	1.00	EACH	\$1,200.00	\$1,200.00
0137		GATE VALVE, WITH BOX, DUCTILE IRON, 8 IN.	2.00	EACH	\$1,400.00	\$2,800.00
0138		GATE VALVE, WITH BOX, DUCTILE IRON, 12 IN.	1.00	EACH	\$2,500.00	\$2,500.00
<del>0137</del>		<del>SPLIT CASING, 4"</del>	<del>105.00</del>	<del>LFT</del>	<del>\$0.00</del>	<del>\$0.00</del>
<del>0138</del>		<del>SPLIT CASING, 12"</del>	<del>75.00</del>	<del>LFT</del>	<del>\$0.00</del>	<del>\$0.00</del>
0141	720-03194	SANITARY MANHOLE MODIFIED	1.00	EACH	\$3,000.00	\$3,000.00
<b>ADDENDUM NO. 2</b>						
0142		COPING, CAST-IN-PLACE	1166.50	LFT	\$29.00	\$33,828.50
0143		CBU, FEES AND COSTS (REIMBURSABLE)	1.00	LS	\$13,500.00	\$13,500.00
0144	715-04994	WATER METER AND SERVICE, EXISTING MAIN (CBU STANDARD DETAIL 10)	17.00	EACH	\$900.00	\$15,300.00
0145	715-04994	WATER METER AND SERVICE, NEW MAIN (CBU STANDARD DETAIL 10)	2.00	EACH	\$900.00	\$1,800.00
0146		CASING PIPE, 4 In.	105.00	LFT	\$7.00	\$735.00
0147		CASING PIPE, 12 In.	75.00	LFT	\$26.00	\$1,950.00
					<b>TOTAL PROJECT BID:</b>	<b>\$3,026,526.18</b>

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 19, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and Reed and Sons Construction, Inc., (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the 5th day of February, 2019, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

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

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

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

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

satisfactory to Escrow Agent.

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Owner:

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

If to Escrow Agent:

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

**If to Contractor:**

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

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

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

Attn: \_\_\_\_\_

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

**OWNER:**

City of Bloomington, Board of Public Works

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

Kyla Cox Deckard, President

**CONTRACTOR:**

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

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

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

Tax I.D. No.: \_\_\_\_\_

**ESCROW AGENT:**

First Financial Bank

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

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

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

**AUTHORIZATION TO RELEASE ESCROW FUNDS**  
(Date) \_\_\_\_\_

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

Attn: Cindy Kinnarney

Ladies and Gentlemen:

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

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

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

Sincerely,

**THE ESCROW PARTIES:**

The City of Bloomington

Contractor

By: \_\_\_\_\_  
Neil Kopper, Interim Transportation and Traffic Engineer

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

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

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

Reviewed and Approved By:

\_\_\_\_\_  
Terri Porter, Director  
Planning and Transportation Department

Escrow Agent  
First Financial Bank

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

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

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



## Board of Public Works Staff Report

**Project/Event:** Contract Amendment 2 for Preliminary Engineering Services with AZTEC Engineering Group, Inc. for the 17th Street Reconstruction Project

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

**Staff Representative:** Neil Kopper, Project Engineer

**Date:** 2/5/2019

**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. Construction is expected to occur throughout 2019.

AZTEC Engineering is under contract to design this project with an existing total contract amount of \$704,913. This amendment will add services including bidding services and construction phase services. The additional fee for added services is \$40,190. The new total contract amount is \$745,103. This contract is funded by the Redevelopment Commission (RDC) and then reimbursed through an INDOT Interlocal Cooperative Agreement.

**Recommendation and Supporting Justification:** Staff recommends that the Board approve Contract Amendment 2 for Preliminary Engineering Services with AZTEC Engineering Group, Inc. for the 17th Street Reconstruction Project.

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

Project Approvals Timeline		
Approval Type	Status	Date
Funding Approval	Approved	1/24/2017
<b>Design Services Contract*</b>	<b>Amendment 2</b>	<b>2/5/2019</b>
ROW Services Contract*	Approved	8/15/2018
Public Need Resolution	Approved	12/12/2017
Construction Inspection Contract	Separate Item	2/5/2019
Construction Contract	Separate Item	2/5/2019

\*Design and ROW Services are part of one contract which was previously approved 1/24/2017. Amendment 1 was approved 8/15/2018.

**ADDENDUM #2 TO AGREEMENT FOR CONSULTING SERVICES**  
**between the**  
**CITY OF BLOOMINGTON**  
**and**  
**AZTEC ENGINEERING GROUP, INC. (“Consultant”)**

This Addendum #2 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. (“Agreement”) for the 17<sup>th</sup> Street Reconstruction and Multiuse Path project entered on January 24, 2017, as follows:

1. Scope of Services: Article 4 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works (“Board”) and the Consultant states: “Additional assignments or additional services not set forth in Exhibit A...must be authorized in writing by the Board...” *The scope of services specifies that AZTEC provides stamped plans for construction and other bid specifications and unique special provisions for design elements not addressed in the City’s boilerplate construction contract.* The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit H, which is attached to this Addendum and incorporated herein.
2. Contract Addendum #1, approved by the Board of Public Works on August 21, 2018, states the following in Exhibit G, Part C: “This Project Management and Administration amendment does not include AZTEC staff time for bid support services such as attending pre-bid meetings, responses to contractor questions, bid advertising, bid evaluations/recommendations, or construction phase (post-design) services. These services, if desired by the City, would necessitate a future contract amendment.” The 17<sup>th</sup> Street Project was advertised for public bid on January 6, 2019, and again on January 13, 2019, and AZTEC supported City staff until bids were opened on February 1, 2019.
3. Compensation: The Additional Services are in the amount not to exceed Forty Thousand One-Hundred Ninety Dollars (\$40,190.00) as specified in Exhibit H. The Additional Services will increase the cost of the Project beyond the contract amount of \$704,913.00 to a revised amount not to exceed \$745,103.000.
4. Schedule: Article 6 of the Agreement states: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit G contains an updated schedule based on project progress to date. The Additional Services contained in this Addendum are not listed among the schedule tasks and will not impact the schedule.
5. In all other respects, the Agreement and Addendum #1 shall remain in effect as originally written.

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

**CITY OF BLOOMINGTON**

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

Kyla Cox Deckard, President  
Board of Public Works

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

**CONSULTANT**

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

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

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

By: \_\_\_\_\_  
Terri Porter, Director  
Dept. of Planning and Transportation

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

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

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

## **Exhibit H**

### **Additional Services**

#### **A. *Bid Support Services***

Exhibit G, Part C in Contract Addendum #1 states the following:

*This Project Management and Administration amendment does not include AZTEC staff time for bid support services such as attending pre-bid meetings, responses to contractor questions, bid advertising, bid evaluations/recommendations, or construction phase (post-design) services. These services, if desired by the City, would necessitate a future contract amendment.*

Bid Support Services for 17<sup>th</sup> Street Reconstruction occurred between a bid coordination meeting on December 17, 2018 and the bid opening on February 1, 2019. A Pre-bid meeting also occurred on January 22, 2019. Bid Support Service tasks include:

1. Address questions from bidders and changes to the bid documents as directed by the City staff for public bidding through the City of Bloomington.
2. One meeting with the City on Dec. 17, 2018, to coordinate on the bidding process and requisite documents, and a Pre-Bid Meeting on January 22, 2019, to discuss the project and answer questions from potential bidders.
3. Two (2) addenda to the bid with revisions to plans, specifications, and quantities. Addendum #1 was issued on January 25, 2019, and Addendum #2 was issued on January 29, 2019.

Bid Support Services are estimated as a Lump Sum item and based on actual hours for AZTEC's services logged between December 17, 2018, and January 29, 2019, including those tasks directly related to bid support for the City. The list of hours are included as an attachment for Addendum #2.

#### **B. *Additional services for Post-Design Services***

As requested by City Planning and Transportation, AZTEC will support the 17<sup>th</sup> Street Reconstruction and Multiuse Path project with Post-Design Services during construction. These services include the following tasks:

1. Responses to Requests for Information (RFIs) from the contractor, inspection firm, or City as a result of field conditions or questions regarding interpretation/intent of the design. Early in construction, more RFIs are anticipated as the contract acclimates to the site.
2. Attending construction progress meetings as the project necessitates. The estimate includes nine (9) meetings, or approximately 25% of the total number of meetings if they are held biweekly over a nine month period.
3. Field visits to monitor construction activities informally, or as requested by City staff, to ensure that significant design components such as the retaining walls, water line relocation, roadway profile modifications, etc. meet the intent of the design. While at the site, our staff will also discuss the project with the City's inspection staff to see if there are any design questions.
4. Design changes to stamped plans. AZTEC has included hours for design changes if the need arises. Design changes requiring plan revisions will be conducted at the request of the City. Changes will be clouded and marked as revised plans sheets. The estimate attached to this exhibit assumes that no new plan sheets will be created.



Post-Design Service fees are estimated in a “Cost-Plus-Not-To-Exceed” format. AZTEC will conduct Post-Design tasks at the request of the City of Bloomington. Most requests will be completed such that construction progress is not impeded. If the City requests significant design changes to plans, AZTEC and the City will agree to a schedule of completion on task-by-task basis.

C. *Schedule Update*

There are no schedule updates related to Addendum #2. All construction milestones are established by the Contractor and the City of Bloomington.

## **Exhibit H, Part D**

### **INDEX**

- D.1. Summary of Estimated Design Cost for Contract Addendum #2
- D.2. Bid Support Services – December/January Log
- D.3. Original Contract Fee Estimate including Addendum #01
- D.4. Addendum #2 Summary of Overall Contract Changes

#### **D.1. Summary of Estimated Design Cost for Contract Addendum #2**

## D.1. SUMMARY OF ESTIMATED DESIGN COST for CONTRACT ADDENDUM #02

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

Project Name: 17th St (Vernal OP to Monroe RAB)  
City Project Number:  
AZTEC Project No.: INMUN1601  
Date: January 29, 2019  
Revision: 0

### DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

#### PROJECT DESIGN

##### Estimated Direct Labor - Design of 17th Street - Contract Addendum #02

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	34	\$ 180.00	\$ 6,120
Senior Project Engineer	115	\$ 150.00	\$ 17,250
Project Engineer	0	\$ 130.00	\$ -
Engineer/Designer	80	\$ 100.00	\$ 8,000
Technician/Drafter	98	\$ 90.00	\$ 8,820
Project Assistant/Admin.	0	\$ 60.00	\$ -
Totals	327		\$ 40,190

Total Estimated Labor - AZTEC \$ 40,190

#### DIRECT EXPENSES

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ -
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ -
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ -
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ -

Total Direct Expenses - AZTEC \$ -

13. Bid Support Services Estimate Project Fee - AZTEC (Lump Sum) \$ 22,890

14. Post-Design Services Project Fee - AZTEC (Cost Plus to Max.) \$ 17,300

Addendum #2 Total Estimated Project Fee - AZTEC (Lump Sum + Cost Plus) \$ 40,190

#### SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey  
Earth Exploration - Geotechnical Investigation  
CBBEL - Utility Coordination

Subconsultant Sub-total (Lump Sum) \$ -

#### SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services  
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)  
Monroe Owen - Appraisals (Assume 20 @ \$3000)  
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)  
Utility Pot-holing (Assume 40 @ \$1000)

Subconsultant Sub-total (Cost-Plus to Max) \$ -

Total Estimated Contract Value \$ 40,190

  
Adrian Reid, P.E., Associate Vice President

1/29/2019  
DATE

TEAM AZTEC  
17th St (Vernal OP to Monroe RAB)  
PROPOSED SHEET COUNT AND HOURS FOR ADDENDUM #2

13. BID SUPPORT SERVICES				TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Additional bid services (more time): address changes/City preferences to bid documents				78	8	30			40	
Addendum #1 – Revise plans, specs, estimate, formal responses to bidder questions				67	6	29			32	
Addendum #2 – Revise plans, specs, estimate, formal responses to bidder questions				26	8	12			6	
Bid tabs, assistance with evaluation of bids at City request				8	2	6				
Subtotal Bid Support Services				179	24	77	0	0	78	0

14. POST-DESIGN SERVICES (COST PLUS TO MAX)										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
RFIs (1st 3 mos. @ 8 RFI/mo. @ 2 hrs/RFI + 6 mos. @ 2 RFI/mo. @ 2 hrs./RFI)				72	8	16		48		
Attend construction progress meetings (1 person @ 2 hrs/mtg @ 9 mtgs)				18	2	4		12		
Field visits for design implementation (1 person @ 2 hrs/visit @ 5 visits)				10		10				
Design Changes at City request				48		8		20	20	
<b>Subtotal Bid Support Services</b>				148	10	38	0	80	20	0

SUMMARY OF HOURS										
	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
<b>TOTALS</b>				327	34	115	0	80	98	0

327

## **D.2. Bid Support Services – December/January Log**

# Project Detail

Tuesday, January 29, 2019

1:28:00 PM

AZTEC Engineering Group, Inc.

Transactions for 12/17/2018 through 1/29/2019

Estimate Overhead

Show Unposted

Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing	2.85*DL Field
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## Project Number: 0INMUN1601 17th Street Reconstruction and Multi-Use

Principal:	Mark Chase	% Complete:	Direct Labor:	478,948.74
Project Manager:	Adrian Reid	Labor % Complete:	Direct Expense:	
Client:	City of Bloomington	Expense % Complete:	Direct Consultant:	
Organization:	IN:MRD	Start Date:	Reimbursable Expense:	5,484.78
Status:	Active	Complete Date:	Reimbursable Consultant:	220,479.48
Type:	Regular		Total Fee:	704,913.00

### Labor

000 General

B	<del>292 Myers, Mike</del>	<del>12/20/2018</del>	2.00	2.00	<del>128.56</del>	<del>128.56</del>	<del>316.72</del>	<del>366.40</del>
u	643 Colecchia, Mario	1/28/2019	1.00	1.00	57.26	57.26	141.05	163.19
B	<del>643 Colecchia, Mario</del>	<del>12/21/2018</del>	.50	.50	<del>28.63</del>	<del>28.63</del>	<del>70.53</del>	<del>81.60</del>
B	643 Colecchia, Mario	1/8/2019	.50	.50	28.63	28.63	70.53	81.60
Total for 643			2.00	2.00	114.52	114.52	282.11	326.38
B	657 Lohide, Steve	1/22/2019	1.00	1.00	59.84	59.84	147.41	170.54
B	<del>672 Perillo, Jules</del>	<del>12/24/2018</del>	2.00	2.00	<del>65.00</del>	<del>65.00</del>	<del>160.12</del>	<del>185.25</del>
plan numbering and plotting for signed seal								
B	<del>672 Perillo, Jules</del>	<del>12/27/2018</del>	1.00	1.00	<del>32.50</del>	<del>32.50</del>	<del>80.06</del>	<del>92.63</del>
redlines and reprints for submittal								
B	<del>672 Perillo, Jules</del>	<del>1/22/2019</del>	4.00	4.00	<del>130.00</del>	<del>130.00</del>	<del>320.24</del>	<del>370.50</del>
revision 1 sheets								
Total for 672			7.00	7.00	227.50	227.50	560.42	648.38
u	704 Reid, Adrian	1/25/2019	4.00	4.00	257.52	257.52	634.40	733.93
Contractor questions; coordinate with City on Addendum #2; contact CBU and schedule meeting for Monday to finalize review comments;								
u	704 Reid, Adrian	1/28/2019	4.00	4.00	257.52	257.52	634.40	733.93
Meeting with CBU to finalize comments & bidder questions; review Addendum #2								
B	<del>704 Reid, Adrian</del>	<del>12/17/2018</del>	2.00	2.00	<del>128.76</del>	<del>128.76</del>	<del>317.20</del>	<del>366.97</del>
17th St. Status update meeting; agenda; minutes								
B	<del>704 Reid, Adrian</del>	<del>12/18/2018</del>	2.00	2.00	<del>128.76</del>	<del>128.76</del>	<del>317.20</del>	<del>366.97</del>
meeting minutes; SWPPP coordination								
B	<del>704 Reid, Adrian</del>	<del>12/31/2018</del>	2.00	2.00	<del>128.76</del>	<del>128.76</del>	<del>317.20</del>	<del>366.97</del>
Review SWPPP, CBU Comments								
B	704 Reid, Adrian	1/2/2019	1.00	1.00	64.38	64.38	158.60	183.48
assist with bid docs								
B	704 Reid, Adrian	1/3/2019	2.00	2.00	128.76	128.76	317.20	366.97
assist with bidding docs; Glick parcel - information to buyer								

Project Detail			Transactions for 12/17/2018 through 1/29/2019					Tuesday, January 29, 2019 1:28:00 PM	
Estimate Overhead			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing	2.85*DL Field
Show Unposted									
B	<del>704 Reid, Adrian</del>	<del>1/4/2019</del>	<del>1.00</del>		<del>1.00</del>	<del>64.38</del>	<del>64.38</del>	<del>158.60</del>	<del>183.48</del>
	CBU comment responses								
B	704 Reid, Adrian	1/7/2019	2.00		2.00	128.76	128.76	317.20	366.97
	San. sewer easement on Glick parcel; respond to City requests for bid info								
B	<del>704 Reid, Adrian</del>	<del>1/8/2019</del>	<del>2.00</del>		<del>2.00</del>	<del>128.76</del>	<del>128.76</del>	<del>317.20</del>	<del>366.97</del>
	san. sewer easement; finalize CBU responses; take plans to a printer;								
B	<del>704 Reid, Adrian</del>	<del>1/11/2019</del>	<del>1.00</del>		<del>1.00</del>	<del>64.38</del>	<del>64.38</del>	<del>158.60</del>	<del>183.48</del>
	Coord. with buyer on Glick parcel								
B	<del>704 Reid, Adrian</del>	<del>1/16/2019</del>	<del>2.00</del>		<del>2.00</del>	<del>128.76</del>	<del>128.76</del>	<del>317.20</del>	<del>366.97</del>
	SWPPP; MOT discussion with City, B'ton Transit;								
B	704 Reid, Adrian	1/18/2019	2.00		2.00	128.76	128.76	317.20	366.97
	questions from contractors								
B	704 Reid, Adrian	1/22/2019	2.00		2.00	128.76	128.76	317.20	366.97
	PM - prep for pre-bid								
Total for 704			29.00		29.00	1,867.02	1,867.02	4,599.40	5,321.01
u	740 Faris, Brad	1/25/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Begin Addendum No. 2 document based upon question submitted by potential bidders.								
u	740 Faris, Brad	1/28/2019	4.00		4.00	236.68	236.68	583.04	674.54
	Meet with CBU and finalize Addendum No. 2.								
B	<del>740 Faris, Brad</del>	<del>12/17/2018</del>	<del>1.50</del>		<del>1.50</del>	<del>88.76</del>	<del>88.76</del>	<del>218.64</del>	<del>252.97</del>
	Meeting with City of Bloomington to establish bidding schedule								
B	<del>740 Faris, Brad</del>	<del>12/18/2018</del>	<del>8.00</del>		<del>8.00</del>	<del>473.36</del>	<del>473.36</del>	<del>1,166.08</del>	<del>1,349.08</del>
	Develop lighting plans and address CBU comments								
B	<del>740 Faris, Brad</del>	<del>12/19/2018</del>	<del>8.00</del>		<del>8.00</del>	<del>473.36</del>	<del>473.36</del>	<del>1,166.08</del>	<del>1,349.08</del>
	Add Fiber Optic labels and notes to plans.								
B	<del>740 Faris, Brad</del>	<del>12/20/2018</del>	<del>8.00</del>		<del>8.00</del>	<del>473.36</del>	<del>473.36</del>	<del>1,166.08</del>	<del>1,349.08</del>
	Add Lighting Information to plans.								
B	<del>740 Faris, Brad</del>	<del>12/21/2018</del>	<del>8.00</del>		<del>8.00</del>	<del>473.36</del>	<del>473.36</del>	<del>1,166.08</del>	<del>1,349.08</del>
	Prepare Final Plans and Bid Documents								
B	740 Faris, Brad	12/27/2018	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Finalize plans and special provisions.								
B	740 Faris, Brad	12/28/2018	5.00		5.00	295.85	295.85	728.80	843.17
	Finalize Plans and Specifications								
B	740 Faris, Brad	12/31/2018	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Finalize Plans and Specifications.								
B	740 Faris, Brad	1/2/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Finalize Plans and Specifications.								
B	740 Faris, Brad	1/3/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
	Finalize Plans and Specifications.								
B	<del>740 Faris, Brad</del>	<del>1/8/2019</del>	<del>4.00</del>		<del>4.00</del>	<del>236.68</del>	<del>236.68</del>	<del>583.04</del>	<del>674.54</del>
	Legal description and mark-up of exhibit for Permanent Sanitary Sewer Easement.								



Project Detail			Transactions for 12/17/2018 through 1/29/2019					Tuesday, January 29, 2019 1:28:00 PM	
Estimate Overhead			Regular Hours	Total Ovt Hrs	Total Hours	Regular Amount	Total Amount	Billing	2.85*DL Field
Show Unposted									
B	740	Faris, Brad 1/21/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
		Respond to Contractor Questions and prepare Addendum.							
B	740	Faris, Brad 1/22/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
		Respond to Contractor Questions and Prepare Addendum. Attend Pre-Bid Meeting.							
B	740	Faris, Brad 1/23/2019	8.00		8.00	473.36	473.36	1,166.08	1,349.08
		Prepare Addendum							
B	740	Faris, Brad 1/24/2019	5.00		5.00	295.85	295.85	728.80	843.17
		Finalize addendum							
Total for 740			115.50		115.50	6,834.14	6,834.14	16,835.28	19,477.30
u	856	Dierkes, Patrick 1/25/2019	2.00		2.00	70.00	70.00	172.44	199.50
u	856	Dierkes, Patrick 1/28/2019	3.00		3.00	105.00	105.00	258.66	299.25
u	856	Dierkes, Patrick 1/29/2019	1.50		1.50	52.50	52.50	129.33	149.63
B	<del>856</del>	<del>Dierkes, Patrick 12/17/2018</del>	<del>7.00</del>		<del>7.00</del>	<del>245.00</del>	<del>245.00</del>	<del>603.54</del>	<del>698.25</del>
B	<del>856</del>	<del>Dierkes, Patrick 12/18/2018</del>	<del>8.00</del>		<del>8.00</del>	<del>280.00</del>	<del>280.00</del>	<del>689.76</del>	<del>798.00</del>
B	<del>856</del>	<del>Dierkes, Patrick 12/19/2018</del>	<del>6.50</del>		<del>6.50</del>	<del>227.50</del>	<del>227.50</del>	<del>560.43</del>	<del>648.38</del>
B	<del>856</del>	<del>Dierkes, Patrick 12/20/2018</del>	<del>7.00</del>		<del>7.00</del>	<del>245.00</del>	<del>245.00</del>	<del>603.54</del>	<del>698.25</del>
B	<del>856</del>	<del>Dierkes, Patrick 12/21/2018</del>	<del>7.00</del>		<del>7.00</del>	<del>245.00</del>	<del>245.00</del>	<del>603.54</del>	<del>698.25</del>
B	856	Dierkes, Patrick 12/27/2018	6.00		6.00	210.00	210.00	517.32	598.50
B	856	Dierkes, Patrick 12/28/2018	4.00		4.00	140.00	140.00	344.88	399.00
B	856	Dierkes, Patrick 1/2/2019	7.00		7.00	245.00	245.00	603.54	698.25
B	856	Dierkes, Patrick 1/3/2019	7.00		7.00	245.00	245.00	603.54	698.25
B	856	Dierkes, Patrick 1/7/2019	6.00		6.00	210.00	210.00	517.32	598.50
B	856	Dierkes, Patrick 1/8/2019	4.00		4.00	140.00	140.00	344.88	399.00
B	856	Dierkes, Patrick 1/9/2019	3.00		3.00	105.00	105.00	258.66	299.25
B	856	Dierkes, Patrick 1/14/2019	2.00		2.00	70.00	70.00	172.44	199.50
B	856	Dierkes, Patrick 1/15/2019	2.00		2.00	70.00	70.00	172.44	199.50
B	856	Dierkes, Patrick 1/18/2019	4.00		4.00	140.00	140.00	344.88	399.00
B	856	Dierkes, Patrick 1/21/2019	6.50		6.50	227.50	227.50	560.43	648.38
B	856	Dierkes, Patrick 1/22/2019	7.00		7.00	245.00	245.00	603.54	698.25
B	856	Dierkes, Patrick 1/23/2019	6.50		6.50	227.50	227.50	560.43	648.38
B	856	Dierkes, Patrick 1/24/2019	2.50		2.50	87.50	87.50	215.55	249.38
Total for 856			109.50		109.50	3,832.50	3,832.50	9,441.09	10,922.63
B	<del>862</del>	<del>Yeluri, Purna Chandra Vineeth 12/21/2018</del>	<del>.50</del>		<del>.50</del>	<del>14.25</del>	<del>14.25</del>	<del>35.11</del>	<del>40.61</del>
Total for General			266.50		266.50	13,078.33	13,078.33	32,217.54	37,273.24
Total for Labor			266.50		266.50	13,078.33	13,078.33	32,217.54	37,273.24
Total for Overhead (Estimated)							351,099.52		1,000,633.64
Total for Labor and Overhead			266.50		266.50	13,078.33	364,177.85	32,217.54	1,037,906.88
Total for OINMUN1601			266.50		266.50	13,078.33	364,177.85	32,217.54	1,037,906.88

\$23110.09

**D.3. Original Contract Fee Estimate including Addendum #1**

### D.3.

#### ~~E.4.~~ AMENDMENT #01 SUMMARY OF OVERALL CONTRACT CHANGES

Firm: AZTEC ENGINEERING GROUP, INC.  
320 W. 8th Street, Suite 100  
Bloomington, IN 47404  
Phone: 812-717-2555  
FAX: 812-333-3941

Project Name: 17th St (Vernal OP to Monroe RAB)  
City Project Number:  
AZTEC Project No.: INMUN1601  
Date: August 15, 2018  
Revision:

#### DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

#### PROJECT DESIGN

##### Estimated Direct Labor - Design of 17th Street (Vernal OP to Monroe/Arlington Roundabout)

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	149	\$ 180.00	\$ 26,820
Senior Project Engineer	580	\$ 150.00	\$ 87,000
Project Engineer	1,008	\$ 130.00	\$ 131,040
Engineer/Designer	1,384	\$ 100.00	\$ 138,400
Technician/Drafter	1,083	\$ 90.00	\$ 97,470
Project Assistant/Admin.	183	\$ 60.00	\$ 10,980
Totals	4,387		\$ 491,710

**Total Estimated Labor - AZTEC \$ 491,710**

#### DIRECT EXPENSES

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ 600
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ 50
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ 1,328
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ 960

**Total Direct Expenses - AZTEC \$ 2,938**

**Total Estimated Project Fee - AZTEC (Lump Sum) \$ 494,648**

#### SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 34,140
Earth Exploration - Geotechnical Investigation	\$ 10,700
CBBEL - Utility Coordination	\$ 18,000

**Subconsultant Sub-total (Lump Sum) \$ 62,840**

#### SUB-CONSULTANT WORK (COST-PLUS to MAX)

Todd Taylor - ROW Buying/Mgmt. Services	\$ 35,500
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)	\$ 7,150
Monroe Owen - Appraisals (Assume 20 @ \$3000)	\$ 50,200
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)	\$ 28,575
Utility Pot-holing (Assume 40 @ \$1000)	\$ 26,000

**Subconsultant Sub-total (Cost-Plus to Max) \$ 147,425**

**Total Estimated Contract Value \$ 704,913**



Adrian Reid, P.E., Associate VP

8/15/2018

DATE

**D.4. Addendum #2 Summary of Overall Contract Changes**

**EXHIBIT H - D.4. ADDENDUM #02 SUMMARY OF OVERALL CONTRACT CHANGES**

Firm: AZTEC ENGINEERING GROUP, INC.  
 320 W. 8th Street, Suite 100  
 Bloomington, IN 47404  
 Phone: 812-717-2555  
 FAX: 812-333-3941

Project Name: 17th St (Vernal OP to Monroe RAB)  
 City Project Number:  
 AZTEC Project No.: INMUN1601  
 Date: August 15, 2018  
 Revision:

**DERIVATION OF COST PROPOSAL - SUMMARY**

(Round Figures to the nearest \$1.00)

**PROJECT DESIGN****Estimated Direct Labor - Design of 17th Street (Vernal OP to Monroe/Arlington Roundabout)**

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	183	\$ 180.00	\$ 32,940
Senior Project Engineer	695	\$ 150.00	\$ 104,250
Project Engineer	1,008	\$ 130.00	\$ 131,040
Engineer/Designer	1,464	\$ 100.00	\$ 146,400
Technician/Drafter	1,181	\$ 90.00	\$ 106,290
Project Assistant/Admin.	183	\$ 60.00	\$ 10,980
<b>Totals</b>	<b>4,714</b>		<b>\$ 531,900</b>

**Total Estimated Labor - AZTEC \$ 531,900**

**DIRECT EXPENSES**

Mileage - 12 months x 100 miles/month x \$0.50/mile	\$ 600
Half size plan sets - 83 shts @ \$0.20/sht x 1 set x 3 submittals	\$ 50
Full size sheets - 83 shts @ \$2/sht x 8 sets (3 total submittals to City, CBU)	\$ 1,328
Deliveries to various entities - 12 months x 4 deliveries/mo. x \$20/delivery	\$ 960

**Total Direct Expenses - AZTEC \$ 2,938**

<b>Total Estimated Project Fee - AZTEC (Lump Sum)</b>	<b>\$ 514,600</b>
<b>Total Estimate Project Fee - AZTEC (Cost Plus to Max.)</b>	<b>\$ 17,300</b>
<b>Total Estimated Project Fee - AZTEC (Lump Sum + Cost Plus to Max.)</b>	<b>\$ 534,838</b>

**SUB-CONSULTANT WORK (LUMP SUM)**

BRCJ - Survey	\$ 34,140
Earth Exploration - Geotechnical Investigation	\$ 10,700
CBBEL - Utility Coordination	\$ 18,000


**Subconsultant Sub-total (Lump Sum) \$ 62,840**

**SUB-CONSULTANT WORK (COST-PLUS to MAX)**

Todd Taylor - ROW Buying/Mgmt. Services	\$ 35,500
Courtland Title - Title Work (Assume 10 @ \$330, 10 @ \$550)	\$ 7,150
Monroe Owen - Appraisals (Assume 20 @ \$3000)	\$ 50,200
First Appraisal Group - APAs/Review Appraisals (Assume 20 @ \$225 + 20 @ \$1430)	\$ 28,575
Utility Pot-holing (Assume 40 @ \$1000)	\$ 26,000

**Subconsultant Sub-total (Cost-Plus to Max.) \$ 147,425**

**Total Estimated Contract Value \$ 745,103**

  
 Adrian Reid, P.E., Associate VP

1/29/2019  
 DATE

**TEAM AZTEC**  
17th St (Vernal OP to Monroe RAB)  
**PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN**

1. DATA COLLECTION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
As-Built Plans				4				4		
Right of Way Plans				4				4		
Utility Information				4				4		
Subtotal Data Collection Items				12	0	0	0	12	0	0

2. MEETING PREPARATION / PARTICIPATION										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Early Public Outreach Meeting (1 mtg @ 1 persons @ 2 hours)				2	2					
Public Open House Meeting – 15% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Public Open House Meeting – 80% Completion (1 mtg @ 3 persons @ 2 hours)				6	2	4				
Utility Field Check Meeting – 60% completion (1 mtg. @ 3 persons @ 2 hours)				6	2	4				
City Boards & Commissions Meetings (3 meetings @ 1 persons @ 2 hours)				6	6					
Status Update Meetings (10 meetings @ 3 persons @ 1 hours)				30	10	20				
Pre-bid Meeting (1 meeting @ 2 persons @ 2 hours)				4		4				
Subtotal Meeting Preparation / Participation Items				60	24	36	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
Signing and Marking Detail Sheets & General Notes		1	20	20		10			10	
Signing and Marking Plan Sheets	20	4	20	80		20			60	
Lighting Detail Sheets & General Notes		1	30	30		10			20	
Lighting Plan Sheets	20	4	30	120		40			80	
MOT Detail Sheets & General Notes		2	30	60		20			40	
MOT Plan Sheets	500	1	30	30		10			20	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				16		16				
Subtotal Signing, Marking, Lighting and MOT Items			13	404	0	150	24	0	230	0

4. ROADWAY DESIGN										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Cover		1	24	24				24		
Develop Project Base Sheets	20	6	5	30				30		
General Notes/Typical Section		2	50	100		16	40	44		
Geometric Control Sheet		1	50	50		4	16	30		
Detail Sheets		2	50	100		16	40	44		
Plan Sheets ( Plan & Profile)	20	6	60	360		60	100	140	60	
Plan Sheets (Project Details)	20	6	60	360		60	100	140	60	
Cross-section Drawings		15	15	225			50	100	75	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quantities/Cost Estimate/Bid Specifications				32		16	16			
Quality Control				16		16				
Subtotal Roadway Items			39	33.7	0	196	370	552	195	

**TEAM AZTEC**  
17th St (Vernal OP to Monroe RAB)  
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

5. UTILITY DESIGN											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
Utility Conflict Assessment/Documentation		n/a	n/a	20			10	10			
Water Detail Sheets & General Notes		1	40	40			4	20	16		
Water Plan & Profile Sheets	20	4	50	200			60	70	70		
Sewer Detail Sheets & General Notes		1	20	20			4	8	8		
Sewer Plan & Profile Sheets	20	4	25	100			30	30	40		
Fiber Conduit Detail Sheets & General Notes		1	20	20			4	8	8		
Fiber Conduit Plan & Profile Sheets	20	4	25	100			30	30	40		
Comment Review, Responses, & Resolution Meetings				16		8	8				
Quantities/Cost Estimate/Bid Specifications				32		16	16				
Quality Control				16		16					
Subtotal Utility Items		15	37.6	564	0	40	166	176	182	0	

6. STRUCTURAL DESIGN											
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA	
General Notes/Typical Section		1	40	40			8	8	24		
Detail Sheets		1	80	80			16	24	40		
Plan Sheets ( Plan & Profile)	20	1	60	60			16	16	28		
Comment Review, Responses, & Resolution Meetings				16		8	8				
Quantities/Cost Estimate/Bid Specifications				32		16	16				
Quality Control				16		16					
Subtotal Structural Items		3		244	0	40	64	48	92	0	

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	4	1	4					4		
Review Site and Identify Design Issues		n/a	n/a	16				16			
Develop overall Plan		n/a	n/a	16				16			
Identify and Design Critical Structures for Grade Review		n/a	n/a	16				16			
Identify and Design Critical Structures for Permitting		n/a	n/a	16				16			
Size Ditches		n/a	n/a	16				16			
Storm Water Detail Sheets & General Notes		2	50	100			8	24	68		
Storm Water Plan & Profile Sheets	20	4	50	200			20	60	120		
Prepare Storm Water Management Plan and O&M Manual		n/a	n/a	60			16	44			
Comment Review, Responses, & Resolution Meetings				16		8	8				
Quantities/Cost Estimate/Bid Specifications				32		16	16				
Quality Control				16		16					
Subtotal Drainage Items		10		508	0	40	68	208	192		

**TEAM AZTEC**  
17th St (Vernal OP to Monroe RAB)  
PROPOSED SHEET COUNT AND HOURS FOR FINAL DESIGN

8. ROW ENGINEERING										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare ROW Exhibits				220			60	160		
Prepare Legal Descriptions				220			60	160		
Quality Control				16		16				
Subtotal Right-of-Way Engineering Items				456	0	16	120	320	0	0

9. LANDSCAPING SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Landscape Plan Sheets	100	2	30	60			20	40		
Landscape Summary Sheet		1	30	30			10	20		
Comment Review, Responses, & Resolution Meetings				8		4	4			
Quantities/Cost Estimate/Bid Specifications				8		4	4			
Quality Control				4		2	2			
<b>Subtotal Landscaping Items</b>		<b>3</b>		<b>110</b>	<b>0</b>	<b>10</b>	<b>40</b>	<b>60</b>	<b>0</b>	<b>0</b>

10. ENVIRONMENTAL SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Prepare Environmental Documentation				80			80			
Prepare SWPPP & Rule 5				160			60		100	
Comment Review, Responses, & Resolution Meetings				16		8	8			
Quality Control				16		8	8			
<b>Subtotal Environmental Items</b>				<b>272</b>	<b>0</b>	<b>16</b>	<b>156</b>	<b>0</b>	<b>100</b>	<b>0</b>

11. GENERAL ADMINISTRATION – Mod #01										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Administration of Subconsultants and Project Control (26 months @ 16 hours/month)				304	121					183
<b>Subtotal General Administration Items</b>				<b>304</b>	<b>121</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>183</b>

12. LIGHTING DESIGN – Mod #01										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Develop Project Base Sheets		4	2	8				8		
Plan Sheets – add conduit, foundation locations, etc. (some items provide by Duke)		4	10	40		8			32	
Utility Conflict analysis		4	6	24		8			16	
Cross-section Drawings – utilizing existing sheets		20	2	40		8			32	
Comment Review, Responses, & Resolution Mtgs. – design coord. with Duke				20	4	6			10	
Quantities/Cost Estimate/Bid Specifications				4		4				
Quality Control				4		2			2	
<b>Subtotal Lighting Items</b>		<b>4</b>	<b>35.0</b>	<b>140</b>	<b>4</b>	<b>36</b>	<b>0</b>	<b>8</b>	<b>92</b>	<b>0</b>

13. BID SUPPORT SERVICES										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
Additional bid services (more time): address changes/City preferences to bid documents				78	8	30			40	
Addendum #1 – Revise plans, specs, estimate, formal responses to bidder questions				67	6	29			32	
Addendum #2 – Revise plans, specs, estimate, formal responses to bidder questions				26	8	12			6	
Bid tabs, assistance with evaluation of bids at City request				8	2	6				
				0						
<b>Subtotal Bid Support Services</b>				<b>179</b>	<b>24</b>	<b>77</b>	<b>0</b>	<b>0</b>	<b>78</b>	<b>0</b>

14. POST-DESIGN SERVICES (COST PLUS TO MAX)										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
RFIs (1st 3 mos. @ 8 RFI/mo. @ 2 hrs/RFI + 6 mos. @ 2 RFI/mo. @ 2 hrs./RFI)				72	8	16		48		
Attend construction progress meetings (1 person @ 2 hrs/mtg @ 9 mtgs)				18	2	4		12		
Field visits for design implementation (1 person @ 2 hrs/visit @ 5 visits)				10		10				
Design Changes at City request				48		8		20	20	
				0						
<b>Subtotal Post-Design Services</b>				<b>148</b>	<b>10</b>	<b>38</b>	<b>0</b>	<b>80</b>	<b>20</b>	<b>0</b>

SUMMARY OF HOURS										
DESCRIPTION	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Sr. PM	Sr. PE	PE	E/D	T/D	PA
<b>TOTALS</b>		<b>87</b>		<b>4714</b>	<b>183</b>	<b>695</b>	<b>1008</b>	<b>1464</b>	<b>1181</b>	<b>183</b>

4714





## Board of Public Works Staff Report

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**Project/Event:** Approval of Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for the Kirkwood Maintenance and Downtown Alleys Projects

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

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

**Date:** 2/5/2019

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**Report:** The Kirkwood Maintenance Project will resurface Kirkwood Avenue between Walnut Street and Indiana Avenue. Curb ramps and crosswalks will also be replaced/repared as part of the project. The Downtown Alleys Project will improve the downtown alleys in three square blocks (between College, Walnut, 6th, and 7th; between Walnut, Washington, 6th, and 7th; and between Walnut, Washington, Kirkwood, and 6th). Improvements are expected to include asphalt resurfacing, replacement of alley aprons, and minor drainage improvements. Eagle Ridge Civil Engineering Services, LLC was selected from two engineering firms that responded to a Request for Information to perform preliminary engineering for these projects. The fee for the Kirkwood Maintenance services is set at a not-to-exceed amount of \$34,600 and the fee for Downtown Alley services is set at a not-to-exceed amount of \$52,350. The total contract amount is set at a not-to-exceed amount of \$86,950.

No right of way acquisition is anticipated for these projects. Construction for both of these projects is expected in 2019.

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**Recommendation and Supporting Justification:** Staff recommends that the Board approve Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for the Kirkwood Maintenance and Downtown Alleys Projects.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
<b>Design Services Contract</b>	<b>Current Item</b>	<b>2/5/2019</b>
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	2019

**PROJECT NAME: Kirkwood Maintenance and Downtown Alleys**

**AGREEMENT FOR CONSULTING SERVICES**

This Agreement, entered into on this 5th day of February, 2019, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Eagle Ridge Civil Engineering Services, LLC, (hereinafter referred to as "Consultant"),

**WITNESSETH:**

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to repair or replace curb ramps, crosswalks, street and alley pavements at various locations in the downtown area; and

WHEREAS, the downtown areas are better described as follows:

Kirkwood Maintenance – Kirkwood Avenue between Walnut Street and Indiana Avenue; and  
Downtown Alleys – alleys within three downtown blocks bordered by College/Walnut/6<sup>th</sup>/7<sup>th</sup>, Walnut/Washington/6<sup>th</sup>/7<sup>th</sup>, and Walnut/Washington/Kirkwood/6<sup>th</sup>; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, which shall be hereinafter referred to as "the Services"; and

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

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

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

**Article 1. Scope of Services:** Consultant shall provide engineering design services for the replacement of deteriorated pavements in the downtown areas noted above. These design services shall include the preparation of plans, specifications and estimates for work on street pavements, alley pavements, markings, curb ramps, cross walks, and other incidental construction that is found necessary to complete the replacement or repair of these features. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

**Article 2. Standard of Care:** Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

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

**A. Information/Reports**

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

**B. Representative**

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

**C. Decisions**

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

**Article 4. Compensation:** The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the portion of the project identified as Kirkwood Maintenance, the total compensation paid, including fees and expenses, shall not exceed the amount of **Thirty-Four Thousand Six Hundred Dollars (\$34,600.00)**. For the portion of the project identified as Downtown Alleys, the total compensation paid, including fees and expenses, shall not exceed the amount of **Fifty-Two Thousand Three Hundred Fifty Dollars (\$52,350.00)**. The total compensation paid for the project, including fees and expenses, shall not exceed the amount of **Eighty-Six Thousand Nine Hundred Fifty Dollars (\$86,950.00)**. These sums 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 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, Project 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, Key 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:

Eagle Ridge Civil Engineering Services, LLC  
Attn: Brock Ridgway  
1321 Laurel Oak Drive  
Avon, IN 46123

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

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

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

**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 Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board 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 Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board 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 Board.

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

Consultant

Eagle Ridge Civil Engineering Services, LLC

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

\_\_\_\_\_  
Brock Ridgway, P.E.  
Managing Member

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

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

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

**EXHIBIT A**  
**SCOPE OF WORK AND FEE ESTIMATE**

*Provided as separate spreadsheet.*

**EXHIBIT B  
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit A. 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).

**KIRKWOOD MAINTENANCE**

Assessment and Preliminary Design .....	\$10,105.00
Design.....	\$16,370.00
Bidding and Construction Phase .....	\$5,925.00
Project Management .....	\$1,150.00
<b>Total Lump Sum \$ 33,550.00</b>	

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

Survey (Maximum, Billed at Cost + 5%)	\$1,050.00
<b>Total Cost Plus \$ 1,050.00</b>	

**TOTAL ESTIMATED COST OF KIRKWOOD MAINTENANCE \$ 34,600.00**

**DOWNTOWN ALLEYS**

Assessment and Preliminary Design .....	\$18,455.00
Design.....	\$20,140.00
Bidding and Construction Phase .....	\$6,305.00
Project Management .....	\$1,150.00
<b>Total Lump Sum \$ 46,050.00</b>	

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

Survey (Maximum, Billed at Cost + 5%)	\$6,300.00
<b>Total Cost Plus \$ 6,300.00</b>	

**TOTAL ESTIMATED COST OF DOWNTOWN ALLEYS \$ 52,350.00**

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

Senior Project Manager:	\$115 / hour
Project Engineer:	\$ 95 / hour
CADD Technician:	\$ 60 / hour
Direct Expenses:	At Cost
Subconsultants:	At Cost + 5%

**EXHIBIT C**  
**PROJECT SCHEDULE**

	<b>KIRKWOOD MAINTENANCE</b>		<b>DOWNTOWN ALLEYS</b>	
<b>MILESTONES</b>	<b>ESTIMATED DATE</b>	<b>COMMENTS</b>	<b>ESTIMATED DATE</b>	<b>COMMENTS</b>
Notice to Proceed	Feb 5, 2019		Feb 5, 2019	
Initial Stakeholder Meetings Complete	N/A		Feb 28, 2019	
Submit Preliminary Plans	March 1, 2019	Assumes expedited review period for City	March 28, 2019	Assumes 1-week review period for City
Final Stakeholder Meetings Complete	N/A		April 30, 2019	
Submit Draft Final Plans	March 15, 2019	Assumes expedited review period for City	May 15, 2019	
Complete Final Plans	March 20, 2019		June 6, 2019	
Bid Advertisement	March 25, 2019		June 15, 2019	
Bid Opening	April 15, 2019		July 9, 2019	
Construction	May-July 2019		Aug-Oct 2019	

**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**

Senior Project Manager

Brock Ridgway, PE

Project Engineer

Michael Tanis, PE



**EXHIBIT E**  
**AFFIDAVIT REGARDING E-VERIFY**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

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

1. The undersigned is the Managing Member of Eagle Ridge Civil Engineering Services, LLC
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.

\_\_\_\_\_  
Brock Ridgway, P.E.  
Managing Member

STATE OF INDIANA            )  
  ) SS:  
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 \_\_\_\_\_, 2019.

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

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

**EXHIBIT F  
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

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

**OATH AND AFFIRMATION**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Eagle Ridge Civil Engineering Services, LLC  
(Name of Organization)

By: \_\_\_\_\_  
Brock Ridgway, P.E.  
Managing Member

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF MONROE        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019

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

\_\_\_\_\_  
Printed name

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_

# EXHIBIT A - SCOPE OF WORK AND FEE ESTIMATE

## Kirkwood Maintenance and Downtown Alleys

for Bloomington Planning and Transportation Department

1/30/2019

TASKS	KIRKWOOD MAINTENANCE						DOWNTOWN ALLEYS					
	Senior Civil Engineer	Civil Engineer	CADD Technician	Sub-consultant	Project Expenses	Totals	Senior Civil Engineer	Civil Engineer	CADD Technician	Sub-consultant	Project Expenses	Totals
	Hours	Hours	Hours	At Cost + 5%	At Cost		Hours	Hours	Hours	At Cost + 5%	At Cost	
<b>Assessment and Preliminary Design</b>						<b>\$11,155</b>						<b>\$24,755</b>
Obtain GIS Mapping and Set up Base Plan Sheets	1	4	4			\$735	1	6	6			\$1,045
Perform Site review, augment GIS	4	10	5		\$170	\$1,880	4	16	8		\$280	\$2,740
Review sites with DPW for full depth patching needed in Kirkwood, and failed/brick areas in alleys		4	2		\$110	\$610		6	3		\$110	\$860
Conduct review of existing lighting (alleys only)						\$0		2				\$190
Allowance for Topo Survey where found needed	2	4	4	\$ 1,000		\$1,900	2	12	12	\$ 6,000		\$8,390
Update mapping to results of site inspections		10	5			\$1,250		12	6			\$1,500
Coordinate with CBU for needs in each area		3				\$285		3				\$285
Coordinate with Duke re: Lighting Needs (Alleys only)						\$0		8			\$110	\$870
Coordinate/Meet with Local Stakeholders under City's direction						\$0	10	16			\$340	\$3,010
Prepare Preliminary Plans for City Review (Pavements, patching, ramps, and primary features)	2	20	10		\$145	\$2,875	4	28	16		\$165	\$4,245
Conduct a Field Check/Preliminary Plan Review with the City and CBU	6	8			\$170	\$1,620	6	8			\$170	\$1,620
<b>Design Phase</b>						<b>\$16,370</b>						<b>\$20,140</b>
Prepare Title Sheet		2	1			\$250		2	1			\$250
Prepare Index/General Notes/Legend/Utility Contacts Sheet	1	2	1			\$365	1	2	1			\$365
Assemble Paving, Patching, and Misc. Details Sheet	2	8	6			\$1,350	2	8	6			\$1,350
Coordinate and Prepare Special Detail for Crosswalk Treatments (Kirkwood only)	4	6	2			\$1,150						\$0
Prepare Mntc of Traffic and Access Plans/Notes	2	12	6			\$1,730	2	6	4			\$1,040
Prepare Erosion Control Plans/Details/Notes		2	1			\$250		2	1			\$250
Prepare Design for Drainage Modifications/Improvements		4	2			\$500		8	2			\$880
Prepare Master Map for Plan Sheet Index (alleys only)						\$0		2	2			\$310
Prepare Final Roadway Plans	2	20	10		\$200	\$2,930	2	28	16		\$220	\$4,070
Prepare pavement markings design (Kirkwood only)		4	2			\$500						\$0
Add Grading Plans where needed		8	4			\$1,000		8	4			\$1,000
Perform Final Coordination with Duke re: Lighting Installations						\$0	1	6				\$685
Coordinate with utilities re: potholing and relocation planning		2				\$190	1	12			\$110	\$1,365
Prepare Summary of Quantities and Paving Table	1	10	2			\$1,185	1	12	2			\$1,375
Prepare Cost Estimate	1	8				\$875	1	8				\$875
Coordinate/Meet with Local Stakeholders for Design Review/Encroachment Coordination						\$0	8	12			\$170	\$2,230
Conduct 95% Plan and Estimate Review Meeting with City and CBU	8	10			\$170	\$2,040	8	10			\$170	\$2,040
Revise / Prepare 100% Plans	1	12	4		\$100	\$1,595	1	12	4		\$100	\$1,595
Prepare Technical Specifications	4					\$460	4					\$460
<b>Bidding and Construction Phase</b>						<b>\$5,925</b>						<b>\$6,305</b>
Assemble Pay Item List and Quantities	1	4				\$495	1	4				\$495
Update Cost Estimate	1	4				\$495	1	4				\$495
Prepare Unit Price Bid Form	2					\$230	2					\$230
Conduct Prebid Meeting and Respond to Bidder's Questions		10			\$110	\$1,060		10			\$110	\$1,060
Addendum Preparation (if required)	1	6	2			\$805	1	6	2			\$805
Attend Preconstruction Meeting		8			\$110	\$870		8			\$110	\$870
Construction Support By Designer (Inspection by others)	2	16			\$220	\$1,970	2	20			\$220	\$2,350
<b>Project Management</b>						<b>\$1,150</b>						<b>\$1,150</b>
Invoices and Progress Reports	2					\$230	2					\$230
Project Workplan/Management/Accounting Setup	8					\$920	8					\$920
<b>Total Hours:</b>	<b>58</b>	<b>221</b>	<b>73</b>	<b>\$1,000</b>	<b>\$1,505</b>	<b>TOTAL</b>	<b>76</b>	<b>307</b>	<b>96</b>	<b>\$6,000</b>	<b>\$2,385</b>	<b>TOTAL</b>
<b>Fee by Classification:</b>	<b>\$6,670</b>	<b>\$20,995</b>	<b>\$4,380</b>	<b>\$1,050</b>	<b>\$1,505</b>	<b>\$34,600</b>	<b>\$8,740</b>	<b>\$29,165</b>	<b>\$5,760</b>	<b>\$6,300</b>	<b>\$2,385</b>	<b>\$52,350</b>

### Assumptions:

- 1) The two projects will be authorized at the same time to allow combined early coordination and fieldwork activities.
- 2) Once preliminary plans are assembled, the projects expected to progress separately
- 3) The City (DPW) is to direct where they wish to have full-depth paving on Kirkwood Avenue.
- 4) The City will assemble the project manual and manage the bidding process
- 5) The City will provide its own inspection
- 6) Drainage design is limited to spot modifications such as moving or adding an inlet, but assumes a readily available outfall (connection). No hydraulic analysis/calcs are anticipated.
- 7) Utility coordination limited to features proposed in this design, not general site improvements, property owner requests, old equipment removals, etc. not related to the City's paving goals

### PROPOSAL BREAKDOWNS

BY PRIMARY TASKS	BY FIRM
Assessment & Prelim Design	\$ 10,105 Eagle Ridge Civil Engineering
Design	\$ 16,370 BRCJ, Inc.
Survey (Cost Plus Item)	\$ 1,050
Bidding and Construction Phase	\$ 5,925
Project Management	\$ 1,150
<b>TOTAL:</b>	<b>\$ 34,600</b>

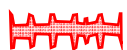
### PROPOSAL BREAKDOWNS

BY PRIMARY TASKS	BY FIRM
Assessment & Prelim Design	\$ 18,455 Eagle Ridge Civil Engineering
Design	\$ 20,140 BRCJ, Inc.
Survey (Cost Plus Item)	\$ 6,300
Bidding and Construction Phase	\$ 6,305
Project Management	\$ 1,150
<b>TOTAL:</b>	<b>\$ 52,350</b>





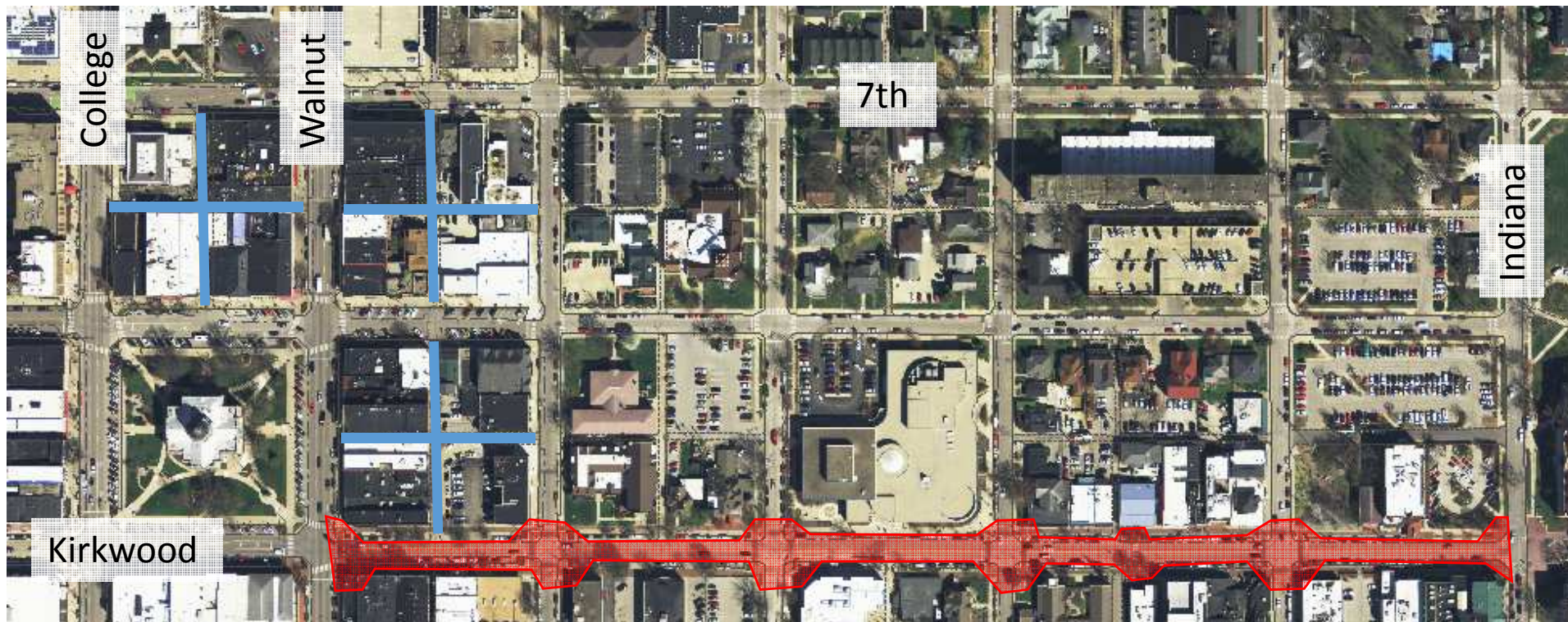
Downtown Alley Project Limits



Kirkwood Maintenance Project Limits (approximate)



North





# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>			
<b>Department 01 - Animal Shelter</b>			
<b>Program 010000 - Main</b>			
<b>Account 43430 - Animal Adoption Fees</b>			
Emily A. Davis	01-refund adoption fee- feline	02/08/2019	75.00
Angela Vogt	01-refund adoption fee	02/08/2019	75.00
	<b>Account 43430 - Animal Adoption Fees Totals</b>	<b>2</b>	<b>\$150.00</b>
<b>Account 52110 - Office Supplies</b>			
6530 - Office Depot, INC	01-clear plastic cups-1 pk	02/08/2019	9.19
	<b>Account 52110 - Office Supplies Totals</b>	<b>1</b>	<b>\$9.19</b>
<b>Account 52210 - Institutional Supplies</b>			
313 - Fastenal Company	01-bandages-1/4/19	02/08/2019	277.79
313 - Fastenal Company	01-mop-1/10/19	02/08/2019	45.50
4633 - Midwest Veterinary Supply, INC	01-credit-partnership program rebate	02/08/2019	(318.72)
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-XL-100bx-1/14/19	02/08/2019	14.12
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-XL-100bx/antibiotics-1/14/19	02/08/2019	46.43
4633 - Midwest Veterinary Supply, INC	01-rabbit food, bowls-1/14/19	02/08/2019	154.88
4633 - Midwest Veterinary Supply, INC	01-antibiotics/antiparasitics/pheramones, treats-1/14/19	02/08/2019	1,301.61
4633 - Midwest Veterinary Supply, INC	01-diagnostic lamp-1/14/19	02/08/2019	176.00
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG-100bx-1/16/19	02/08/2019	28.24
175 - Monroe County Humane Association, INC	01-antivirals-shelter dog GE	02/08/2019	75.00
6530 - Office Depot, INC	01-dust pan, storage hangers/hooks	02/08/2019	74.23
4137 - Patterson Veterinary Supply, INC	01-medications-1/14/19	02/08/2019	24.86
	<b>Account 52210 - Institutional Supplies Totals</b>	<b>12</b>	<b>\$1,899.94</b>
<b>Account 52310 - Building Materials and Supplies</b>			
409 - Black Lumber Co. INC	19-ACC-hardware for shelves-drill bit	02/08/2019	14.77
	<b>Account 52310 - Building Materials and Supplies Totals</b>	<b>1</b>	<b>\$14.77</b>
<b>Account 53130 - Medical</b>			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries 1/7-1/17/19, 48 cats, 16 dogs, & 5 rabbits	02/08/2019	2,714.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-HTW and rabies vaccines-1/14/19	02/08/2019	18.90
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, surgery & diagnostics, spay/neuter-1/4-1/8/19, 2 dogs	02/08/2019	352.50
	<b>Account 53130 - Medical Totals</b>	<b>3</b>	<b>\$3,085.40</b>
<b>Account 53210 - Telephone</b>			



# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description	Payment Date	Invoice Amount
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 12/12/18-1/11/19	01/28/2019	242.97
	Account <b>53210 - Telephone</b> Totals	1	\$242.97
Account <b>53220 - Postage</b>			
4487 - PMB East, INC (PakMail)	01-BOH shipping-1/23/19	02/08/2019	13.30
4487 - PMB East, INC (PakMail)	01-BOH shipping-1/24/19	02/08/2019	28.30
	Account <b>53220 - Postage</b> Totals	2	\$41.60
Account <b>53510 - Electrical Services</b>			
223 - Duke Energy	19-CH/Off site facilities-electric summary billing 1/16/2019	01/28/2019	1,426.52
	Account <b>53510 - Electrical Services</b> Totals	1	\$1,426.52
Account <b>53610 - Building Repairs</b>			
912 - Central Security Systems, INC	01-comm. lease/monitoring-2/1-4/30/19	02/08/2019	264.00
321 - Harrell Fish, INC	19-ACC-replaced thermostat remote sensor	02/08/2019	347.75
321 - Harrell Fish, INC	19-ACC-quarterly PM contract-Winter check	02/08/2019	826.00
	Account <b>53610 - Building Repairs</b> Totals	3	\$1,437.75
Account <b>53990 - Other Services and Charges</b>			
60 - Monroe County Solid Waste Management District	01-syringe disposal	02/08/2019	79.20
5128 - Petkey, LLC	01-microchip registration	02/08/2019	12.95
	Account <b>53990 - Other Services and Charges</b> Totals	2	\$92.15
Account <b>54510 - Other Capital Outlays</b>			
6378 - ANN-KRISS, LLC	01-ACC-Installation of Fencing & Concrete Walk-01/14/19 BC 2018-92	02/08/2019	5,363.61
6378 - ANN-KRISS, LLC	01-ACC-Installation of Fencing & Concrete Walk-01/22/2019 BC 2018-92	02/08/2019	441.63
	Account <b>54510 - Other Capital Outlays</b> Totals	2	\$5,805.24
	Program <b>010000 - Main</b> Totals	30	\$14,205.53
Program <b>010001 - Donations Over \$5K</b>			
Account <b>53130 - Medical</b>			
6529 - BloomingPaws, LLC	01-exam, x-rays-12/28/18	02/08/2019	197.01
175 - Monroe County Humane Association, INC	01-exam, x-rays, amputation surgery	02/08/2019	487.36
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, surgery & diagnostics, spay/neuter-1/4-1/8/19 4 dogs	02/08/2019	848.19
	Account <b>53130 - Medical</b> Totals	3	\$1,532.56
	Program <b>010001 - Donations Over \$5K</b> Totals	3	\$1,532.56
	Department <b>01 - Animal Shelter</b> Totals	33	\$15,738.09
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			



# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Account 46060 - Other Violations</b>			
William Burke	14-refund pkg citation #19201001796	02/08/2019	30.00
Phillip Miles	14-overpayment pkg citation #18200101184	02/08/2019	20.00
Gerald Vornholt	14-refund pkg citation #19200800214	02/08/2019	30.00
	<b>Account 46060 - Other Violations Totals</b>	3	<b>\$80.00</b>
<b>Account 53990 - Other Services and Charges</b>			
5697 - Cascade Engineering, INC	02-move Sanitation totes from Switchyard Pk to Sanitation bldg	02/08/2019	6,387.50
	<b>Account 53990 - Other Services and Charges Totals</b>	1	<b>\$6,387.50</b>
<b>Account 54510 - Other Capital Outlays</b>			
6378 - ANN-KRISS, LLC	01-ACC-Installation of Fencing & Concrete Walk-01/22/2019 BC 2018-92	02/08/2019	324.60
	<b>Account 54510 - Other Capital Outlays Totals</b>	1	<b>\$324.60</b>
	<b>Program 020000 - Main Totals</b>	5	<b>\$6,792.10</b>
	<b>Department 02 - Public Works Totals</b>	5	<b>\$6,792.10</b>
<b>Department 03 - City Clerk</b>			
<b>Program 030000 - Main</b>			
<b>Account 52110 - Office Supplies</b>			
6530 - Office Depot, INC	03-gel ball pens-1 dozen	02/08/2019	35.59
6530 - Office Depot, INC	03-translucent report covers-4 boxes	02/08/2019	183.56
6530 - Office Depot, INC	03-Fabreeze, Kleenex, sharpies	02/08/2019	26.32
6530 - Office Depot, INC	03-Purell wipes	02/08/2019	38.38
6530 - Office Depot, INC	03-Sachets wipes	02/08/2019	9.95
6530 - Office Depot, INC	03-Norazza Endust pop up	02/08/2019	8.59
	<b>Account 52110 - Office Supplies Totals</b>	6	<b>\$302.39</b>
<b>Account 53910 - Dues and Subscriptions</b>			
3913 - Indiana League Of Municipal Clerks & Treasurers	03-ILMCT 2019 Dues for N. Bolden & S. Lucas	02/08/2019	364.00
	<b>Account 53910 - Dues and Subscriptions Totals</b>	1	<b>\$364.00</b>
	<b>Program 030000 - Main Totals</b>	7	<b>\$666.39</b>
	<b>Department 03 - City Clerk Totals</b>	7	<b>\$666.39</b>
<b>Department 04 - Economic &amp; Sustainable Dev</b>			
<b>Program 040000 - Main</b>			
<b>Account 53910 - Dues and Subscriptions</b>			
517 - Indiana Economic Development Association, INC	04 2019 Membership for Alex Crowley	02/08/2019	245.00
6749 - Localintel, INC	04 Annual hosting fee for year 1 and microsite for data	02/08/2019	1,500.00





# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description	Payment Date	Invoice Amount
Account <b>53910 - Dues and Subscriptions</b> Totals		2	\$1,745.00
Account <b>53960 - Grants</b>			
1481 - Ivy Tech Community College	04 2019 SBDC Grant	02/08/2019	10,000.00
Account <b>53960 - Grants</b> Totals		1	\$10,000.00
Account <b>53970 - Mayor's Promotion of Business</b>			
5954 - The Greater Bloomington Chamber Of Commerce, INC	04 - 3 seats at Legislative Preview (Alex, Brian, Sean)	02/08/2019	75.00
Account <b>53970 - Mayor's Promotion of Business</b> Totals		1	\$75.00
Program <b>040000 - Main</b> Totals		4	\$11,820.00
Department <b>04 - Economic &amp; Sustainable Dev</b> Totals		4	\$11,820.00
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>53960 - Grants</b>			
1138 - BCT Management, INC	05-Buskirk Chumley Grant -- Operating Expenses, First Quarter BC 2018-102	02/08/2019	13,750.00
Account <b>53960 - Grants</b> Totals		1	\$13,750.00
Program <b>050000 - Main</b> Totals		1	\$13,750.00
Department <b>05 - Common Council</b> Totals		1	\$13,750.00
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>49993 - Indiana Uncliamed</b>			
Paul Kite	06-refund cashier's check #987575 (for EC surety)	02/08/2019	7,615.00
Account <b>49993 - Indiana Uncliamed</b> Totals		1	\$7,615.00
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	06-Pens	02/08/2019	12.58
6530 - Office Depot, INC	06-Self inking stamp	02/08/2019	7.10
Account <b>52110 - Office Supplies</b> Totals		2	\$19.68
Account <b>52420 - Other Supplies</b>			
6530 - Office Depot, INC	06-Hand sanitizer and wipes	02/08/2019	18.36
Account <b>52420 - Other Supplies</b> Totals		1	\$18.36
Account <b>53990 - Other Services and Charges</b>			
19403 - London Witte Group, LLC (LWG CPA's)	06- Transportation Gas Consulting	02/08/2019	3,675.00
Account <b>53990 - Other Services and Charges</b> Totals		1	\$3,675.00
Program <b>060000 - Main</b> Totals		5	\$11,328.04
Department <b>06 - Controller's Office</b> Totals		5	\$11,328.04
Department <b>09 - CFRD</b>			





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Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Program 090000 - Main</b>			
<b>Account 53910 - Dues and Subscriptions</b>			
891 - Lucy Schaich	09-professional development-annual VolunteerPro subscription	02/08/2019	250.00
	<b>Account 53910 - Dues and Subscriptions Totals</b>	1	<u>\$250.00</u>
<b>Account 53960 - Grants</b>			
1138 - BCT Management, INC	09-BCT facility rental for 2019 MLK Birthday Celebration	02/08/2019	800.00
	<b>Account 53960 - Grants Totals</b>	1	<u>\$800.00</u>
<b>Account 53990 - Other Services and Charges</b>			
6282 - Cynthia Costa (Pretty Crafty, LLC)	09-Bicentennial Celebration-Wax Hand Station	02/08/2019	1,100.00
	<b>Account 53990 - Other Services and Charges Totals</b>	1	<u>\$1,100.00</u>
	<b>Program 090000 - Main Totals</b>	3	<u>\$2,150.00</u>
	<b>Department 09 - CFRD Totals</b>	3	<u>\$2,150.00</u>
<b>Department 10 - Legal</b>			
<b>Program 100000 - Main</b>			
<b>Account 46010 - Court Docket Fees</b>			
199 - Monroe County Government	10 court cost reimbursement Bucksbarg OV000911	02/08/2019	114.00
	<b>Account 46010 - Court Docket Fees Totals</b>	1	<u>\$114.00</u>
<b>Account 52420 - Other Supplies</b>			
53442 - Paragon Micro, INC	10Adobe Acrobat Pro Paragon Micro 854642	02/08/2019	378.99
	<b>Account 52420 - Other Supplies Totals</b>	1	<u>\$378.99</u>
<b>Account 53120 - Special Legal Services</b>			
19660 - Bose McKinney & Evans, LLP	10 Annexation work 711706 Bose McKinney & Evans	02/08/2019	4,274.00
608 - Krieg Devault, LLP	10 monthly charge legal services Krieg Devault 473452	02/08/2019	2,000.00
6779 - Stewart Richardson & Associates, INC	10 deposition trascript of Liebel and Clark 218732	02/08/2019	445.07
6779 - Stewart Richardson & Associates, INC	10 deposition trascript Smith and Kineman 218727	02/08/2019	533.79
	<b>Account 53120 - Special Legal Services Totals</b>	4	<u>\$7,252.86</u>
	<b>Program 100000 - Main Totals</b>	6	<u>\$7,745.85</u>
<b>Program 101000 - Human Rights</b>			
<b>Account 52410 - Books</b>			
6022 - Simplify Compliance Holdings, LLC (BLR)	10 ADA FMLA Guide BLR/Thompson 18777685-bi	02/08/2019	499.00
6022 - Simplify Compliance Holdings, LLC (BLR)	10 ADA FMLA Guide BLR/Thompson 18777674-b1	02/08/2019	536.99
	<b>Account 52410 - Books Totals</b>	2	<u>\$1,035.99</u>
<b>Account 53160 - Instruction</b>			
4694 - Indiana Continuing Legal Education Forum (ICLEF)	10 unemployment claims seminar Mckinney ICLEF	02/08/2019	185.00



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Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53160 - Instruction Totals		1	\$185.00
Account 53910 - Dues and Subscriptions			
259 - Indiana Association Of Cities & Towns (AIM)	10 membership dues 2019 Ind ADA Coordinators	02/08/2019	25.00
Account 53910 - Dues and Subscriptions Totals		1	\$25.00
Program 101000 - Human Rights Totals		4	\$1,245.99
Department 10 - Legal Totals		10	\$8,991.84
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52420 - Other Supplies			
50722 - Bloomington Bagel Co., INC	11-bagels and coffee for Convergence meeting	02/08/2019	67.88
Account 52420 - Other Supplies Totals		1	\$67.88
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	11-cell phone charges 12/12/18-01/11/19	01/28/2019	41.40
Account 53210 - Telephone Totals		1	\$41.40
Account 53910 - Dues and Subscriptions			
5259 - Pacific & Southern Company, INC (Indy Star)	11-IndyStar online access	02/08/2019	4.99
5259 - Pacific & Southern Company, INC (Indy Star)	11-IndyStar online access	02/08/2019	4.99
Account 53910 - Dues and Subscriptions Totals		2	\$9.98
Program 110000 - Main Totals		4	\$119.26
Department 11 - Mayor's Office Totals		4	\$119.26
Department 12 - Human Resources			
Program 120000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	12-shredder, 2yr repl gear	02/08/2019	58.18
6530 - Office Depot, INC	12-wall calendar, staples, letra tape, post it flags	02/08/2019	53.09
Account 52110 - Office Supplies Totals		2	\$111.27
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	12-cell phone charges 12/12/18-1/11/19	01/28/2019	26.48
Account 53210 - Telephone Totals		1	\$26.48
Account 53990 - Other Services and Charges			
6309 - CivicPlus, INC	12 Annual Subscription Inv 178507	02/08/2019	4,995.00
Account 53990 - Other Services and Charges Totals		1	\$4,995.00
Program 120000 - Main Totals		4	\$5,132.75



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Vendor	Invoice Description	Payment Date	Invoice Amount
Department 12 - Human Resources Totals		4	\$5,132.75
Department 13 - Planning			
Program 130000 - Main			
Account 41020 - Permits			
Shelby Bloomington LLC	06-refund of excessive fees associated for grading in ROW	02/08/2019	4,937.43
	Account 41020 - Permits Totals	1	\$4,937.43
Account 53160 - Instruction			
5494 - Daniel Aaron Backler	13 -2019 Stormwater Drainage Conference Registration Fee	02/08/2019	75.00
121 - Eco Logic, LLC	13 - Ecological Restoration Event Admission Linda Thompson	02/08/2019	50.00
6139 - Seyedamir K Farshchi	13 - Reimburesement for Planetizen AICP Exam Prep Class for Amir	02/08/2019	245.00
	Account 53160 - Instruction Totals	3	\$370.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	13-cell phone charges 12/12/18-1/11/19	01/28/2019	336.72
	Account 53210 - Telephone Totals	1	\$336.72
Account 53310 - Printing			
3892 - Midwest Color Printing, INC	13-business cards-E. Greulich-250	02/08/2019	41.50
3892 - Midwest Color Printing, INC	13-business cards-R. Robling-250	02/08/2019	41.50
	Account 53310 - Printing Totals	2	\$83.00
Account 53990 - Other Services and Charges			
6289 - Clarion Associates, LLC	13-Bloomington UDO-services as of 12/31/18	02/08/2019	5,476.25
199 - Monroe County Government	13-Copies at Recorder's Office-copies on 12/12/18	02/08/2019	4.00
4898 - Oman Systems, INC	13 - BidTabs IN Program Subscription	02/08/2019	1,390.00
3444 - Rundell Ernstberger Associates, INC	13-Bloomington Trades District-Inv. date 10/17/18	02/08/2019	3,810.00
	Account 53990 - Other Services and Charges Totals	4	\$10,680.25
	Program 130000 - Main Totals	11	\$16,407.40
	Department 13 - Planning Totals	11	\$16,407.40
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 52240 - Fuel and Oil			
177 - Indiana Oxygen Company, INC	19-City Hall-fuel for cutting tools	02/08/2019	33.42
	Account 52240 - Fuel and Oil Totals	1	\$33.42
Account 52310 - Building Materials and Supplies			
395 - Kirby Risk Corp	19-City Hall-lamps for stock	02/08/2019	29.10



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Vendor	Invoice Description	Payment Date	Invoice Amount
394 - Kleindorfer Hardware & Variety	19-City Hall-2 flappers	02/08/2019	12.58
53005 - Menards, INC	19-City Hall-pole breaker, flex strap, micro cable	02/08/2019	68.38
53005 - Menards, INC	19-City Hall-flush valve parts	02/08/2019	43.98
Account <b>52310 - Building Materials and Supplies</b> Totals		4	\$154.04
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 12/12/18-1/11/19	01/28/2019	188.36
Account <b>53210 - Telephone</b> Totals		1	\$188.36
Account <b>53510 - Electrical Services</b>			
223 - Duke Energy	19-CH/Off site facilities-electric summary billing 1/16/2019	01/28/2019	8,303.32
Account <b>53510 - Electrical Services</b> Totals		1	\$8,303.32
Account <b>53610 - Building Repairs</b>			
656 - B&L Sheet Metal and Roofing, INC	19-City Hall-P&R-roof leak director's office	02/08/2019	357.12
651 - Engraving & Stamp Center, INC	19-City Hall-name plates for Clerks Office & Legal Dept	02/08/2019	36.72
321 - Harrell Fish, INC	19-City Hall-repair leaking cooling tower	02/08/2019	710.17
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-January 2019	02/08/2019	1,910.66
Account <b>53610 - Building Repairs</b> Totals		4	\$3,014.67
Program <b>190000 - Main</b> Totals		11	\$11,693.81
Department <b>19 - Facilities Maintenance</b> Totals		11	\$11,693.81
Department <b>28 - ITS</b>			
Program <b>280000 - Main</b>			
Account <b>53210 - Telephone</b>			
1079 - AT&T	28-phone charges-12/20/18-1/19/19-#812 339-2261 261 1	01/28/2019	5,615.90
4236 - YP, LLC	28-Yellow/White Pages Advertising	02/08/2019	1,134.00
Account <b>53210 - Telephone</b> Totals		2	\$6,749.90
Program <b>280000 - Main</b> Totals		2	\$6,749.90
Department <b>28 - ITS</b> Totals		2	\$6,749.90
Fund <b>101 - General Fund (S0101)</b> Totals		100	\$111,339.58
Fund <b>270 - CC Jack Hopkins NR17-42 (S0011)</b>			
Department <b>05 - Common Council</b>			
Program <b>050000 - Main</b>			
Account <b>53960 - Grants</b>			
20872 - Catholic Charities Social Services	15-JH18 Grant-Trauma-Informed Care Program-9/17-12/31/18	02/08/2019	5,195.00
Account <b>53960 - Grants</b> Totals		1	\$5,195.00



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Vendor	Invoice Description	Payment Date	Invoice Amount
	Program <b>050000 - Main</b> Totals	1	\$5,195.00
	Department <b>05 - Common Council</b> Totals	1	\$5,195.00
	Fund <b>270 - CC Jack Hopkins NR17-42 (S0011)</b> Totals	1	\$5,195.00
Fund <b>312 - Community Services</b>			
Department <b>09 - CFRD</b>			
Program <b>090002 - Com Serv - MLK Comm</b>			
Account <b>53230 - Travel</b>			
1815 - Michael Shermis	09-reimburse gas/parking to pick up MLK Celebration speaker	02/08/2019	16.00
	Account <b>53230 - Travel</b> Totals	1	\$16.00
Account <b>53310 - Printing</b>			
8002 - Safeguard Business Systems, INC	09-Print MLK Birthday Celebration Program	02/08/2019	351.18
	Account <b>53310 - Printing</b> Totals	1	\$351.18
Account <b>53990 - Other Services and Charges</b>			
1138 - BCT Management, INC	09-BCT facility rental for 2019 MLK Birthday Celebration	02/08/2019	2.00
5932 - Indiana Bratworks (Board & Blade)	09-MLK Birthday Celebration--catering	02/08/2019	2,045.00
203 - Indiana University	09-Choral Ensemble for 2019 MLK Birthday Celebration	02/08/2019	500.00
	Account <b>53990 - Other Services and Charges</b> Totals	3	\$2,547.00
	Program <b>090002 - Com Serv - MLK Comm</b> Totals	5	\$2,914.18
Program <b>090018 - CBVN</b>			
Account <b>53990 - Other Services and Charges</b>			
891 - Lucy Schaich	09-professional development-annual VolunteerPro subscription	02/08/2019	249.00
	Account <b>53990 - Other Services and Charges</b> Totals	1	\$249.00
	Program <b>090018 - CBVN</b> Totals	1	\$249.00
	Department <b>09 - CFRD</b> Totals	6	\$3,163.18
	Fund <b>312 - Community Services</b> Totals	6	\$3,163.18
Fund <b>451 - Motor Vehicle Highway(S0708)</b>			
Department <b>20 - Street</b>			
Program <b>200000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
9523 - Freedom Business Solutions, LLC	20-Color LJ 4600/4650 Yellow Toner for LaserJet	02/08/2019	119.99
	Account <b>52110 - Office Supplies</b> Totals	1	\$119.99
Account <b>52310 - Building Materials and Supplies</b>			
409 - Black Lumber Co. INC	19-Street Dept-hit lock box connector, 3/8 romex conn	02/08/2019	1.18
	Account <b>52310 - Building Materials and Supplies</b> Totals	1	\$1.18



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Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Account 52330 - Street , Alley, and Sewer Material</b>			
334 - Irving Materials, INC	20-520 S. Washington-Class A Stone-2.50 cy-1/10/19	02/08/2019	286.25
365 - Rogers Group, INC	20-Cold Mix-38.00 tons-1/10/19	02/08/2019	4,180.00
	<b>Account 52330 - Street , Alley, and Sewer Material Totals</b>	2	<b>\$4,466.25</b>
<b>Account 52340 - Other Repairs and Maintenance</b>			
603 - Traffic Control Corporation	20-Service for push button repairs-9/18/18	02/08/2019	340.00
	<b>Account 52340 - Other Repairs and Maintenance Totals</b>	1	<b>\$340.00</b>
<b>Account 52420 - Other Supplies</b>			
409 - Black Lumber Co. INC	20-De-icing truck-12-3 50' artic blue	02/08/2019	29.97
409 - Black Lumber Co. INC	20-extension cords for vehicles-3	02/08/2019	89.91
409 - Black Lumber Co. INC	20-extension cord for vehicle #443-1	02/08/2019	29.97
409 - Black Lumber Co. INC	20-2 22 oz Windex bottles	02/08/2019	5.94
409 - Black Lumber Co. INC	20-Snow Control Beepers-16pk AAA dura alkaline batteries	02/08/2019	31.98
11243 - Core & Main, LP	20-Saw blade for concrete crew	02/08/2019	289.00
313 - Fastenal Company	20-safety supplies-ear plugs, safety glasses, gloves	02/08/2019	76.17
313 - Fastenal Company	20-safety supplies-safety glasses, gloves, safety towels-1/8/19	02/08/2019	45.07
313 - Fastenal Company	20-safety supplies-gloves, earplugs, safety towels-1/16/19	02/08/2019	49.09
177 - Indiana Oxygen Company, INC	20-Propane for Sign/Paving/Pavement Marking Crews-12/31/18	02/08/2019	9.92
786 - Richard's Small Engine, INC	20-mix 6 pack, fuel mix for chainsaw/concrete saws	02/08/2019	33.72
5819 - Synchrony Bank	20-1 Ettore 36" grip-n-grab	02/08/2019	97.51
	<b>Account 52420 - Other Supplies Totals</b>	12	<b>\$788.25</b>
<b>Account 53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 12/12/18-1/11/19	01/28/2019	206.72
	<b>Account 53210 - Telephone Totals</b>	1	<b>\$206.72</b>
<b>Account 53510 - Electrical Services</b>			
223 - Duke Energy	19-CH/Off site facilities-electric summary billing 1/16/2019	01/28/2019	364.66
	<b>Account 53510 - Electrical Services Totals</b>	1	<b>\$364.66</b>
<b>Account 53920 - Laundry and Other Sanitation Services</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/23/19	02/08/2019	18.82
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/9/19	02/08/2019	17.33
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-1/16/19	02/08/2019	17.34
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-1/16/19	02/08/2019	27.43



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Vendor	Invoice Description	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-1/23/19	02/08/2019	27.43
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-1/9/19	02/08/2019	27.43
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	6	\$135.78
Account <b>53950 - Landfill</b>			
52226 - Hoosier Transfer Station-3140	20-Landfill services for sweeper dumps-12/31/18	02/08/2019	315.20
	Account <b>53950 - Landfill</b> Totals	1	\$315.20
Account <b>53990 - Other Services and Charges</b>			
6152 - K&S Rolloff, INC	20-Hauling Fees for Sweeper Dumps-12/31/18	02/08/2019	150.00
	Account <b>53990 - Other Services and Charges</b> Totals	1	\$150.00
	Program <b>200000 - Main</b> Totals	27	\$6,888.03
	Department <b>20 - Street</b> Totals	27	\$6,888.03
	Fund <b>451 - Motor Vehicle Highway(S0708)</b> Totals	27	\$6,888.03
Fund <b>452 - Parking Facilities(S9502)</b>			
Department <b>26 - Parking</b>			
Program <b>260000 - Main</b>			
Account <b>43130 - Hourly Parking</b>			
Conner Flora	02-Morton St Garage-refund overcharged on hourly parking	02/08/2019	64.50
Mireya Martinez	02-Pkg Garage-ticket refund	02/08/2019	39.00
	Account <b>43130 - Hourly Parking</b> Totals	2	\$103.50
Account <b>43160 - Lot/Garage Leases - Annual</b>			
Hannah Jasicki	02-Pkg Garage-refund term parking	02/08/2019	67.00
Omeed Malek	02-Pkg Garage-refund monthly permit fee	02/08/2019	165.00
Jordan Tamburini	02-Morton St Garage-refund for January garage rent	02/08/2019	67.00
	Account <b>43160 - Lot/Garage Leases - Annual</b> Totals	3	\$299.00
Account <b>52420 - Other Supplies</b>			
4964 - The Toledo Ticket Co	26- Parking Garage Tickets for Dispensor-24,000	02/08/2019	743.30
	Account <b>52420 - Other Supplies</b> Totals	1	\$743.30
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	02-Pkg Garage cell phone chgs 12/12/18-1/11/19	01/28/2019	112.82
	Account <b>53210 - Telephone</b> Totals	1	\$112.82
Account <b>53510 - Electrical Services</b>			
223 - Duke Energy	19-CH/Off site facilities-electric summary billing 1/16/2019	01/28/2019	4,932.73
	Account <b>53510 - Electrical Services</b> Totals	1	\$4,932.73



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Vendor	Invoice Description	Payment Date	Invoice Amount
	Program <b>260000 - Main</b> Totals	8	\$6,191.35
	Department <b>26 - Parking</b> Totals	8	\$6,191.35
	Fund <b>452 - Parking Facilities(\$9502)</b> Totals	8	\$6,191.35
Fund <b>454 - Alternative Transport(\$6301)</b>			
Department <b>02 - Public Works</b>			
Program <b>020000 - Main</b>			
Account <b>46060 - Other Violations</b>			
Jonathan & Debra Swain	14-refund overpayment pkg citation M1701291-on line & Capital Re	02/08/2019	40.00
	Account <b>46060 - Other Violations</b> Totals	1	\$40.00
Account <b>54310 - Improvements Other Than Building</b>			
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pk & Clarizz-crosswalk-services 10/27-11/23/18 BC 2018-64	02/08/2019	6,304.00
	Account <b>54310 - Improvements Other Than Building</b> Totals	1	\$6,304.00
	Program <b>020000 - Main</b> Totals	2	\$6,344.00
	Department <b>02 - Public Works</b> Totals	2	\$6,344.00
	Fund <b>454 - Alternative Transport(\$6301)</b> Totals	2	\$6,344.00
Fund <b>519 - 2016 GO Bonds Bond #2 (\$0182)</b>			
Department <b>06 - Controller's Office</b>			
Program <b>060000 - Main</b>			
Account <b>53810 - Principal</b>			
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	35,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	15,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	20,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	55,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	15,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	70,000.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	10,000.00
	Account <b>53810 - Principal</b> Totals	7	\$220,000.00
Account <b>53820 - Interest</b>			
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	27,725.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	28,737.50
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	39,493.75
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	15,725.00
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	29,831.25





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Vendor	Invoice Description	Payment Date	Invoice Amount	
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	8,531.25	
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	19,050.00	
5232 - The Huntington National Bank	06-General Obligation Bond Series 2016	02/08/2019	7,243.75	
Account <b>53820 - Interest</b> Totals		8	\$176,337.50	
Program <b>060000 - Main</b> Totals		15	\$396,337.50	
Department <b>06 - Controller's Office</b> Totals		15	\$396,337.50	
Fund <b>519 - 2016 GO Bonds Bond #2 (S0182)</b> Totals		15	\$396,337.50	
Fund <b>520 - 2016 Parks GO Bond #3 (S0183)</b>				
Department <b>06 - Controller's Office</b>				
Program <b>060000 - Main</b>				
Account <b>53810 - Principal</b>				
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	40,000.00	
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	15,000.00	
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	20,000.00	
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	30,000.00	
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	40,000.00	
Account <b>53810 - Principal</b> Totals		5	\$145,000.00	
Account <b>53820 - Interest</b>				
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	28,425.00	
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	12,081.25	
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	16,096.88	
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	22,178.13	
5232 - The Huntington National Bank	06-Indiana Park District Bond Series 2016	02/08/2019	28,740.63	
Account <b>53820 - Interest</b> Totals		5	\$107,521.89	
Program <b>060000 - Main</b> Totals		10	\$252,521.89	
Department <b>06 - Controller's Office</b> Totals		10	\$252,521.89	
Fund <b>520 - 2016 Parks GO Bond #3 (S0183)</b> Totals		10	\$252,521.89	
Fund <b>601 - Cum Cap Development(S2391)</b>				
Department <b>02 - Public Works</b>				
Program <b>020000 - Main</b>				
Account <b>52330 - Street , Alley, and Sewer Material</b>				
50944 - Cargill Deicing Techno	20-de-icing salt-119.19 tons-1/24/19	BC 2018-64B	02/08/2019	11,252.72
50944 - Cargill Deicing Techno	20-De-icing salt-101.75 tons-1/23/19	BC 2018-64B	02/08/2019	9,606.22



# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description		Payment Date	Invoice Amount
50944 - Cargill Deicing Techno	20-De-icing salt-20.08 tons-1/23/19	BC 2018-64B	02/08/2019	1,895.75
50944 - Cargill Deicing Techno	20-De-icing salt-136.92 tons-1/15/19	BC 2018-64B	02/08/2019	12,926.61
50944 - Cargill Deicing Techno	20-De-icing salt-142.10 tons-1/16/19	BC 2018-64B	02/08/2019	13,423.22
50944 - Cargill Deicing Techno	20-De-icing salt-48.20 tons-1/17/19	BC 2018-64B	02/08/2019	4,550.56
50944 - Cargill Deicing Techno	20-De-icing salt-122.59 tons-1/22/19	BC 2018-64B	02/08/2019	11,573.74
50944 - Cargill Deicing Techno	20-De-icing salt-70.80 tons-1/18/19	BC 2018-64B	02/08/2019	6,778.64
Account <b>52330 - Street , Alley, and Sewer Material</b> Totals			8	\$72,007.46
Account <b>53110 - Engineering and Architectural</b>				
5641 - AZTEC Engineering Group, INC	13-B-Line Ext & Multi-use path-services 11/1-11/30/18	BC 2018-108	02/08/2019	11,752.12
1380 - DLZ Indiana, LLC	13-Tapp & Rockport-services 11/10-12/7/18	BC 2016-38	02/08/2019	1,214.88
Account <b>53110 - Engineering and Architectural</b> Totals			2	\$12,967.00
Program <b>020000 - Main</b> Totals			10	\$84,974.46
Department <b>02 - Public Works</b> Totals			10	\$84,974.46
Fund <b>601 - Cum Cap Development(\$2391)</b> Totals			10	\$84,974.46
Fund <b>730 - Solid Waste (\$6401)</b>				
Department <b>16 - Sanitation</b>				
Program <b>160000 - Main</b>				
Account <b>52420 - Other Supplies</b>				
53442 - Paragon Micro, INC	16-Dell OptiPlex Mini Tower		02/08/2019	954.99
Account <b>52420 - Other Supplies</b> Totals			1	\$954.99
Account <b>53130 - Medical</b>				
231 - Indiana University Health Bloomington, INC	16-J. Morrow-Drug screen DOT 5 Panel E screen		02/08/2019	45.00
231 - Indiana University Health Bloomington, INC	16-J. McIntire-drug screen DOT 5 Panel E screen		02/08/2019	45.00
Account <b>53130 - Medical</b> Totals			2	\$90.00
Account <b>53210 - Telephone</b>				
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 12/12/18-1/11/19		01/28/2019	517.72
Account <b>53210 - Telephone</b> Totals			1	\$517.72
Account <b>53510 - Electrical Services</b>				
223 - Duke Energy	19-CH/Off site facilities-electric summary billing 1/16/2019		01/28/2019	237.85
Account <b>53510 - Electrical Services</b> Totals			1	\$237.85
Account <b>53920 - Laundry and Other Sanitation Services</b>				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/16/19		02/08/2019	4.62
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-1/23/19		02/08/2019	4.62



# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-1/23/19	02/08/2019	32.26
	Account <b>53920 - Laundry and Other Sanitation Services</b> Totals	3	\$41.50
Account <b>53950 - Landfill</b>			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-12/17-12/31/18	02/08/2019	11,590.40
	Account <b>53950 - Landfill</b> Totals	1	\$11,590.40
	Program <b>160000 - Main</b> Totals	9	\$13,432.46
	Department <b>16 - Sanitation</b> Totals	9	\$13,432.46
	Fund <b>730 - Solid Waste (\$6401)</b> Totals	9	\$13,432.46
Fund <b>800 - Risk Management(S0203)</b>			
Department <b>10 - Legal</b>			
Program <b>100000 - Main</b>			
Account <b>53130 - Medical</b>			
5967 - Larry M Pursell	10 2019 CDL reimbursement Pursell Larry	02/08/2019	90.00
7667 - Steven K Robertson	10-reimbursement of CDL physical 2019	02/08/2019	85.00
	Account <b>53130 - Medical</b> Totals	2	\$175.00
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	10-cell phone charges 12/12/18-1/11/19	01/28/2019	59.07
	Account <b>53210 - Telephone</b> Totals	1	\$59.07
Account <b>53420 - Worker's Comp &amp; Risk</b>			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Worker's Compensation Claim Fees-12/20/18-1/19/19	01/29/2019	12,091.51
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Worker's Comp Admin Fees-12/15/18-1/14/19	01/29/2019	4,093.34
	Account <b>53420 - Worker's Comp &amp; Risk</b> Totals	2	\$16,184.85
	Program <b>100000 - Main</b> Totals	5	\$16,418.92
	Department <b>10 - Legal</b> Totals	5	\$16,418.92
	Fund <b>800 - Risk Management(S0203)</b> Totals	5	\$16,418.92
Fund <b>802 - Fleet Maintenance(S9500)</b>			
Department <b>17 - Fleet Maintenance</b>			
Program <b>170000 - Main</b>			
Account <b>52110 - Office Supplies</b>			
6530 - Office Depot, INC	17 - mousepads	02/08/2019	6.82
	Account <b>52110 - Office Supplies</b> Totals	1	\$6.82
Account <b>52210 - Institutional Supplies</b>			
313 - Fastenal Company	17 - first aid supplies splinter removers	02/08/2019	7.39
	Account <b>52210 - Institutional Supplies</b> Totals	1	\$7.39



# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description	Payment Date	Invoice Amount
<b>Account 52230 - Garage and Motor Supplies</b>			
4693 - Monroe County Tire & Supply, INC	17-#883 tires	02/08/2019	713.12
4693 - Monroe County Tire & Supply, INC	17-#209 tires	02/08/2019	383.80
Account 52230 - Garage and Motor Supplies Totals			2
			\$1,096.92
<b>Account 52240 - Fuel and Oil</b>			
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	02/08/2019
349 - White River Cooperative, INC	17 - Unleaded and Diesel Fuels	BC 2018-78D	02/08/2019
Account 52240 - Fuel and Oil Totals			2
			\$32,355.26
<b>Account 52320 - Motor Vehicle Repair</b>			
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#T156 windshield replacement & windshield replacement	02/08/2019	210.00
409 - Black Lumber Co. INC	17-#888 bolts/hardware	02/08/2019	8.07
244 - Bloomington Ford, INC	17 - seat belt assy	02/08/2019	52.97
244 - Bloomington Ford, INC	17 - seat belt assy	02/08/2019	86.90
244 - Bloomington Ford, INC	17 - #496 latch	02/08/2019	98.20
244 - Bloomington Ford, INC	17 - #414 lamp assy	02/08/2019	53.19
244 - Bloomington Ford, INC	17-#110 key fab	02/08/2019	29.90
244 - Bloomington Ford, INC	17-#414 washer nozzles	02/08/2019	11.40
244 - Bloomington Ford, INC	17-#496 manifold and cap	02/08/2019	136.08
244 - Bloomington Ford, INC	1-#496 bolts	02/08/2019	22.50
244 - Bloomington Ford, INC	17-#1125 tie rods	02/08/2019	76.72
244 - Bloomington Ford, INC	17 - #920 Battery	02/08/2019	557.15
244 - Bloomington Ford, INC	17 - #689 repairs for check engine light on	02/08/2019	960.14
4335 - Circle Distributing, INC	17-stock filters	02/08/2019	93.84
594 - Curry Auto Center, INC	17-#408 fuel tank	02/08/2019	2,021.23
796 - Interstate Battery System of Bloomington, INC	17-stock batteries	02/08/2019	464.89
796 - Interstate Battery System of Bloomington, INC	17-shop supplies	02/08/2019	12.00
796 - Interstate Battery System of Bloomington, INC	17 - #920 Battery	02/08/2019	144.00
11672 - Jack Doheny Companies, INC	17 - #464 conveyor parts & sweeper repair part plus fuel tank	02/08/2019	6,403.52
11672 - Jack Doheny Companies, INC	17 - #464 conveyor parts	02/08/2019	116.06
11672 - Jack Doheny Companies, INC	17 - #464 conveyor parts	02/08/2019	2,310.68
4439 - JX Enterprises, INC	17-#442 hub assy and seals	02/08/2019	404.14



# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description	Payment Date	Invoice Amount
394 - Kleindorfer Hardware & Variety	17-#464 bolts/nuts	02/08/2019	4.72
54351 - Sternberg, INC	17-#422 oil pan and gaskets	02/08/2019	720.96
54351 - Sternberg, INC	17-#429 mirror assy	02/08/2019	442.50
54351 - Sternberg, INC	17-#428 quick release valve	02/08/2019	9.28
54351 - Sternberg, INC	17-#422 oil pan and gaskets	02/08/2019	70.54
54351 - Sternberg, INC	17-stock filters	02/08/2019	202.16
54351 - Sternberg, INC	17 - wiper motor	02/08/2019	370.32
6216 - Terminal Supply, INC	17-stock lighting	02/08/2019	1,208.00
6216 - Terminal Supply, INC	17-stock lighting	02/08/2019	511.12
950 - Tri-State Bearing Co, INC	17-#498 bearings	02/08/2019	190.66
950 - Tri-State Bearing Co, INC	17-#498 bearings	02/08/2019	117.53
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#446 block heater and cord	02/08/2019	58.93
2096 - West Side Tractor Sales CO.	17 - stock pins	02/08/2019	28.55
2096 - West Side Tractor Sales CO.	17-#570/stock sensor	02/08/2019	132.31
2096 - West Side Tractor Sales CO.	17-stock filters	02/08/2019	527.82
Account <b>52320 - Motor Vehicle Repair</b> Totals		37	\$18,868.98
Account <b>52420 - Other Supplies</b>			
177 - Indiana Oxygen Company, INC	19-Fleet Maint-fuel-Acetylene Large for cutting tools	02/08/2019	10.23
4767 - Johnny Eugene Brown (Snap on Tools)	17 - TPMS4 tool kit	02/08/2019	768.69
313 - Fastenal Company	17 - shop brooms	02/08/2019	174.64
313 - Fastenal Company	17 - auction supplies caution tape	02/08/2019	5.83
313 - Fastenal Company	17 - sledge hammer	02/08/2019	67.48
4887 - Mitchell Repair Information Co, LLC	17 - Shop key software	02/08/2019	3,556.37
53442 - Paragon Micro, INC	17 - external cd drives for laptops	02/08/2019	59.98
Account <b>52420 - Other Supplies</b> Totals		7	\$4,643.22
Account <b>53140 - Exterminator Services</b>			
51538 - Economy Termite & Pest Control, INC	19-Fleet Maint-monthly pest control service-1/14/19	02/08/2019	95.00
51538 - Economy Termite & Pest Control, INC	17 - pest control services	02/08/2019	95.00
Account <b>53140 - Exterminator Services</b> Totals		2	\$190.00
Account <b>53210 - Telephone</b>			
13969 - AT&T Mobility II, LLC	02-PW Divisions-cell phone charges 12/12/18-1/11/19	01/28/2019	45.98



# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description	Payment Date	Invoice Amount
Account <b>53210 - Telephone</b> Totals		1	\$45.98
Account <b>53510 - Electrical Services</b>			
223 - Duke Energy	19-CH/Off site facilities-electric summary billing 1/16/2019	01/28/2019	465.36
Account <b>53510 - Electrical Services</b> Totals		1	\$465.36
Account <b>53610 - Building Repairs</b>			
9078 - Bruce Home Improvements, INC (Bruce's Garage Door)	19-Fleet Maint-garage door with upgraded photo eyes & transmitters	02/08/2019	1,700.00
392 - Koorsen Fire & Security, INC	19-Fleet Maint-service call for malfunctioning panel	02/08/2019	220.20
Account <b>53610 - Building Repairs</b> Totals		2	\$1,920.20
Account <b>53620 - Motor Repairs</b>			
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#T156 windshield replacement & windshield replacement	02/08/2019	20.00
244 - Bloomington Ford, INC	17 - #920 Battery	02/08/2019	847.00
244 - Bloomington Ford, INC	17 - #689 repairs for check engine light on	02/08/2019	1,104.00
244 - Bloomington Ford, INC	17 - #922 repairs to the a/c compressor	02/08/2019	529.80
6625 - Hilton Ventilation & Industrial Company, LLC	17 - #649 Tail gate fabrication	02/08/2019	2,800.00
4693 - Monroe County Tire & Supply, INC	17-#456 tire repair-labor	02/08/2019	95.00
Account <b>53620 - Motor Repairs</b> Totals		6	\$5,395.80
Account <b>53920 - Laundry and Other Sanitation Services</b>			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels	02/08/2019	73.72
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels	02/08/2019	67.48
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels	02/08/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms mats and towels	02/08/2019	15.89
Account <b>53920 - Laundry and Other Sanitation Services</b> Totals		4	\$172.98
Program <b>170000 - Main</b> Totals		66	\$65,168.91
Department <b>17 - Fleet Maintenance</b> Totals		66	\$65,168.91
Fund <b>802 - Fleet Maintenance(\$9500)</b> Totals		66	\$65,168.91
Fund <b>804 - Insurance Voluntary Trust</b>			
Department <b>12 - Human Resources</b>			
Program <b>120000 - Main</b>			
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City</b>			
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/27/2019	01/28/2019	66.37
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/26/2019	01/28/2019	1,034.79
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/25/2019	01/28/2019	155.67
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-01/28/2019	01/29/2019	25.10



# Board of Public Works Claim Register

Invoice Date Range 01/28/19 - 02/08/19

Vendor	Invoice Description	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-FSA unreimbursed medical-1/29/2019	01/29/2019	121.27
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/29/19	01/30/2019	941.68
Account <b>53990.1271 - Other Services and Charges Section 125 - URM- City Totals</b>		6	\$2,344.88
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util</b>			
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/27/2019	01/28/2019	22.79
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/26/2019	01/28/2019	25.00
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-01/28/2019	01/29/2019	7.28
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-1/29/19	01/30/2019	40.00
Account <b>53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</b>		4	\$95.07
Program <b>120000 - Main Totals</b>		10	\$2,439.95
Department <b>12 - Human Resources Totals</b>		10	\$2,439.95
Fund <b>804 - Insurance Voluntary Trust Totals</b>		10	\$2,439.95
Fund <b>978 - City 2016 GO Bond Proceeds</b>			
Department <b>06 - Controller's Office</b>			
Program <b>06016A - 2016 A Signal Modernization</b>			
Account <b>54510 - Other Capital Outlays</b>			
208 - City Of Bloomington Utilities	13-Jordan River Culvert Proj-2nd to 4th-Inv. 1/14/19	02/08/2019	4,030.00
20 - Lochmueller Group, INC	13-17th & Dunn Intersection Improv.-services thru 11/30/18 BC 2017-71	02/08/2019	7,963.49
Account <b>54510 - Other Capital Outlays Totals</b>		2	\$11,993.49
Program <b>06016A - 2016 A Signal Modernization Totals</b>		2	\$11,993.49
Program <b>06016C - 2016 C Jackson Trail</b>			
Account <b>54310 - Improvements Other Than Building</b>			
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH 2_Design-11/1-11/30/18 BC 2019-11	02/08/2019	10,135.00
Account <b>54310 - Improvements Other Than Building Totals</b>		1	\$10,135.00
Program <b>06016C - 2016 C Jackson Trail Totals</b>		1	\$10,135.00
Program <b>06016G - 2016 G Sanitation Carts</b>			
Account <b>54510 - Other Capital Outlays</b>			
5697 - Cascade Engineering, INC	16-lids for yardwaste carts-500	02/08/2019	5,505.00
Account <b>54510 - Other Capital Outlays Totals</b>		1	\$5,505.00
Program <b>06016G - 2016 G Sanitation Carts Totals</b>		1	\$5,505.00
Department <b>06 - Controller's Office Totals</b>		4	\$27,633.49
Fund <b>978 - City 2016 GO Bond Proceeds Totals</b>		4	\$27,633.49
		273	\$998,048.72

# REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	12/31/2018	EFT	804	FLEX	1/2/2019	124.72
2	1/1/2019	EFT	804	FLEX	1/2/2019	528.30
3	1/2/2019	EFT	804	FLEX	1/3/2019	793.40
4	1/4/2019	EFT	804	H.S.A. EE	1/3/2019	17,848.83
5	1/3/2019	EFT	804	FLEX	1/4/2019	1,167.77
8	1/2/2019	EFT	804	FLEX-DDC	1/2/2019	1,688.43
7	1/4/2019	EFT	804	FLEX	1/7/2019	683.67
8	1/5/2019	EFT	804	FLEX	1/7/2019	778.81
9	1/6/2019	EFT	804	FLEX	1/7/2019	141.35
10	1/7/2019	EFT	804	FLEX	1/8/2019	12.07
11	1/8/2019	EFT	804	FLEX-DDC	1/8/2019	598.49
12	1/8/2019	EFT	804	H.S.A. ER	1/8/2019	852.33
13	1/9/2019	EFT	801	IACI	1/10/2019	905,989.64
14	1/8/2019	EFT	804	FLEX	1/9/2019	1,231.26
15	1/9/2019	EFT	804	FLEX	1/10/2019	1,176.43
16	1/10/2019	EFT	804	FLEX	1/10/2019	3,054.50
17	1/3/2019	EFT	801	H.S.A. Employer Contr	1/9/2019	366,247.67
18	1/11/2019	EFT	804	FLEX	1/14/2019	1,329.73
19	1/12/2019	EFT	804	FLEX	1/14/2019	707.74
20	1/13/2019	EFT	804	FLEX	1/14/2019	94.42
21	1/14/2019	EFT	804	FLEX	1/15/2019	259.21
22	1/15/2019	EFT	804	FLEX-DDC	1/15/2019	2,205.00
27	1/15/2019	EFT	804	FLEX	1/16/2019	630.87
28	1/15/2019	EFT	801	GYM/Massage	1/16/2019	21,496.34
29	1/16/2019	EFT	801	CIGNA	1/17/2019	39,712.84
26	1/16/2019	EFT	804	FLEX	1/17/2019	800.70
30	1/17/2019	EFT	804	H.S.A. EE	1/17/2019	17,848.43
25	1/17/2019	EFT	800	Work Comp	1/17/2019	1,164.26
24	1/17/2019	EFT	804	FLEX	1/18/2019	1,288.73
23	1/18/2019	EFT	804	FLEX	1/22/2019	1,226.76
31	1/19/2019	EFT	804	FLEX	1/22/2019	687.90
32	1/20/2019	EFT	804	FLEX	1/22/2019	216.61
33	1/21/2019	EFT	804	FLEX	1/22/2019	36.66
34	1/22/2019	EFT	804	FLEX	1/23/2019	506.78
35	1/22/2019	EFT	804	FLEX	1/23/2019	28.32
36	1/23/2019	EFT	804	FLEX	1/24/2019	253.78
37	1/24/2019	EFT	804	FLEX	1/28/2019	270.14
38	1/25/2019	EFT	804	FLEX	1/28/2019	155.67
39	1/26/2019	EFT	804	FLEX	1/28/2019	1,059.79
40	1/27/2018	EFT	804	FLEX	1/28/2018	89.16
41	1/28/2019	EFT	800	Work Comp	1/29/2019	12,091.51
42	1/28/2019	EFT	800	Work Comp	1/29/2019	4,093.34
43	1/28/2019	EFT	804	FLEX	1/29/2019	32.38
44	1/29/2019	EFT	804	FLEX	1/30/2019	121.27
45	1/29/2019	EFT	804	FLEX	1/31/2019	981.68
46	1/30/2019	EFT	804	FLEX	1/31/2019	500.86
47	1/31/2019	EFT	801	H.S.A. EE	1/31/2019	17,848.83
48		EFT	804	FLEX		
49		EFT	801	CIGNA		
50		EFT	804	FLEX		
51		EFT	804	FLEX		
52		EFT	804	FLEX		

**1,430,675.38**

## ALLOWANCE OF CLAIMS

**\$ 1,430,675.38**

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 Claim Register

Invoice Date Range 01/18/19 - 01/18/19

Sales Tax For December 2018

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department <b>06 - Controller's Office</b>										
Program <b>060000 - Main</b>										
Account <b>43510 - Bicentennial SWAG Taxable (Retail)</b>										
204 - State Of Indiana	Dec 2018 Tax	18-Dec 2018 Sales Tax/Swaq Tax/PW Tax	Paid by EFT # 27233		01/18/2019	01/18/2019	01/18/2019		01/18/2019	43.52
Account <b>43510 - Bicentennial SWAG Taxable (Retail) Totals</b>								Invoice Transactions 1		\$43.52
Program <b>060000 - Main Totals</b>								Invoice Transactions 1		\$43.52
Department <b>06 - Controller's Office Totals</b>								Invoice Transactions 1		\$43.52
Department <b>19 - Facilities Maintenance</b>										
Program <b>190000 - Main</b>										
Account <b>43220 - Facility Rentals</b>										
204 - State Of Indiana	Dec 2018 Tax	18-Dec 2018 Sales Tax/Swaq Tax/PW Tax	Paid by EFT # 27233		01/18/2019	01/18/2019	01/18/2019		01/18/2019	33.68
Account <b>43220 - Facility Rentals Totals</b>								Invoice Transactions 1		\$33.68
Program <b>190000 - Main Totals</b>								Invoice Transactions 1		\$33.68
Department <b>19 - Facilities Maintenance Totals</b>								Invoice Transactions 1		\$33.68
Fund <b>101 - General Fund (S0101) Totals</b>								Invoice Transactions 2		\$77.20



# Board of Public Works Claim Register

Invoice Date Range 01/23/19 - 01/24/19

Utilities

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
<b>Fund 101 - General Fund (S0101)</b>										
Department 28 - ITS										
Program 280000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	ITSX01192019	28-cell phone charges 12/12/18-1/11/19	Paid by Check # 69058		01/23/2019	01/23/2019	01/23/2019		01/23/2019	733.07
Account 53210 - Telephone Totals								Invoice Transactions 1		\$733.07
Program 280000 - Main Totals								Invoice Transactions 1		\$733.07
Department 28 - ITS Totals								Invoice Transactions 1		\$733.07
Fund 101 - General Fund (S0101) Totals								Invoice Transactions 1		\$733.07
<b>Fund 401 - Non-Reverting Telecom (S1146)</b>										
Department 25 - Telecommunications										
Program 256000 - Services										
Account 53150 - Communications Contract										
4170 - Comcast Cable Communications, INC	11907822000131 9	25-Golf Course Internet	Paid by Check # 69064		01/23/2019	01/23/2019	01/23/2019		01/23/2019	106.85
4170 - Comcast Cable Communications, INC	401NMRTN- 022819	28-401 N Morton- business services 2/1-	Paid by Check # 69065		01/23/2019	01/23/2019	01/23/2019		01/23/2019	149.85
Account 53150 - Communications Contract Totals								Invoice Transactions 2		\$256.70
Program 256000 - Services Totals								Invoice Transactions 2		\$256.70
Department 25 - Telecommunications Totals								Invoice Transactions 2		\$256.70
Fund 401 - Non-Reverting Telecom (S1146) Totals								Invoice Transactions 2		\$256.70
<b>Fund 450 - Local Road and Street(S0706)</b>										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	STRLGHT-010819	02-Street Light summary electric bill-bill date	Paid by Check # 69067		01/23/2019	01/23/2019	01/23/2019		01/23/2019	35,331.34
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 1		\$35,331.34
Program 200000 - Main Totals								Invoice Transactions 1		\$35,331.34
Department 20 - Street Totals								Invoice Transactions 1		\$35,331.34
Fund 450 - Local Road and Street(S0706) Totals								Invoice Transactions 1		\$35,331.34
Grand Totals								Invoice Transactions 8		\$36,321.11

## REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
	Bank Fees				
2/8/2019	Claims				998,048.72
1/24/2019	Special Utility Claims				36,321.11
	Month Of January HSA/WorkComp/MT & Gym/CIGNA				1,430,675.38
1/18/2019	Sales Tax For October 2018				77.20
					<u>2,465,122.41</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 \$ 2,465,122.41

Dated this 5 day of February year of 2019.

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

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

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

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

Fiscal Office \_\_\_\_\_