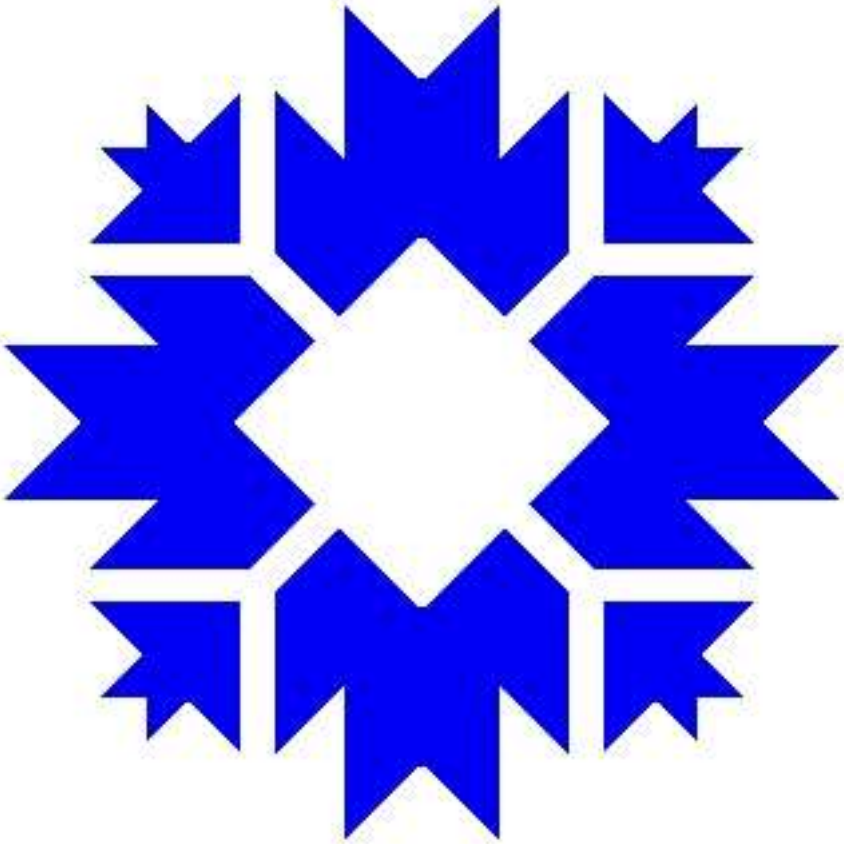
Board of Public Works Meeting

June 13, 2017



AGENDA
BOARD OF PUBLIC WORKS

A Regular Meeting of the Board of Public Work to be held Tuesday, June 13, 2017 at 5:30 p.m., in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. OPEN SEALED BIDS

1. **Open Sealed Bids for the Allen Street/Walnut Street & 4th Street/Rogers Street Intersection Improvements Project**

IV. CONSENT AGENDA

1. **Approval of Minutes-May 30, 2017**
2. **Request for Noise Permit for Orlando Pulse Remembrance and Community Picnic (Sunday, 6/25)**
3. **Resolution 2017-50: To Dispose of Surplus Personal Property Owned by the City of Bloomington**
4. **Approval of Payroll Register**

V. NEW BUSINESS

1. **Plat Approval Phase 1 Section 2 for Summit Woods Subdivision**
2. **Approve Memorandum of Understanding with Park South Development Team for Use of Public Right-of-Way for Construction at Hillside and Henderson**
3. **Approve Memorandum of Understanding with Weddle Brothers for Use of Public Right-of-Way for Construction**
4. **Right-of-Way Dedication at 810 N. Woodlawn Ave.**
5. **Approve Change Order #7 for 17th and Arlington Project**
6. **Approve Change Order #8 for 17th and Arlington Project**
7. **Approve Addendum to Agreement with Kirkwood Design Studio for Animal Care and Control Additions and Renovations Project**
8. **Approve Purchase and Installation of Electric Vehicle Charging Stations at Walnut St. and Morton St. Garages**

VI. STAFF REPORTS & OTHER BUSINESS

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

REGULAR MEETING OF THE BOARD OF PUBLIC WORKS

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

ROLL CALL

Present: Kyla Cox Deckard
Kelly Boatman
Dana Palazzo

City Staff: Chris Wheeler – City Legal
Benjamin Burns – Bloomington Police Department
Adam Wason – Public Works
Matt Smethurst – Planning and Transportation
Jackie Moore – City Legal
Christina Smith – Public Works
Valerie Hosea – Public Works

MESSAGES FROM BOARD MEMBERS

Boatman reminded residents to complete and submit their cart selection surveys by June 18th.

PETITIONS & REMONSTRANCES

None

HEARINGS ON NOISE APPEAL

Appeal of Noise Citation #38401 at 1407 N. Dunn St., Unit #1

Chris Wheeler, with City Legal, presented the Appeal of Noise Citation #38401 at 1407 N. Dunn St., Unit #1. See meeting packet for further details.

Palazzo made a motion to deny the appeal and uphold Noise Citation #38401 at 1407 N. Dunn St., Unit #1, with a fine in the amount of $50. Boatman seconded. The motion passed. Appeal denied. Citation #38401 upheld.

HEARINGS ON TITLE VI APPEAL

Appeal of Title VI Citation

Wheeler, presented the Appeal of Title VI Citation #37862 at

525 N. Park Ave. See meeting packet for details. Boatman asked when a property would go to the abatement process.

#37862 at 525 N. Park Ave.

Wheeler explained the City may choose to go to abatement after the third fine or may continue to issue $150 fines.

Boatman made a motion to deny the appeal and uphold Title VI Citation #37862 at 525 N. Park Ave. in the amount of $150. Palazzo seconded. The motion passed. Appeal denied. Citation #37862 upheld.

CONSENT AGENDA

1. Approval of Minutes-May 16, 2017
2. Resolution 2017-46: Allow Pushcart Vendor to Renew License to Operate in the Public Right-of-Way (Uel Zing)
3. Resolution 2017-47: Allow Mobile Vendor to Operate in the Public Right-of-Way (JD's Taste of Chicago)
4. Resolution 2017-48: Use of Public Right-of-Way for Bloomington Blues and Boogie Woogie Piano Festival (Sunday, 8/13)
5. Resolution 2017-49: Use of Public Right-of-Way for Student Involvement Fair (Monday, 8/28)
6. Approval of Payroll Register for 5-26-17 in the amount of $389,548.96.

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

NEW BUSINESS

Request for Noise Permit for Shack-Ups Kickstarter Bash (Friday, 6/9)

Adam Wason, with Public Works, presented the Request for Noise Permit for Shack-Ups Kickstarter Bash (Friday, 6/9). See meeting packet for further details.

Josh Bennett, with Oddball Fermentables, said there will be live performances.

Drew Schrader, with Oddball Fermentables, explained the surrounding neighbors were supportive. He notified all neighbors, including those on the other side of the alley facing Washington St.

Boatman made a motion to approve the Request for Noise Permit for Shack-Ups Kickstarter Bash (Friday, 6/9). Palazzo seconded. The motion passed. Noise permit approved.

Award 17th St. Sidewalk Project (MCCSC to Maple) Construction Contract to Crider & Crider

Matt Smethurst, with Planning and Transportation, presented the request to Award the 17th St. Sidewalk Project (MCCSC to Maple) Construction Contract to Crider & Crider. See meeting packet for further details.

Cox Deckard asked if staff expected to receive that estimated price.

Smethurst explained it was about $30,000 more than staff expected. However, Community Development Block Grants will cover the difference.

Palazzo made a motion to Award the 17th St. Sidewalk Project (MCCSC to Maple) Construction Contract to Crider & Crider. Boatman seconded. The motion passed. Contract approved.

Change Order #1 for the Morningside Dr. Sidewalk Project

Smethurst presented Change Order #1 for the Morningside Dr. Sidewalk Project. See meeting packet for further details.

Boatman asked about the status of the project.

Smethurst explained the project should be complete within a few weeks.

Boatman made a motion to approve Change Order #1 for the Morningside Dr. Sidewalk Project. Palazzo seconded. The motion passed. Change order approved.

Change Order #3 for W. 17th St. Sidewalk Project (Maple to Madison)

Smethurst presented Change Order #3 for W. 17th St. Sidewalk Project (Maple to Madison). See meeting packet for further details.

Smethurst explained this should be the final change order for this project.

Palazzo made a motion to approve Change Order #3 for the W. 17th St. Sidewalk Project (Maple to Madison). Boatman seconded. The motion passed. Change order approved.

STAFF REPORTS & OTHER BUSINESS

Wason provided the following announcements:

- Outdoor Seating Permit 2017-007: Cup and Kettle, 208 N. Walnut St. Suite 100.
- More education outreach brochures for the Sanitation Modernization Project will be distributed to the public over the summer.
- Bloomington.in.gov/street now has an interactive map for street paving projects,
- The Board may see a change order for the Animal Shelter Renovations Project, due to the discovery of rock while digging the footers.
- June is Adopt-a-Cat Month. Cats that are five years of age and older, will be free to adopt at the Animal Shelter.

APPROVAL OF CLAIMS

Wason addressed the Caterpillar AP 500F paver equipment purchase for Street Department. He explained once the paving season calms down, staff can focus more on routine repairs. After estimating the repair costs, it made more sense to replace it instead of repairing it.

Palazzo moved to approve the Claims Register for 5/15/17-6/2/17 in the amount of $1,195,930.82. Boatman seconded the motion. The motion passed. Claims approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 5:57 p.m.

Accepted by:

_____

Kyla Cox Deckard, President

_____

Kelly Boatman, Vice-president

_____

Dana Palazzo, Secretary

Date: Attest to:

Board of Public Works
Staff Report

Project/Event: Community Picnic and Orlando Pulse Remembrance **Petitioner/Representative:** Bloomington Pride

Staff Representative: Christina Smith

Date: June 13, 2017

Bloomington Pride is hosting a community picnic to remember and honor the victims of the Pulse Nightclub Massacre at the Woodlawn Shelter in Bryan Park on June 25th from 1:00 pm to 3:00 pm. This event is also a fundraiser that benefits the onePulse Foundation.

The event coordinator, Kyle Hayes, has received permission from Parks and Recreation to utilize the Woodlawn Shelter and public address system will be used to amplify sound for guest speakers.

Staff recommends approval of the noise permit.

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

CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

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

Event and Noise Information

Name of Event: Orlando Pulse Remembrance + Community Picnic

Location of Event: Bryan Park - Woodlawn Shelter

Date of Event: June 25, 2017

Time of Event: Start: 1:00 pm End: 3:00 pm

Calendar Day of Week: Sunday

Description of Event: Bloomington PRIDE will be hosting a community gatherering + picnic to remember + honor the victims of the Pulse Nightclub massacre of June 2016. There will be a few speakers, a moment of silence and food and social time for people to be together.

Source of Noise: ☐ Live Band ☐ Instrument ☒ Loudspeaker

Will Noise be Amplified? ☒ Yes ☐ No

Is this a Charity Event? ☒ Yes ☐ No If Yes, to Benefit: one PULSE Foundation

Applicant Information

Name: Kyle Hayes

Organization: Bloomington PRIDE

Title: Vice Chair

Physical Address: 772 S. Basswood Dr. Apt. H Bloomington, IN. 47403

Email Address: Kyle.hayes@bloomingtonpride.org

Phone Number: (812) 251-6470

Signature: Kyle Hayes

Date: 05/30/17

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Kelly Boatman, Vice-President

Date

Dana Palazzo, Secretary

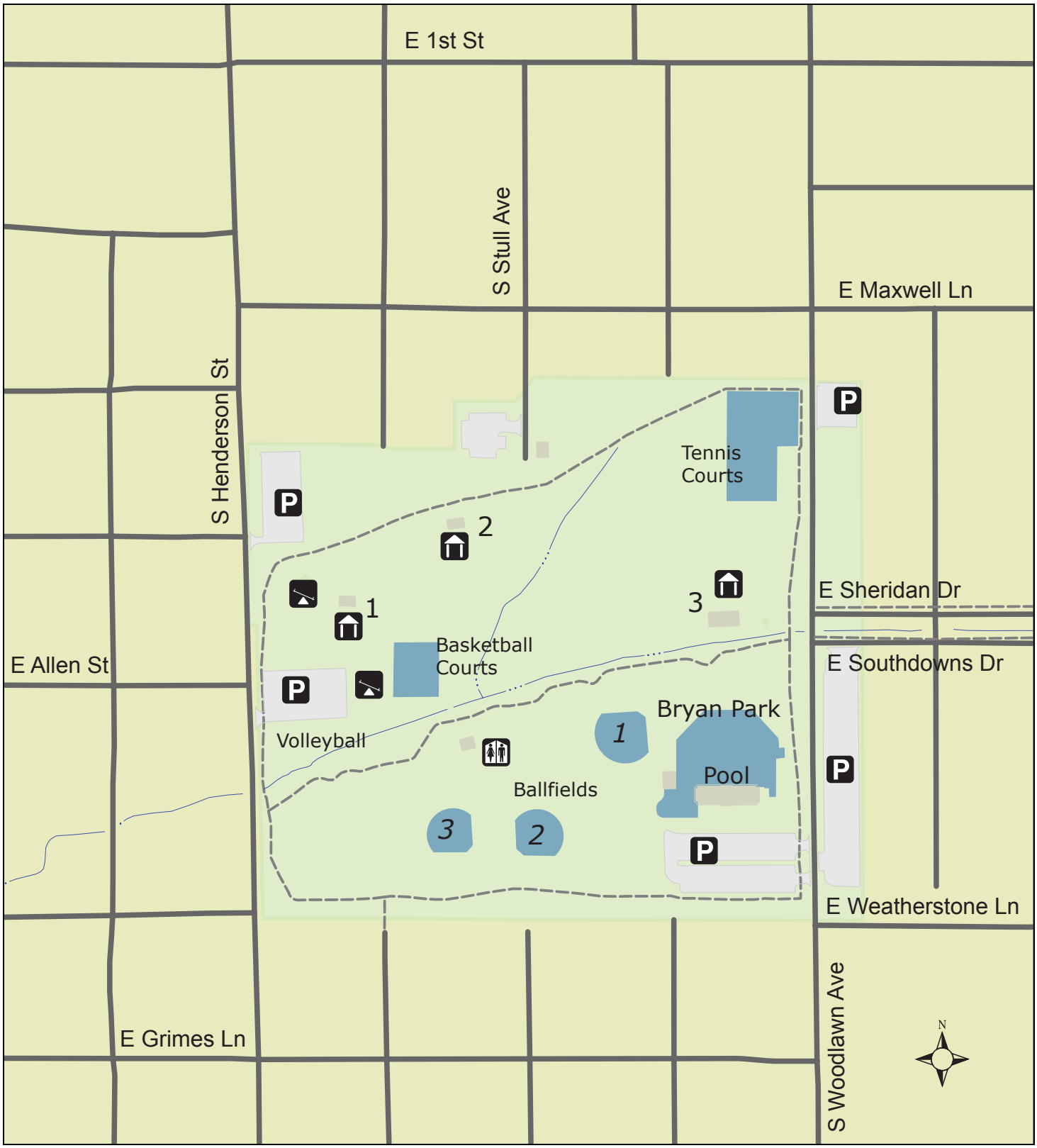
CITY OF BLOOMINGTON
parks and recreation

Bryan Park

1001 S Henderson Street

Legend
- Restrooms
- Parking
- Shelter
- Playground
- Trail

Shelters
1 - Henderson
2 - North
3 - Woodlawn



http://www.bloomington.in.gov/parks

812.349.3700 Monday - Friday 8 AM - 5 PM

04-21-2015

Board of Public Works
Staff Report

Project/Event:	ITS Surplus Equipment
Petitioner/Representative:	Rick Dietz, Director, Information & Technology Services
Staff Representative:	Rick Dietz
Date:	06/13/2017

Report:

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

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

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

Recommendation and Supporting Justification:

Recommend ☒ **Approval** ☐ **Denial by: Rick Dietz** Rick

by: Jeffrey Underwood, Controller

BOARD OF PUBLIC WORKS
RESOLUTION 2017-50

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

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

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

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

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

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

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

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

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

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

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

1. The equipment contained in Exhibits A and B is hereby declared to be surplus personal property.

2. The value of the equipment contained in Exhibits A and B is assessed to be less than five thousand dollars ($5,000).

3. The costs of transporting this equipment and conducting a private sale exceeds the value of the equipment.

4. The equipment contained in Exhibits A and B is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished or junked.

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

BOARD OF PUBLIC WORKS

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice President

_____
Dana Palazzo, Secretary

Attest: _____
Rick Dietz, Director
Information & Technology Services

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 6.6.17

CITY OF BLOOMINGTON
Controller
Reviewed by: Jeff Underwood
DATE: 6/7/17
FUND/ACCT: N/A

Exhibit A-1

IT Department

Recycle 2 - 2017

Lot ID: 9 Date: 02/01/2017 Recycle

Recycle Items List

Asset ID	Asset No.	Serial No.	Name	Category	Division	Installed Date	Date	Description	Weight	Recycle Location
2946	1100174		Cyberpower	UPS			05/10/2017	UPS		Recycle 2 - 2017
2939	N/A	CN-0r126k-48220-0ai-023i	Speakers	Other			05/10/2017	Speakers		Recycle 2 - 2017
2940	N/A	CN-0r126k-48220-2ar-02y5	Speakers	Other			05/10/2017	Speakers		Recycle 2 - 2017
2941	N/A	9D01326X	Calculator	Other			05/10/2017			Recycle 2 - 2017
2942	N/A	265986-003	Mouse	Mouse			05/10/2017	Mouse		Recycle 2 - 2017
2943	N/A	417966-001	Mouse	Mouse			05/10/2017	Mouse		Recycle 2 - 2017
2944	N/A	X821908-002	Mouse	Mouse			05/10/2017	Mouse		Recycle 2 - 2017
2945	090374		Cyberpower	UPS			05/10/2017	UPS		Recycle 2 - 2017
2931	N/A	HA17H9NL722323Z	Monitor	LCD 1			05/09/2017			Recycle 2 - 2017
2932	N/A	83281440215	Speco	Other			05/09/2017	Digital Video Recorder		Recycle 2 - 2017
2933	N/A	PC101016552	Toshiba	Other			05/09/2017	DVD Player		Recycle 2 - 2017
2934	N/A	BC2AB0FVBWYCC2	HP Keyboard	Keyboard			05/09/2017	Keyboard		Recycle 2 - 2017
2935	N/A	867771-0403	Logitech	Keyboard			05/09/2017	Keyboard		Recycle 2 - 2017
2936	N/A	CN-02H659-73571-6C6-0475	Dell Keyboard	Keyboard			05/09/2017	Keyboard		Recycle 2 - 2017
2937	N/A	N/A	Keyboard	Keyboard			05/09/2017	Rollup keyboard		Recycle 2 - 2017
2938	N/A	U61639C4J4J499827	Brother	Other			05/09/2017	Fax Machine		Recycle 2 - 2017
2905	030164		UPS	UPS			05/04/2017			Recycle 2 - 2017
2902	100124		STR140281	UPS	Street	01/01/2010	05/03/2017	UPS		Recycle 2 - 2017
2901	080044	MR10U-711-00630	USB Card Reader		Cascades		05/03/2017	USB Card Reader		Recycle 2 - 2017
2900	080045	MR10U-711-00631	USB Card Reader	Scanner	Cascades		05/03/2017	USB Card Reader		Recycle 2 - 2017
2896	030523		UPS			04/21/0003	04/21/2017	UPS		Recycle 2 - 2017
2894	100035		HND140346	UPS	HAND	01/01/2010	04/21/2017	UPS		Recycle 2 - 2017
2891	040431		HND140121	UPS	HAND	01/01/2004	04/21/2017	UPS		Recycle 2 - 2017
2888	100048	AEA9W2002554	UPS	UPS			04/18/2017	UPS		Recycle 2 - 2017
2881		JB0227023428	UPS				04/05/2017			Recycle 2 - 2017
2879	110232		UPS	UPS			04/04/2017	UPS		Recycle 2 - 2017
2875	100034		HND1525010J	UPS	HAND	01/01/2010	04/03/2017	UPS		Recycle 2 - 2017
2861		JB04021457	UPS	UPS			03/28/2017			Recycle 2 - 2017
2862		JB0343001263	UPS	UPS			03/28/2017			Recycle 2 - 2017
2863	040215	JB0345004631	UPS	UPS			03/28/2017			Recycle 2 - 2017
2858	090017	83485MA1469	Scanner	Desktop Scanner	Utility		03/23/2017	OnBase scanner		Recycle 2 - 2017
2856		B9LMQT001895	LCD			03/21/0011	03/21/2017	SKADA Main Bldg Right		Recycle 2 - 2017
2849	130048	C2LMQT000380	Monitor	Monitor			03/16/2017	22" Monitor		Recycle 2 - 2017
2848	070484	QTS074201858	Monitor				03/16/2017	22" Monitor		Recycle 2 - 2017
2825	020287		LGL1525008B	UPS	Legal	01/01/2002	02/27/2017	UPS		Recycle 2 - 2017
6681			Frank's Printer B&W (HP LaserJet 2430 PCL 5)	Printer		11/15/2016	02/17/2017	Frank's Printer B&W (HP LaserJet 2430 PCL 5)		Recycle 2 - 2017

2785	070038		ueg1550117B	UPS	Engineering		02/14/2017	UPS		Recycle 2 - 2017
2779	70333	CN-0Y9833-71618-741-AKT9	BLU140189	Monitor	Blucher Poole	01/01/2007	02/08/2017	Dell Monitor		Recycle 2 - 2017

Exhibit A-2

IT Department

Recycle 3- 2017

Lot ID: 11 Date: 05/11/2017 Recycle

Recycle Items List

Asset ID	Asset No.	Serial No.	Name	Category	Division	Installed Date	Date	Description	Weight	Recycle Location
3421		132700959058	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3437	N/A	990000479823835	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3438	N/A	649496 019587	Verizon MiFi				06/02/2017	MiFi		Recycle 3-2017
3439	N/A	649496 019587	Verizon MiFi				06/02/2017	MiFi		Recycle 3-2017
3440	N/A	649496 019587	Verizon MiFi				06/02/2017	MiFi		Recycle 3-2017
3441	N/A	649496 019587	Verizon MiFi				06/02/2017	MiFi		Recycle 3-2017
3442	N/A	649496 019587	Verizon MiFi				06/02/2017	MiFi		Recycle 3-2017
3443		013804000078816	At&t MiFi				06/02/2017	MiFi		Recycle 3-2017
3444	N/A	013804000248906	At&t MiFi				06/02/2017	MiFi		Recycle 3-2017
3445	N/A	N/A	10 Verizon Aircards				06/02/2017	AirCard		Recycle 3-2017
3446	N/A	990006350382700	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3447	130209	VH1A1249050325	Voice Recorder				06/02/2017	Voice Recorder		Recycle 3-2017
3436	N/A	132800965196	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3434	N/A	105100439949	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3433	N/A	132600955659	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3422	N/A	990006350923867	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3423	N/A	990000924585088	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3424	N/A	104600109697	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3425	N/A	990000924584446	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3426	N/A	990000924585237	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3427	N/A	990000924576814	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3428	N/A	990000924585229	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3429	N/A	990000924584891	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3430	N/A	990000924585104	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3431	N/A	990000924583190	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3432	N/A	990000924585112	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3448	130207	VH1A1249049978	Voice Recorder				06/02/2017	Voice Recorder		Recycle 3-2017
3449	130185	VH1A1249055485	Voice Recorder				06/02/2017	Voice Recorder		Recycle 3-2017
3465	N/A	U62863D4Z127941	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3466	N/A	U62863D4Z128181	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3467	N/A	U62863L2Z968510	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3468	140256	2600010820	Eseek scanner				06/02/2017	Eseek scanner		Recycle 3-2017
3470	N/A	N/A	2 Raid controller cards				06/02/2017	PCIe Cards		Recycle 3-2017
3471	N/A	cn079w2r550812ap42vwa04	DVD/CD Drive				06/02/2017	Laptop drive		Recycle 3-2017
3472	N/A	CN0R125K4822095C06C3	Speakers				06/02/2017	Speakers		Recycle 3-2017
3474	N/A	CN042DJY7780145601OB	Speakers				06/02/2017	Speakers		Recycle 3-2017
3475	N/A	9170512006211	Mouse	Mouse			06/02/2017	Mouse		Recycle 3-2017
3476	N/A	9170500948093	Mouse	Mouse			06/02/2017	Mouse		Recycle 3-2017

3477	N/A	917050094824 5	Mouse	Mouse			06/02/2017	Mouse		Recycle 3-2017
3464	N/A	U62863D4Z12 7942	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3462	N/A	U62863L2Z96 8413	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3461	N/A	U62863A1G59 4587	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3450	130213	VH1A1249056 182	Voice Recorder				06/02/2017	Voice Recorder		Recycle 3-2017
3451	130236	VH1A1249055 415	Voice Recorder				06/02/2017	Voice Recorder		Recycle 3-2017
3452	N/A	N/A	External Mic				06/02/2017	External Mic		Recycle 3-2017
3453	N/A	N/A	2 USB Hubs				06/02/2017	USB Hub		Recycle 3-2017
3454	N/A	N/A	5 Laptop batteries				06/02/2017	Laptop batteries		Recycle 3-2017
3455	N/A	BW61344AX1 1225	Lithium ION Battery				06/02/2017	Battery		Recycle 3-2017
3456	N/A	BW61344AX2 6005	Lithium ION Battery				06/02/2017	Battery		Recycle 3-2017
3457	N/A	07275A280F	Hand Scanner				06/02/2017			Recycle 3-2017
3458	N/A	011005171	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3459	N/A	u62280m9t111 776	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3460	N/A	U62863L2Z96 8407	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3478	N/A	917051200618 0	Mouse	Mouse			06/02/2017	Mouse		Recycle 3-2017
3420	N/A	990000474419 522	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3435	N/A	132600955494	Verizon Aircard				06/02/2017	AirCard		Recycle 3-2017
3463	1525668B	U62863K5Z50 8292	MDT Printer				06/02/2017	MDT Printer		Recycle 3-2017
3203		713050203614 9	Keyboard				06/01/2017	keyboard		Recycle 3-2017
3205		K1205000082	Keyboard				06/01/2017	keyboard		Recycle 3-2017
3196	090175	CN925A0139 W6	Scanner	Desktop Scanner			06/01/2017	Scanner		Recycle 3-2017
3198	100377	A7LMTF13546 4	Monitor	LCD 1			06/01/2017	Monitor		Recycle 3-2017
3199	100343	A6LMTF02285 3	Monitor				06/01/2017			Recycle 3-2017
3200		cn-0dj454-71581-3at-06nu-a01	Keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3204		768760612137 4	Keyboard				06/01/2017	keyboard		Recycle 3-2017
3201	N/A	CN0DJ454715 813B408B5A0 1	Keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3194		MY53G3R0Q M	Printer				06/01/2017	printer		Recycle 3-2017
3197	N/A	U52356L1E14 6469	Typewriter	Other			06/01/2017	Typewriter		Recycle 3-2017
3193		CN-05PO2F-71581-19E-05MS-A01	keyboard				06/01/2017	keyboard		Recycle 3-2017
3202	N/A	CN0DJ454715 8146N0HPFA0 1	Keyboard				06/01/2017	keyboard		Recycle 3-2017
3183	040218		Monitor	Monitor			06/01/2017	CRT Monitor		Recycle 3-2017
3184	060183		Printer	NetworkPrinter			06/01/2017	Printer		Recycle 3-2017
3185	060214		Printer	NetworkPrinter			06/01/2017	Printer		Recycle 3-2017
3186	040214		Monitor	Monitor			06/01/2017	CRT Monitor		Recycle 3-2017
3188		CN-0DJ454-71581	keyboard	Keyboard			06/01/2017	KEYBOARD		Recycle 3-2017
3190		CN-04G481-71616-45N-0M6A-A00	keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3191		BH33203441	keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3192		CN-07VHY1-75131-567-07WN-A01	keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3206	110136	CPZAO200246 5	UPS				06/01/2017	UPS		Recycle 3-2017
3207	110129	CPZAO200238 7	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3220	110155	CPZAO200232 7	UPS	UPS			06/01/2017	UPS		Recycle 3-2017

3221	100461	CPZ0W2007832	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3222	110127	CPZAO2002401	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3223	040257	BB0417005113	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3224	130000	CQYBU2000460	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3225	100430	CPZ0V2000801	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3226	N/A	CN0DJ454715813AL05EDA01	Keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3227	N/A	CN0DJ454715813AL05H5A01	Keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3228	N/A	CN01HF2Y7161622A06C9A00	Keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3229	N/A	CN07KKPH7513141I0051A01	Keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3218	110142	CPZAO2002405	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3208	110138	CPZAO2002416	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3209	080313	H2108402588W0	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3210	100141	CPZ9Y2006214	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3211	110272	CPZAV2005398	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3212	N/A	CN04G48171616454OPBSA00	Keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3213		59197-OEM-2735425-00246	Keyboard	Keyboard			06/01/2017	keyboard		Recycle 3-2017
3214	110277	CPZAT2004966	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3215	100463	CPZ0W2007847	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3219	N/A	CPZAO2002379	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
3216	140209	CQYDS2000943	UPS	UPS			06/01/2017	UPS		Recycle 3-2017
157	090325	49Y5TK1	utl090325	Desktop	Utility	05/21/2009	05/25/2017	AT/AT COMPATIBLE		Recycle 3-2017
3113	070084	CN-0WH318-72872-710-235S	UAD070084	Monitor	Administration		05/25/2017	17" Monitor		Recycle 3-2017
3112	040120	031604INBROWSH	UEG040120	Desktop	Engineering		05/25/2017	PC		Recycle 3-2017
3114	040119	12835669	UEG040119	Unknown	Engineering		05/25/2017	VCR		Recycle 3-2017
113	040118	A1D033500369	Plug and Play Monitor	Monitor		08/25/2003	05/25/2017			Recycle 3-2017
3107	120084	CPZAX2002795	UAC120084	UPS	Accounting	05/23/2012	05/24/2017	UPS		Recycle 3-2017
3106	120102	CQYBO22001066	UAD120102	UPS	Administration	05/24/2012	05/24/2017	UPS		Recycle 3-2017
619	100470	AALMTF051147	Generic PnP Monitor	Monitor	Training	10/18/2010	05/22/2017			Recycle 3-2017
2911	100076		ITS100076	UPS	IT		05/19/2017	UPS		Recycle 3-2017
2954	100050		ITS100050	UPS	IT	05/19/2010	05/19/2017	UPS		Recycle 3-2017

Exhibit B

IT Department

June 5, 2017

DEPARTMENT	MAKE/MODEL	SERIAL NUMBER
TLRC	Toshiba 2330C	CIB919160
HAND	Ricoh 6001	V6905300728
Legal	Ricoh 3351	V8305100821
BPD	Ricoh 6001	V6905800405
Plan/Tran	Ricoh 6001	V6905300352
Blucher	Ricoh 3025	K856510194

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/9/2017	Payroll				400,509.66
					400,509.66

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of **1** claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of **$ 400,509.66**

Dated this 13th day of June year of 2017.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____

Board of Public Works
Staff Report

Project/Event: Plat approval: Summit Woods Phase 1, Section 2 Final Plat

Staff Representative: Rick Alexander

Petitioner/Representative: Joe Kemp Construction, LLC/ Joe Kemp

Date: May 30th, 2017

Report: The petitioner is requesting final plat approval for the second phase of the Summit Woods development. This is located west of Summit Elementary next to South Adams and north of Countryside Drive. The plat has two segments. One has eight lots (1-3 and 13-17) and includes building portions of West Victoria Lane and West Ezekiel Drive. The other segment has four lots, 21 thru 24, and builds the portion of South Samuel Lane east of the lots and a piece of the public alley that would be west of the four lots. The alley segment dedicates right of way 20' in width while the three street dedications are 50' wide.

Recommendation and Supporting Justification: Both the Plat Committee and the Plan Commission have given their approval to this development. A bond amount for the remaining required public improvements has been established at $91,083 (estimate included in packet). Those include sidewalks, street trees, signage, ramps and the topcoats of asphalt. Per the Unified Development Ordinance, the improvements must be completed within 2 years of this approval.

Recommend ☒ **Approval** ☐ **Denial by** Rick Alexander

Summit Woods Phase 1 Section 2

Job No. 5121

Public Improvements Bond Estimate

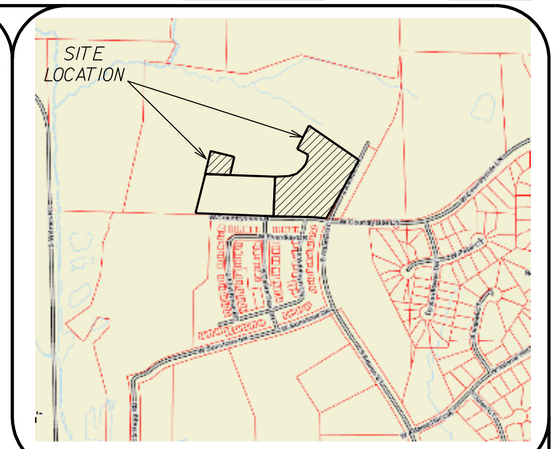
SMITH BREHOB & ASSOCIATES, INC

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	HMA Surface (Roadway)	95.00	TONS	$85.00	$8,075
2	HMA Base (Roadway)	285.00	TONS	$80.00	$22,800
3	Compacted Aggregate Base #53 (Roadway)	602.00	TONS	$12.00	$7,224
4	HMA Surface (Sidepath)	16.50	TONS	$95.00	$1,568
5	HMA Base (Sidepath)	26.50	TONS	$90.00	$2,385
6	Compacted Aggregate Base #53 (Sidepath)	72.00	TONS	$14.00	$1,008
7	Concrete Sidewalk	579.40	SYD	$30.00	$17,382
8	Accessible Ramps	9.00	EACH	$500.00	$4,500
9	Street Trees	31.00	EACH	$175.00	$5,425
10	Street Signs	1.00	LSUM	$2,500.00	$2,500
				Total Estimate	$72,867
				25% Bonding Total	$18,217
				Total Bond	$91,083

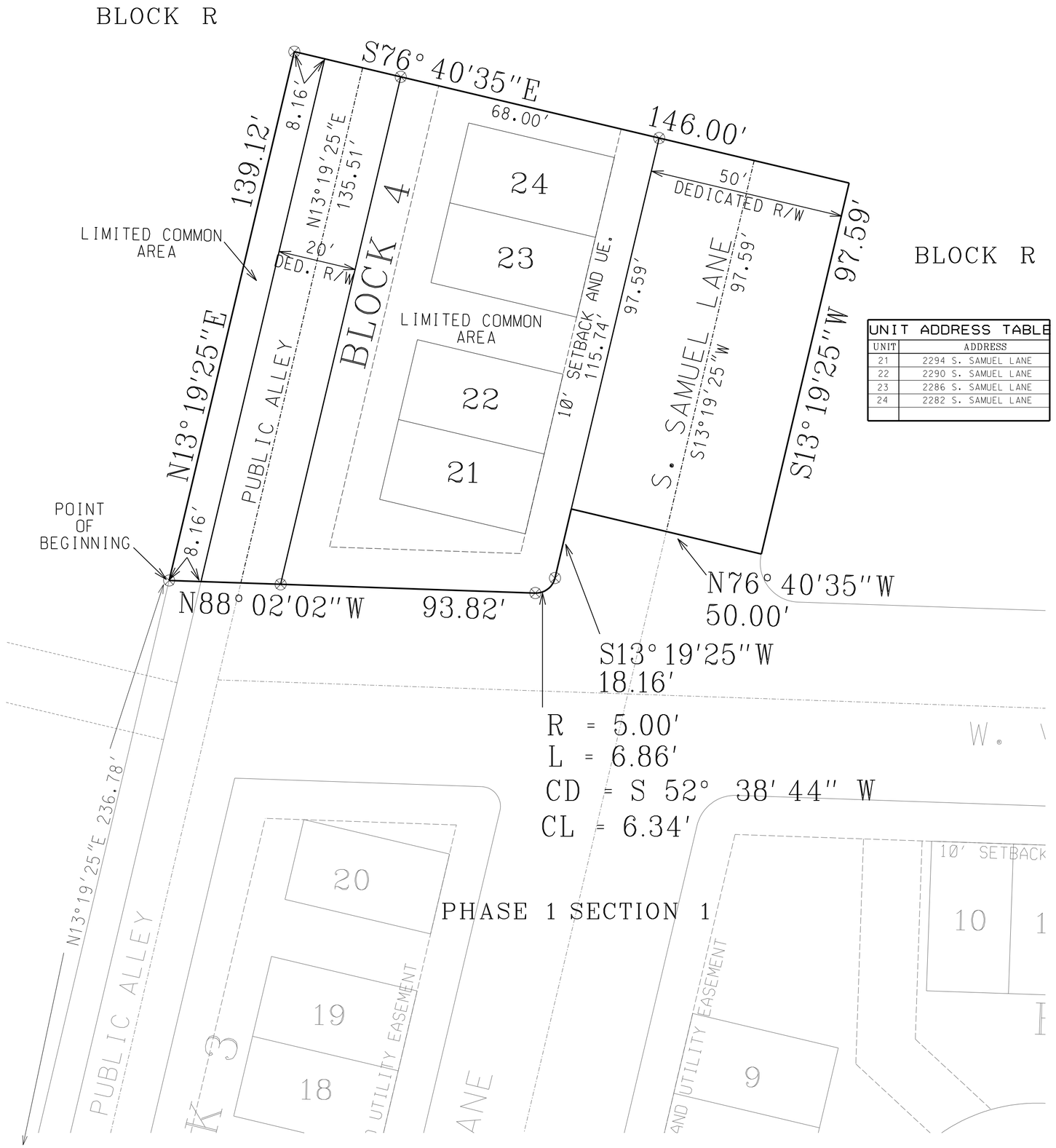
INSTRUMENT NO. _____ PLAT CABINET _____ ENVELOPE _____

GENERAL NOTES

1. Original boundary survey completed by Phil O. Tapp entitled "Sudbury Parcel O".
2. All corners to be marked with 5/8 " x 2' rebars with yellow SBA cap.



LOCATION MAP
No Scale



UNIT ADDRESS TABLE	
UNIT	ADDRESS
21	2294 S. SAMUEL LANE
22	2290 S. SAMUEL LANE
23	2286 S. SAMUEL LANE
24	2282 S. SAMUEL LANE

EASEMENT LEGEND

Drainage Easement (DE.)

(A) Shall be required for any surface swales or other minor improvements that are intended for maintenance by the lots on which they are located.

(B) Shall prohibit any alteration within the easement that would hinder or redirect flow.

(C) Shall provide that the owner of the lot on which the easement is placed shall be responsible for maintenance of the drainge features within such easement.

(D) Shall be enforceable by the City Utilities Department and by owners of properties that are adversely affected by conditions within the easment.

(E) Shall allow the City Utilities Department to enter upon the easement for the purpose of maintenance, to charge the cost of such maintenance to the responsible parties, to construct drainage facilities within the easement, and to assume responsibility for the drainage features at its discretion.

Karst Conservancy Easement (KCE)

(A) Prohibits any land-distubing activities, including the placement of a fence, within the easement area. Mowing is allowed within the easment area.

(B) Allows the removal of dead or diseased trees that pose a risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the Planning Department.

(C) Grants the City the right to enter the property to inspect the easement and alter or repair the karst feature.

(D) All Karst Conservancy Easements shall be identified with signs located along the boundary of the easement. Signs shall be placed at intervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minimum of one (1) sign is required, regardless of easement size.

(E) Any use of pesticides, herbicides, or fertilizers is prohibited within the easement area.

(F) Allows, in cases where removal of exotic invasive species is proposed , the restoration of distubed areas with natrive plant material. Written approval from the Planning Department is required prior to any proposed restoration.

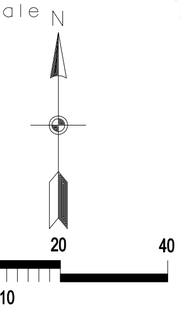
Conservancy Easement

(A) Prohibits any land-disturbing activities including the placement of a fence, or alteration of any vegetative cover, including mowing, within the easement.

B) Allows the removal of dead or diseased trees that pose a safety risk or impede drainage as well as allowing the removal of exotic invasive species, only after first obtaining written approval from the Planning Department.

(C) All Conservancy Easements shall be identified with signs located along the boundary of theeasement. Signs shall be placed at inervals of no more than two hundred (200) feet, and each sign shall be a maximum of one and a half (1.5) square feet in area. A minium of one (1) sign is required, regardless of easement size.

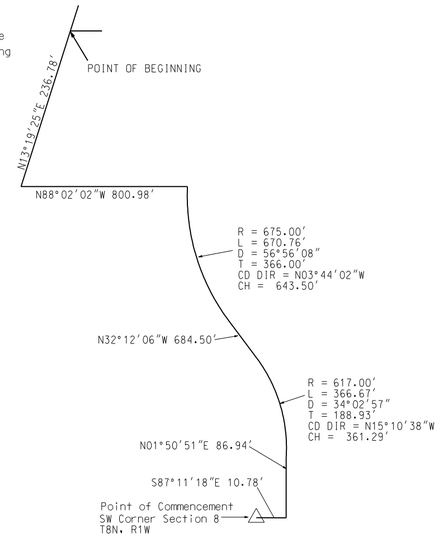
(D) Allows, in cases where removal of exotic invasive species is proposed , the restoration of distubed areas with natrive plant material. Written approval from the Planning Department is required prior to any proposed restoration.



SCALE: 1"=20'

MONUMENT LEGEND

STONE MONUMENT
STONE WITH X
CONCRETE MONUMENT
5/8"REBAR W/PLASTIC CAP SET
REBAR FOUND
IRON ROD FOUND
FENCE POST FOUND
RAILROAD SPIKE FOUND
PK NAIL
GPS MONUMENT
HIGHWAY BOX
EASEMENT LINE



LEAD-IN CALLS

SUMMIT WOODS PHASE 1 SECTION 2- FINAL PLAT

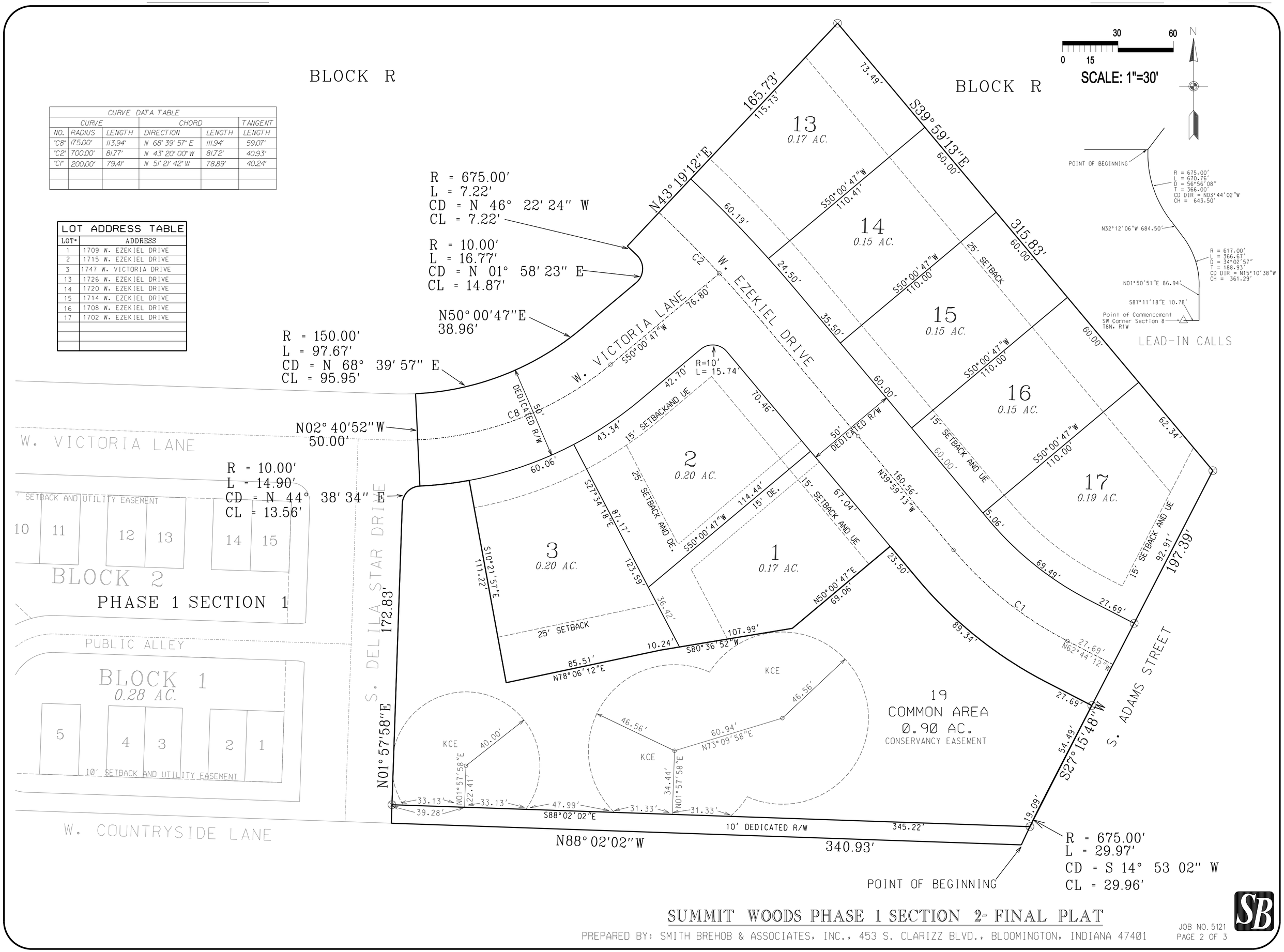
JOB NO. 5121
PAGE 1 OF 3

PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401

INSTRUMENT NO. _____ PLAT CABINET _____ ENVELOPE _____

CURVE DATA TABLE					
CURVE			CHORD		TANGENT
NO.	RADIUS	LENGTH	DIRECTION	LENGTH	LENGTH
"C8"	175.00'	113.94'	N 68° 39' 57" E	111.94'	59.07'
"C2"	700.00'	81.77'	N 43° 20' 00" W	81.72'	40.93'
"C1"	200.00'	79.41'	N 51° 21' 42" W	78.89'	40.24'

LOT ADDRESS TABLE	
LOT*	ADDRESS
1	1709 W. EZEKIEL DRIVE
2	1715 W. EZEKIEL DRIVE
3	1747 W. VICTORIA DRIVE
13	1726 W. EZEKIEL DRIVE
14	1720 W. EZEKIEL DRIVE
15	1714 W. EZEKIEL DRIVE
16	1708 W. EZEKIEL DRIVE
17	1702 W. EZEKIEL DRIVE



SUMMIT WOODS PHASE 1 SECTION 2- FINAL PLAT

PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401

JOB NO. 5121
PAGE 2 OF 3

Phase 1 Section 2 Plat.sht 5/22/2017 10:21:17 AM

A part of the Southeast quarter of Section 7, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows: Commencing at the Southeast corner of said Section 7; thence South 87 degrees 11 minutes 18 seconds East, a distance of 10.78 feet to the West right of way line of Adams Street; thence the next 4 courses along said West line:

1. North 01 degrees 50 minutes 51 seconds East, a distance of 86.94 feet to a tangent curve to the left having a radius of 617.00 feet and a chord bearing and distance of North 15 degrees 10 minutes 38 seconds West , 361.29 feet;

2. Northerly along said curve through a central angle of 34 degrees 02 minutes 57 seconds for a length of 366.67 feet;

3. North 32 degrees 12 minutes 06 seconds West, a distance of 684.50 feet to a tangent curve to the right having a radius of 675.00 feet and a chord bearing and distance of North 03 degrees 44 minutes 02 seconds West, 643.50 feet;

4. Northerly along said curve through a central angle of 56 degrees 56 minutes 08 seconds for a length of 670.76 feet to the true Point of Beginning;

thence leaving said right of way North 88 degrees 02 minutes 02 seconds West, a distance of 340.93 feet; thence North 01 degrees 57 minutes 58 seconds East, a distance of 172.83 feet to a tangent curve concave to the southeast having a chord bearing of North 44 degrees 38 minutes 34 seconds East, a chord length of 13.56 feet, and a radius of 10.00 feet; thence along said curve an arc length of 14.90 feet; thence North 02 degrees 40 minutes 52 seconds West 50.00 feet to a tangent curve concave to the northwest having a chord bearing of North 68 degrees 39 minutes 57 seonds East, a chord length of 95.95 feet and a radius of 150.00 feet; thence along said curve an arch length of 97.67 feet; thence North 50 degrees 00 minutes 47 seconds East 38.96 feet to a tangent curve concave to the northwest having a chord nearing of North 01 degrees 58 minutes 23 seconds East, a chord length of 14.87 feet and a radius of 10.00 feet; thence along said curve an arc length of 16.77 feet to a tangent curve concave to the southwest having a chord bearing of North 46 degrees 22 minutes 24 seconds West, a chord length of 7.22 feet and a radius of 675.00 feet; thence along said curve an arc length of 7.22 feet; thence North 43 degrees 19 minutes 12 seconds East 165.73 feet; thence South 39 degrees 59 minutes 13 seconds East 315.83 feet to the West right-of-way line of South Adams Street; thence South 27 degrees 15 minutes 48 seconds West 197.39 feet to a tangent curve concave to the southeast having a chord bearing of South 14 degrees 53 minutes 02 seconds West, a chord length of 29.96 feet and a radius of 675.00 feet; thence along said curve an arc length of 29.97 feet to the Point of Beginning, containing 2.95 acres more or less.

And also:

A part of the Southeast quarter of Section 7, Township 8 North, Range 1 West, Monroe County, Indiana, being more particularly described as follows: Commencing at the Southeast corner of said Section 7; thence South 87 degrees 11 minutes 18 seconds East, a distance of 10.78 feet to the West right of way line of Adams Street; thence the next 4 courses along said West line:

1. North 01 degrees 50 minutes 51 seconds East, a distance of 86.94 feet to a tangent curve to the left having a radius of 617.00 feet and a chord bearing and distance of North 15 degrees 10 minutes 38 seconds West , 361.29 feet;

2. Northerly along said curve through a central angle of 34 degrees 02 minutes 57 seconds for a length of 366.67 feet;

3. North 32 degrees 12 minutes 06 seconds West, a distance of 684.50 feet to a tangent curve to the right having a radius of 675.00 feet and a chord bearing and distance of North 03 degrees 44 minutes 02 seconds West, 643.50 feet;

4. Northerly along said curve through a central angle of 56 degrees 56 minutes 08 seconds for a length of 670.76 feet ;

thence North 88 degrees 02 minutes 02 seconds West 800.98 feet; thence North 13 degrees 19 minutes 25 seconds East 236.78 feet to the true Point of Beginning of Block 4; thence continuing North 13 degrees 19 minutes 25 seconds East 139.12 feet; thence South 76 degrees 40 minutes 35 seconds East 146.00 feet; thence South 13 degrees 19 minutes 25 seconds West 97.59 feet; thence North 76 degrees 40 minutes 35 seconds West 50.00 feet; thence South 13 degrees 19 minutes 25 seconds West 18.16 feet to a tangent curve concave to the northwest having a chorc bearing of South 52 degrees 38 minutes 44 seconds West, a chord length of 6.34 feet and a radius of 5.00 feet; thence along said curve an arc length of 6.86 feet; thence north 88 degrees 02 minutes 02 seconds West 93.82 feet to the Point of Beginning, containing 0.40 acres more or less.

I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.
Certified this 22nd day of May, 2017.

STEPHEN L. SMITH
REGISTERED
NO. LS80040427
STATE OF INDIANA
LAND SURVEYOR

- -
Stephen L. Smith
Registered Land Surveyor No. LS80040427
State of Indiana
I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document unless required by law.
Stephen L. Smith

The real estate described on this plat shall be and is hereby subject to the terms and Conditions of the Declaration of Covenants, conditions and Restrictions. as well s the Facilities Mainetance Plan, whcih forms a part of that docuement. Recorded on July 25, 2016 as Instrument Numbers 2016010124 COV RES in the office of the Recorder of Monroe County, Indiana.

The undersigned, Joseph Kemp, Jr. President of Joe Kemp Construction, LLC., being the owner of the above described real estate, does hereby layoff, plat and subdivide the same into lots and streets in accordance with this plat. This within plat shall be known and designated Summit Woods Phase 1 Section 2.

IN WITNESS WHEREOF, Joe Kemp Construction, LLC., an Indiana Limited Liability Corporation, by Joseph Kemp Jr. President, has hereunto executed this_____day of _____, 2017.

_ _
Joseph Kemp Jr., President
Joe Kemp Construction, LLC.

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for the State of Indiana and Monroe County, personally appeared Joseph Kemp Jr., personally known to me to be the President of Joe Kemp Construction, LLC., and being the owner of the described real estate, and who acknowledged the execution of the foregoing plat for the Real Estate known as Summit Woods Phase 1 Section 2 as his voluntary act and deed for the uses and purposes therein expressed.

WITNESS my hand and Notarial Seal this _____ day of _____, 2017.

My Commission Expires: _ _ _ _ _ _ _ _ .

_____
_____, NOTARY PUBLIC
a resident of Monroe County

PLAN COMMISSION AND BOARD OF PUBLIC WORKS

Under the authority provided by Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana and ordinance adopted by the Common Council of the City of Bloomington, Indiana, this plat was given approval by the City of Bloomington as follows:

Approved by the Board of Public Works at a meeting held:

President,

Member,

Member,

Approved by the City Plan Commission at a meeting held:

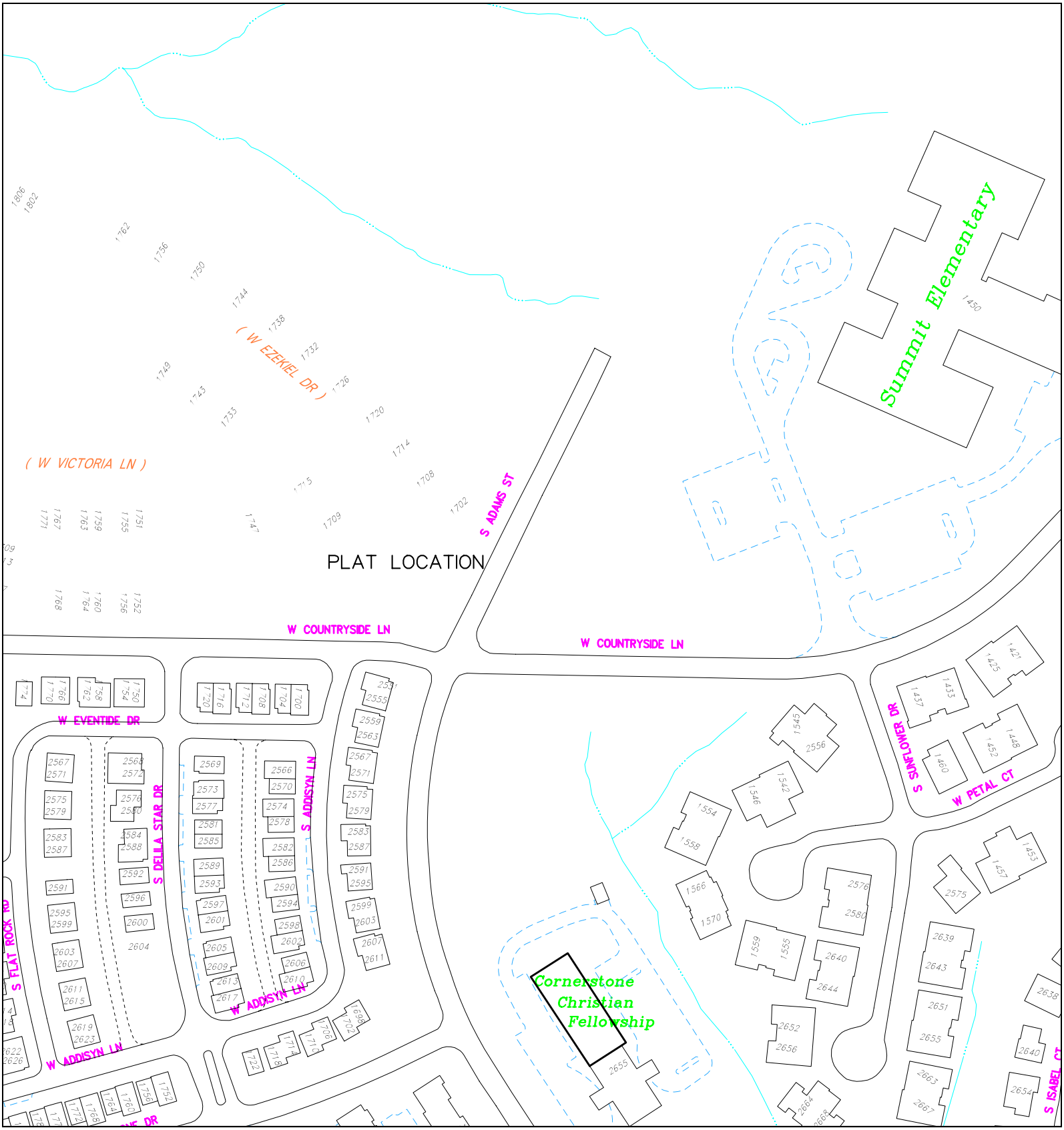
Theresa Porter, Director of Planning and Transportation

Joseph Hoffman, President of Plan Commision

JOB NO. 5121
PAGE 3 OF 3

SUMMIT WOODS PHASE 1 SECTION 2- FINAL PLAT

PREPARED BY: SMITH BREHOB & ASSOCIATES, INC., 453 S. CLARIZZ BLVD., BLOOMINGTON, INDIANA 47401


PLAT LOCATION
Summit Elementary
Cornerstone Christian Fellowship
(W EZEKIEL DR)
(W VICTORIA LN)
S ADAMS ST
W COUNTRYSIDE LN
W COUNTRYSIDE LN
W EVENTIDE DR
S DELILA STAR DR
S ADDISYN LN
W ADDISYN LN
W ADDISYN LN
S FLAT ROCK RD
S SUNFLOWER DR
W PETAL CT
S ISABEL CT

Board of Public Works
Staff Report

Project/Event:	Permission for Closure of Sidewalk and Lane Restrictions adjacent to Park South Project at 600 E. Hillside Dr. – Park South, LLC
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Dan Backler, Engineering Field Specialist
Date:	6/13/2017

Report: Park South LLC proposes to close the sidewalk on the southeast corner of Hillside and Henderson, adjacent to the project location for the installation of curb and sidewalk. They further propose to reduce the width of the street while keeping the street open to traffic.

They propose to close the sidewalk and affect the street width for up to six weeks and re-route pedestrian traffic via pedestrian detours across Hillside Drive and across Henderson Street.

Recommendation and Supporting Justification: Staff recommends that the Board approve permission to Park South, LLC to close said portions of the right-of-way.

Recommend ☒ **Approval** ☐ **Denial by** ____Dan Backler_____

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Park South, LLC

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and Park South, LLC, outlines the binding conditions placed upon and agreed to by Park South, LLC, in exchange for use by Park South, LLC, its agents and subcontractors, of certain public right-of-way during the construction of the curb and sidewalk in the right-of-way at 600 E. Hillside, in Bloomington, Indiana (hereinafter the "Construction Site").

1. This MOU shall cover the time period from June 19, 2017 through July 31, 2017, inclusive.

2. Planning and Transportation shall allow Park South, LLC, to block and restrict from general public usage the curb, sidewalk and a portion of the street directly adjacent to the Construction Site on the east side of Henderson and on the south side of Hillside. Park South, LLC, shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.

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

4. Park South, LLC, shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by the Street Department.

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

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

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

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

9. Prior to beginning work, Park South, LLC, shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.

10. Park South, LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.

11. Mark Lauchli of Park South, LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

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

Date: _____

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

Date: _____

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

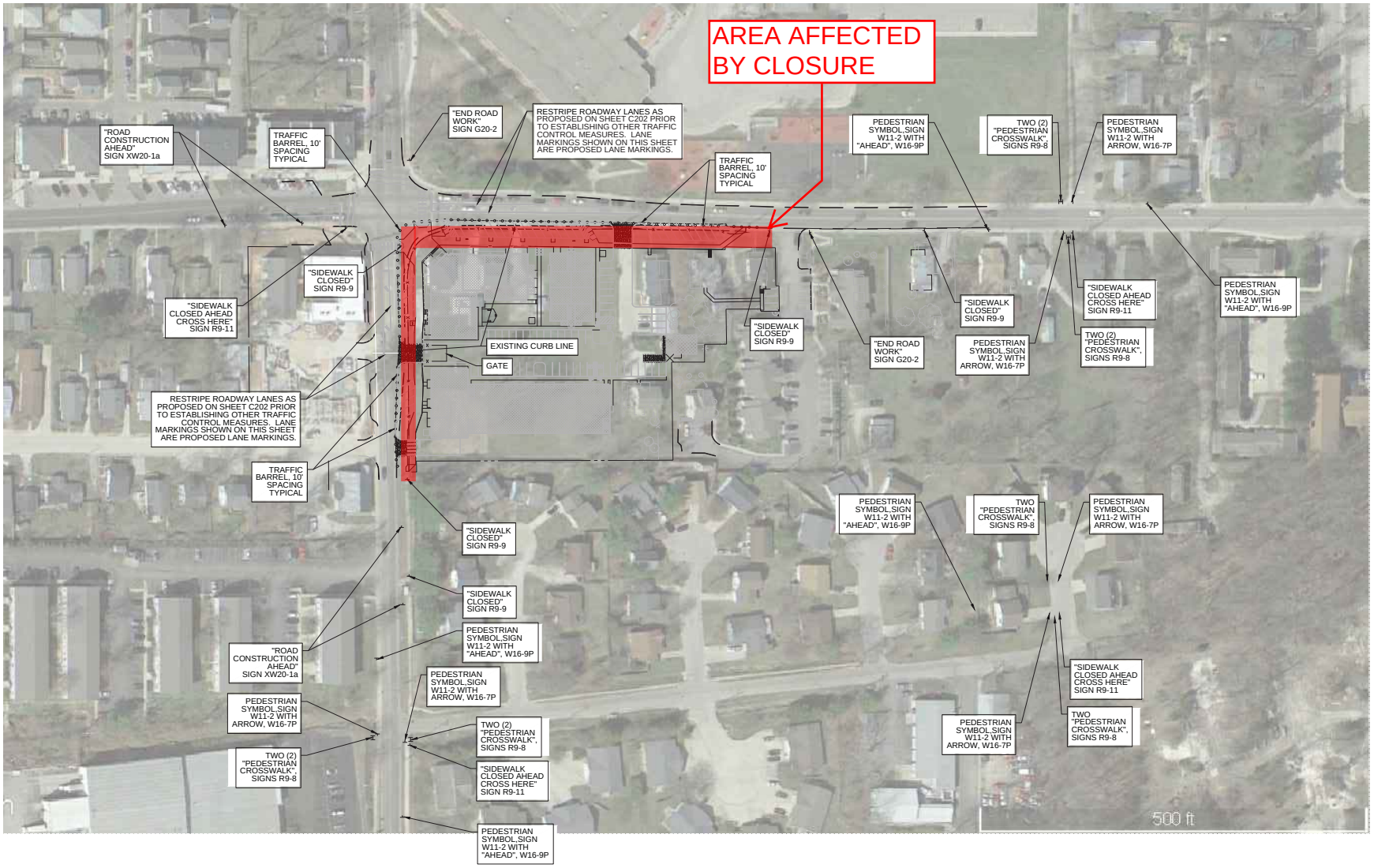
Park South, LLC,

By: _____
Mark Lauchli, Member
Park South, LLC

Date: _____

GENERAL NOTES

1. THE CONTRACTOR SHALL IMPLEMENT TEMPORARY TRAFFIC SETUP AND MAINTENANCE IN ACCORDANCE WITH THE LATEST EDITION OF THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL WORK IS TO BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
3. ALL PERMITS ARE TO BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
4. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.



revisions:
6.2.17 - Removed note regarding maintaining pedestrian travel around perimeter ... and the note "If pedestrian travel cannot be maintained, Replaced concrete jersey barriers with barrels. Added temporary crosswalk pedestrian signage along Henderson and 17th side. JH

SCALE: 1"=60'

BBB
BYNUM FANYO & ASSOCIATES, INC.
528 north walnut street
(812) 332-8030
ARCHITECTURE
CIVIL ENGINEERING
PLANNING
bloomington, indiana
(812) 339-2990 (fax)

JEFFREY S. FANYO No. 60018283 STATE OF INDIANA PROFESSIONAL ENGINEER
6-15-17
certified by:

PROPOSED
PARK SOUTH P.U.D.
600 - 630 E. HILLSIDE DRIVE
BLOOMINGTON, INDIANA 47401

title: MAINTENANCE OF TRAFFIC PLAN

designed by: JBT
drawn by: JBT
checked by: JSF
sheet no: C207
project no.: 401612

Board of Public Works
Staff Report

Project/Event:	Permission for Closure of Alley and Periodic sidewalk closures adjacent to Lockerbie Condominiums at 500 N Walnut – Weddle Bros. Construction Group, LLC
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Dan Backler, Engineering Field Specialist
Date:	6/13/2017

Report: Weddle Bros. Construction Group, LLC, proposes to close the alley between 9th St. and 10th St., adjacent to the project location for staging of construction materials associated with the remodeling work on Lockerbie Condominiums. They further propose occasional closures of the adjacent sidewalks and the alley to the east of the building.

All closures will be done with corresponding detours for vehicular and pedestrian traffic.

Recommendation and Supporting Justification: Staff recommends that the Board approve permission to Weddle Bros. Construction Group, LLC, to close said portions of the right-of-way.

Recommend ☒ **Approval** ☐ **Denial by** ____Dan Backler_____

Memorandum of Understanding
Between
City of Bloomington Planning and Transportation Department
And
Weddle Bros. Building Group, LLC

This Memorandum of Understanding (MOU) between the City of Bloomington Planning and Transportation Department, (hereafter "Planning and Transportation") and Weddle Bros. Building Group, LLC, outlines the binding conditions placed upon and agreed to by Weddle Bros. Building Group, LLC, in exchange for use by Weddle Bros. Building Group, LLC, its agents and subcontractors, of certain public right-of-way during the renovation of the Lockerbie Condominium at 500 N. Walnut St., in Bloomington, Indiana (hereinafter the "Construction Site").

1. This MOU shall cover the time period from June 14, 2017 through October 31, 2017, inclusive.

2. Planning and Transportation shall allow Weddle Bros. Building Group, LLC, to block and restrict from general public usage the alley running east and west between 9th St. and 10th St., east of College Avenue directly adjacent to the Construction Site. Weddle Bros. Building Group, LLC, shall coordinate the placement of any and all construction notification and detour signage with the City Planning and Transportation Department including both vehicular and pedestrian signage.

3. Weddle Bros. Building Group, LLC, shall install and maintain, to the satisfaction of the City of Bloomington Planning and Transportation Department, all signage associated with providing notice to the public of restrictions on right-of-way usage. Such signage shall reflect the form and content specified by the Manual on Uniform Traffic Control Devices and must be approved by the Planning and Transportation Department. In the event any pedestrian route must be modified to accommodate this Construction Site, Weddle Bros. Building Group, LLC, shall install and maintain, as needed, any temporary pedestrian route in accordance with the Draft Public Right of Way Accessibility Guidelines (PROWAG) and must be approved by Planning and Transportation.

4. Weddle Bros. Building Group, LLC, shall coordinate the removal and replacement of all permanent signage at, or adjoining, the Construction Site through the City of Bloomington Street Department at all requested points for permanent signage replacement, which will be performed by the Street Department.

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

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

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

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

9. Prior to beginning work, Weddle Bros. Building Group, LLC, shall provide the City Planning and Transportation Department with a phone contact list for their supervisory personnel and for their sub-contractors.

10. Weddle Bros. Building Group, LLC, shall make its on-site supervisory personnel available for bi-weekly meetings with the City Planning and Transportation staff for progress updates.

11. Steve Mishler, Senior Project Manager of Weddle Bros. Building Group, LLC, agrees by signing that he has full power by proper action to enter into this MOU and has the authority to do so.

City of Bloomington

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

Date:_____

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

Date:_____

By:_____
Philippa M. Guthrie, Corporation Counsel

Date:_____

Weddle Bros. Building Group, LLC,

By: _____
Steve Mishler, Senior Project Manager

Date:_____

Google Maps N Walnut St & W 9th St

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

Board of Public Works
Staff Report

Project/Event:	Right-of-Way Dedication at 810 N. Woodlawn Ave.
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	06/13/2017

Report: The City of Bloomington is the property owner of Fire Station #3, located at 810 North Woodlawn Avenue. A requirement of the Indiana University Woodlawn Reconstruction project is to have an approximately 20 foot strip of property dedicated as right-of-way from the property. The University will then install new sidewalks and a driveway apron within this newly created right-of-way.

Recommendation and Supporting Justification: Staff recommends that the Board approve the dedication of right-of-way at 810 North Woodlawn Avenue.

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

PUBLIC RIGHT OF WAY DEDICATION

Project: Woodlawn Avenue Relocation

THIS INDENTURE WITNESSETH that the City of Bloomington (owner) and The Trustees of Indiana University (reversionary interest), together hereinafter called the Grantor, of Monroe County, Indiana, hereby conveys, warrants and dedicates to the City of Bloomington, Indiana, hereinafter called the Grantee, certain real estate located in Monroe County, in the State of Indiana, more particularly described in Exhibits A and B.

See Exhibits "A" and "B" attached hereto and made a part hereof.

The above and foregoing real estate is hereby dedicated in perpetuity to the public as a roadway and thoroughfare.

Together with the right to install, construct, replace, remove, and maintain structures, ditches, drains and other improvements within the real estate that are pertinent to such use as a public way, as well as the right to permit, prohibit and regulate the use of the real estate by all parties or successors of the parties to this instrument.

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

This conveyance of real estate is not subject to Indiana gross income tax.

The Grantor hereby covenants that it is the fee owner of this real estate and has the right, title, and capacity to dedicate the real estate herein conveyed and that all necessary action for the making of this conveyance has been duly taken.

In accordance with Indiana Code, Grantor acquired said real property under Trustee's Deed dated April 8, 1963, and recorded on April 19, 1963, in Deed Book 150 Page 521 in the Office of the Recorder of Monroe County, Indiana.

IN WITNESS WHEREOF, the said Grantor has executed this Public Right of Way Dedication this _____ day of _____, 2017.

CITY OF BLOOMINGTON (Owner)
Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Kelly M. Boatman, Vice President

By: _____
Dana Palazzo, Secretary

THE TRUSTEES OF INDIANA UNIVERSITY (Reversionary Interest)

By: _____
Donald S. Lukes
University Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Kelly M. Boatman, and Dana Palazzo, the President, Vice President and Secretary of the City's Board of Public Works, who acknowledged the execution of the foregoing Public Right of Way Dedication for and on behalf of the City of Bloomington, Indiana.

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

My Commission Expires:

_____ _____
Notary Public

Resident of _____ County _____
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Donald S. Lukes, the University Treasurer, who acknowledged the execution of the foregoing Public Right of Way Dedication for and on behalf of The Trustees of Indiana University.

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

My Commission Expires:

_____ _____
Notary Public

Resident of _____ County _____
Printed Name

The City of Bloomington, Monroe County, Indiana, hereby accepts the foregoing dedication as a public right of way this _____ day of _____, 2017.

CITY OF BLOOMINGTON

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

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

This instrument was prepared by Jacquelyn F. Moore, Attorney at Law, P. O. Box 100, Bloomington, Indiana.

Bledsoe Riggert Cooper James
BRCJ
LAND SURVEYING • CIVIL ENGINEERING • GIS

PARCEL 2
EXHIBIT "A"

BRCJ Job: 9297
Owner: City of Bloomington
Parcel: 2
Parent Parcel Tax I.D.: 53-05-33-105-095.000-005
Client: Eagle Ridge Civil Engineering Services, LLC

A part of Lot 120 in the University Park Addition to the City of Bloomington, Indiana as recorded in Plat Book B, Envelope 24 in the Office of the Recorder of Monroe County, Indiana intended to be a part of the lands described and recorded in Deed Book 150, Page 521 and shown depicted on the attached Right-of-Way Parcel Plat marked Exhibit "B", more particularly described as follows:

BEGINNING at the Southwest corner of said Lot 120 designated as point #3008 on attached Exhibit "B"; thence NORTH 01 degrees 05 minutes 02 seconds WEST along the West line of said Lot 120 and the East line of Woodlawn Avenue, 276.03 feet to the Northwest corner of said Lot 120 designated as point #3003 on attached Exhibit "B"; thence leaving said West line of Lot 120 and said East line of Woodlawn Avenue SOUTH 89 degrees 43 minutes 04 seconds EAST along the North line of said Lot 120, 10.36 feet to point #3004 on attached Exhibit "B"; thence leaving said North line of Lot 120 SOUTH 05 degrees 10 minutes 22 seconds EAST, 63.66 feet to point #3005 on attached Exhibit "B"; thence SOUTH 00 degrees 51 minutes 55 seconds EAST, 209.48 feet to point #3006 on attached Exhibit "B"; thence SOUTH 58 degrees 11 minutes 33 seconds EAST, 6.04 feet to the South line of said Lot 120 and the North line of 11th Street designated as point #3007; thence NORTH 89 degrees 41 minutes 15 seconds WEST along said South line of Lot 120 and said North line of 11th Street, 19.18 feet to the point of beginning, containing 3890.58 square feet more or less and subject to all legal rights of way and easements.

This survey was executed according to survey requirements contained in Sections 1 through 19 of 865 IAC 1-12.

This certification does not take into consideration additional facts that an accurate and correct title search and/or examination might disclose.

Evidence of easements have not been located in the field and are not shown on this survey drawing.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 3rd day of April, 2017

Matthew M. Knoy
Registered Land Surveyor No. LS20800146
State of Indiana

MATTHEW M. KNOY
REGISTERED
No. LS20800146
STATE OF
INDIANA
LAND SURVEYOR

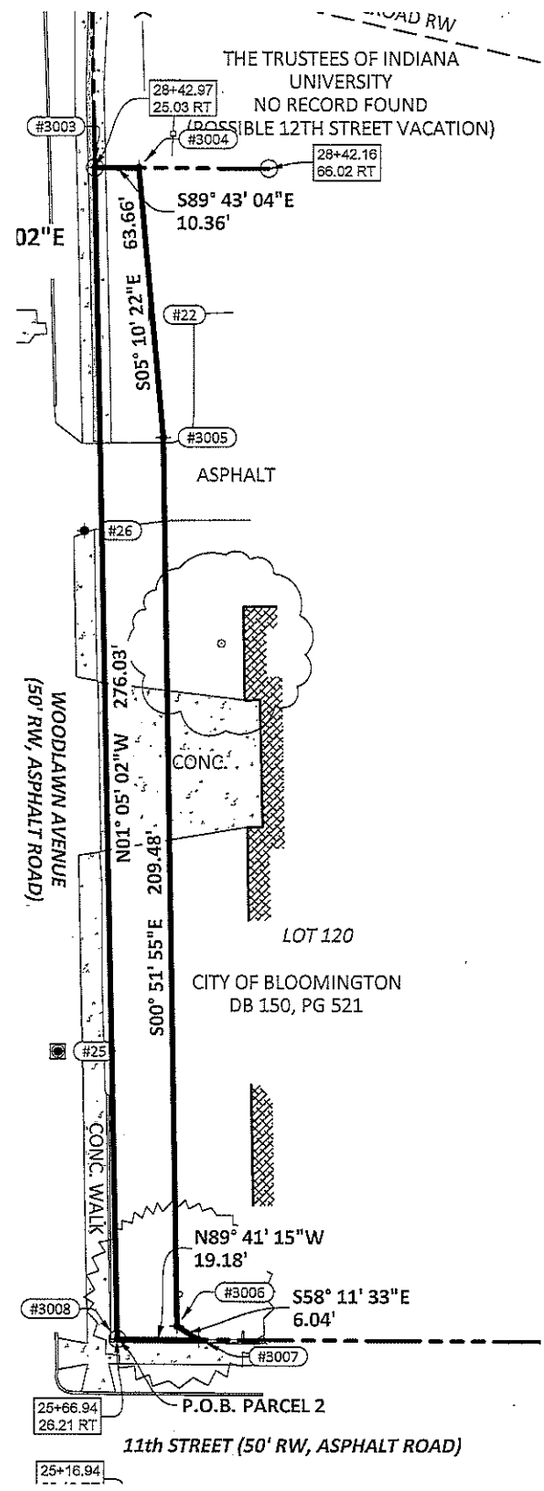
SHEET 1 OF 1

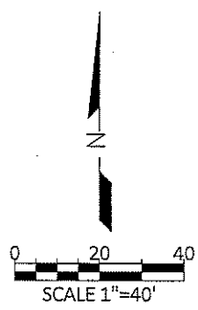
Bledsoe Riggert Cooper James

BRCJ

LAND SURVEYING • CIVIL ENGINEERING • GIS

PARCEL 2
RIGHT-OF-WAY PARCEL PLAT
EXHIBIT "B"





PARCEL: 2
BRCJ JOB: 9297
COUNTY: MONROE
SUBDIVISION: UNIVERSITY PARK ADDITION
SECTION: 33
TOWNSHIP: 9N
RANGE: 1W
STATE PARCEL I.D.:
53-05-33-105-095.000-005
OWNER: CITY OF BLOOMINGTON
PARENT PARCEL RECORD DOCUMENT:
DB 150, PG 521
DRAWN BY: V.S.
CHECKED BY: M.K.

s:\jobs\9201-9300\9297 woodlawn avenue topo\draw\rw & easements\9297_c3d_topo exhibit a.dwg

Bloomington • Bedford • Paoli
1351 West Tapp Road • Bloomington, Indiana 47403 • p: 812.336.8277
BRCJcivil.com

Bledsoe Riggert Cooper James
BRCJ
LAND SURVEYING • CIVIL ENGINEERING • GIS

PARCEL 2
RIGHT-OF-WAY PARCEL PLAT
EXHIBIT "B"

COORDINATE SHEET (U.S. SURVEY FEET)			
POINT #	NORTHING	EASTING	DESCRIPTION
200	1429466.8657	3111467.5232	19+00
201	1430516.7529	3111452.1331	29+50
3000	1430410.3429	3111428.7233	RW
3001	1430410.3875	3111419.6778	RW
3002	1430377.7159	3111429.3406	RW
3003	1430410.0966	3111478.7301	RW
3004	1430410.0455	3111489.0935	RW
3005	1430346.6489	3111494.8327	RW
3006	1430137.1959	3111497.9957	RW
3007	1430134.0131	3111503.1275	RW
3008	1430134.1177	3111483.9518	RW
3009	1430084.1216	3111484.5778	RW
3010	1430084.0720	3111493.6812	RW
3011	1429808.4568	3111497.7214	RW
3012	1429808.5271	3111488.0284	RW

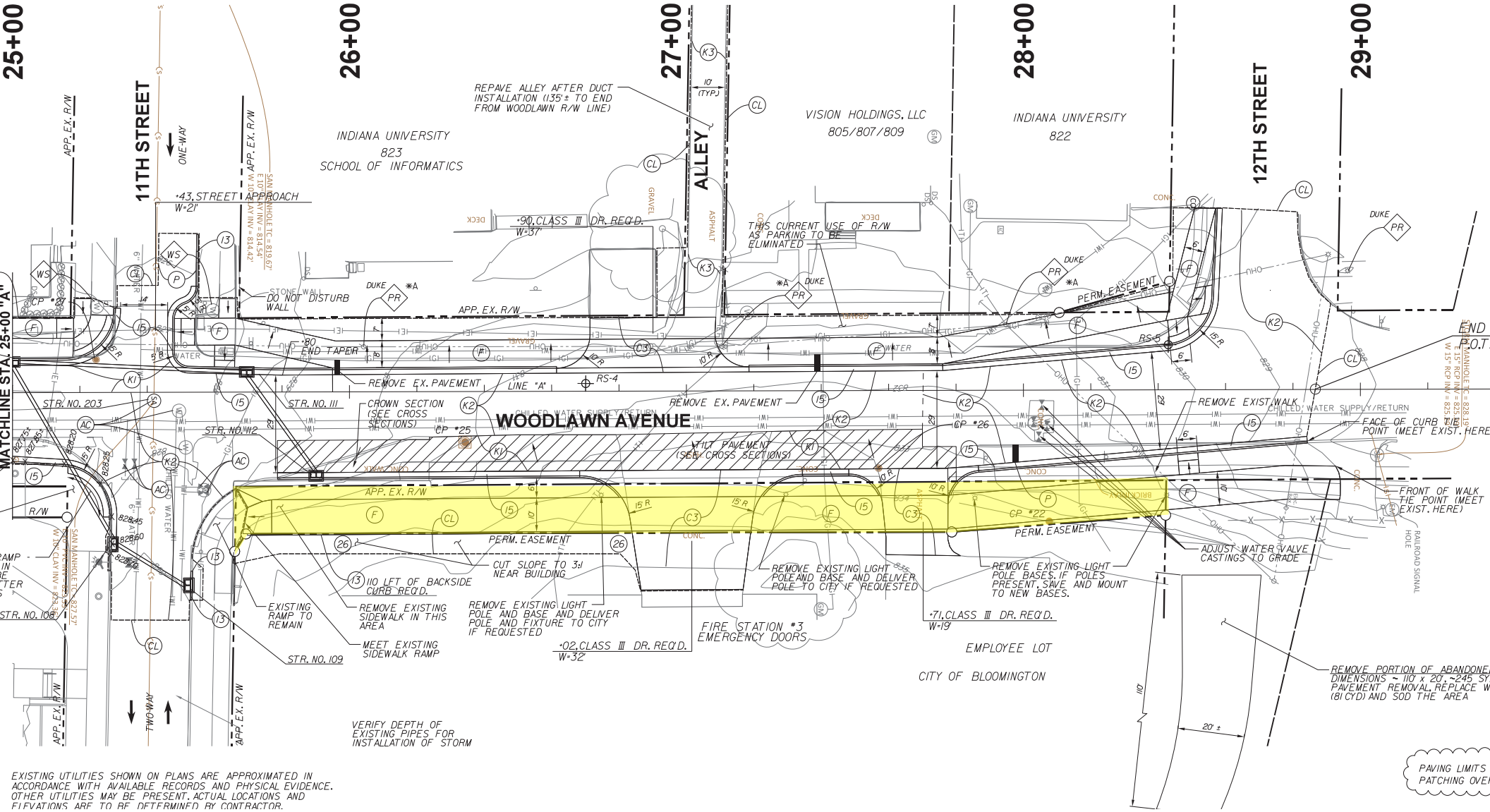
SURVEYOR'S STATEMENT

To the best of my knowledge and belief, this plat, with the "Route Survey" recorded as Instrument No. 2017004199, in the Office of the Recorder of Monroe County, Indiana (incorporated and made a part hereof by reference) comprise a Route Survey, executed in accordance with Indiana Administrative Code 865 IAC 1-12, (Rule 12).

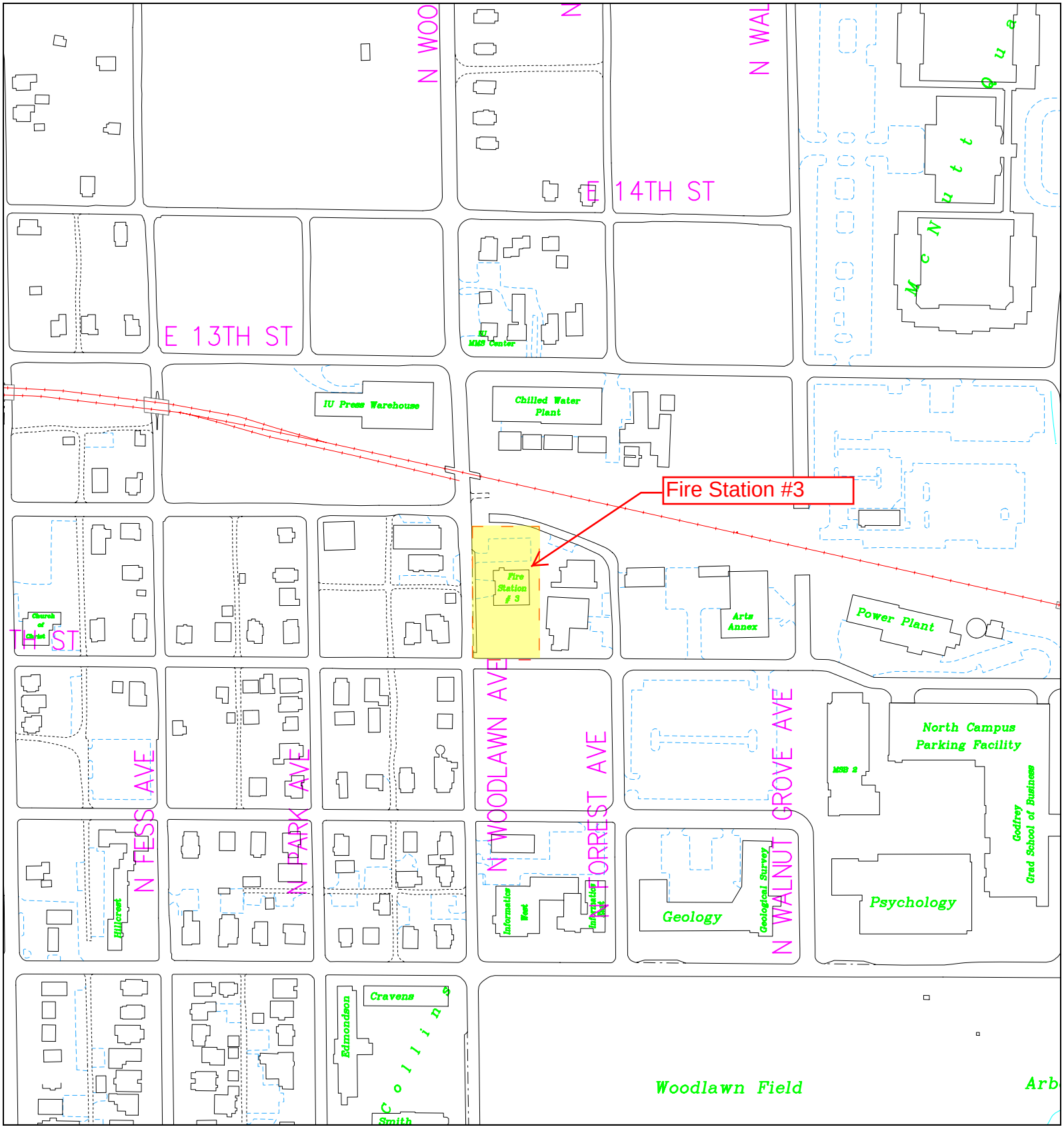
Matthew M. Knoy
Registered Land Surveyor No. LS20800146
State of Indiana
Dated: April 03, 2017

MATTHEW M. KNOY
REGISTERED
No.
LS20800146
STATE OF
INDIANA
LAND SURVEYOR

Bloomington • Bedford • Paoli
1351 West Tapp Road • Bloomington, Indiana 47403 • p: 812.336.8277
BRCJcivil.com



EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATED IN ACCORDANCE WITH AVAILABLE RECORDS AND PHYSICAL EVIDENCE. OTHER UTILITIES MAY BE PRESENT. ACTUAL LOCATIONS AND ELEVATIONS ARE TO BE DETERMINED BY CONTRACTOR.


Fire Station #3
E 14TH ST
E 13TH ST
N WOO
N WAL
IU Press Warehouse
Chilled Water Plant
Fire Station # 3
Arts Annex
Power Plant
Church of Christ
N FESS AVE
N PARK AVE
N WOODLAWN AVE
N FORREST AVE
N WALNUT GROVE AVE
North Campus Parking Facility
MSB 2
Godfrey Grad School of Business
Psychology
Geology
Geological Survey
Information Test
Hillcrest
Cravens
Edmondson
Collins
Smith
Woodlawn Field

Board of Public Works
Staff Report

Project/Event:	Approve Change Order #7 For The 17th and Arlington Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	06/13/2017

Report: The original completion date for the 17th and Arlington round-a-bout project was November 28th, 2014. Due to a mandatory delay imposed by INDOT on the installation of the surface asphalt, the actual completion date for the project was March 31st, 2016. This change order extends the final completion date for the project by 489 days. No changes in contract compensation is being considered with this change order.

Recommendation and Supporting Justification: Staff recommends that the Board approve change order #7 for the 17th and Arlington Project.

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

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -35641	Letting Date:02/05/2014	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Wildt, Chuck	Status:Draft

Change Order Information Change Order No.: 007 EWA: N or Force Acct: N

Date Generated: 00/00/0000 Date Approved: 00/00/0000

Reason Code: CHANGED COND, Materials Related

Description: Time Extension due to statewide investigation of HMA mixes

Original Contract Amount	$ 3,198,892.96	
Current Change Order Amount	$ 0.00	Percent: 0.000 %
Total Previous Approved Changes	$ 56,801.20	Percent: 1.776 %
Total Change To-Date	$ 56,801.20	Percent: 1.776 %
Modified Contract Amount	$ 3,255,694.16	

Time Extension Information

Date Initiated 00/00/0000 Date Completed 00/00/0000

Original Contract Time SS Completion Date 11/01/2014 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description: Adjustment to contract completion date due to a statewide investigation of HMA mixes placed on various projects. During the Construction Progress Meeting on May 29, 2014, placement of HMA surface on the project was put on hold in May 2015 (See attachment A) due to an ongoing INDOT investigation of HMA mixes placed on various projects since 2014. During that Progress meeting Weddle Brothers and the City of Bloomington requested a written directive from INDOT stating HMA surface is not to be placed on the project until further notice. An email from Area Supervisor - Kirk Stafford was received by American Structurepoint and the City of Bloomington (Roy Aten) on June 18, 2015, stating surface was not to be placed until the base and intermediate mixes from 2014 were reviewed and evaluated. This email was forwarded to Weddle Brothers Construction on June 22, 2015. Paving was not completed until late October of 2015 See Attachments

Current Time Extension SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value $ _____

Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

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

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: R -35641
Project: State:0900216
Change Order Nbr: 007
Change Order Description: Time Extension due to statewide investigation of HMA mixes
Reason Code: CHANGED COND, Materials Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change

Total Value for Change Order 007 = $ 0.00

Contract Completion Date Time Adjustment

Original Completion dt: 11/01/2014 Adj compl dt 03/31/2016 Adj No. of Days 489

Explanation: Adjustment to contract completion date due to a statewide investigation of HMA mixes placed on various projects. During the Construction Progress Meeting on May 29, 2014, placement of HMA surface on the project was put on hold in May 2015 (See attachment A) due to an ongoing INDOT investigation of HMA mixes placed on various projects since 2014. During that Progress meeting Weddle Brothers and the City of Bloomington requested a written directive from INDOT stating HMA surface is not to be placed on the project until further notice. An email from Area Supervisor - Kirk Stafford was received by American Structurepoint and the City of Bloomington (Roy Aten) on June 18, 2015, stating surface was not to be placed until the base and intermediate mixes from 2014 were reviewed and evaluated. This email was forwarded to Weddle Brothers Construction on June 22, 2015. Paving was not completed until late October of 2015 See Attachments

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

General or Standard Change Order Explanation

During the Construction Progress Meeting on May 29, 2014, placement of HMA surface on the project was put on hold in May 2015 (See attachment A) due to an ongoing INDOT investigation of HMA mixes placed on various projects since 2014. During that Progress meeting Weddle Brothers and the City of Bloomington requested a written directive from INDOT stating HMA surface is not to be placed on the project until further notice. An email from Area Supervisor - Kirk Stafford was received by American Structurepoint and the City of Bloomington (Roy Aten) on June 18, 2015, stating surface was not to be placed until the base and intermediate mixes from 2014 were reviewed and evaluated. This email was forwarded to Weddle Brothers Construction on June 22, 2015. Paving was not completed until late October of 2015 See attachments for more information.

Change Order Explanation for Specific Line Item

****

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

Notification and consent to this change order is hereby acknowledged.

Contractor:_____ Signed By:_____

Date:_____

****

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

APPROVED FOR LOCAL PUBLIC AGENCY

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

SUBMITTED FOR CONSIDERATION

PE/S Sharon Boda
Sharon Boda

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 6.7.17

EXHIBIT A

AMERICAN
STRUCTUREPOINT
INC.

PROGRESS MEETING MINUTES

Project Name: Bloomington 17th & Arlington Roundabout
Contract: R-35641
Location: Field Office
Date: May 29, 2015 **Time**: 1:00 pm

TOPICS FOR DISCUSSION:

- Erosion Control
  - Weekly report submittal: *Reports needed from past 4 weeks. Scott Lentz to check on status of reports.*

- Schedule Review
  - Master Schedule
    - *2-week outlook:*

      - *Weddle to finish sidewalk on Monday then place topsoil in remaining sidewalk areas on Tuesday.*
      - *Weddle needs to complete grading of mitigation ditches next to MSE Wall #4 and in area south of SW corner of detention pond.*
      - *Weddle will complete the pipe cleaning as one of the last items on the project.*
      - *Earth Images to be onsite sometime mid-week next week to place sod. Surface is on hold until further notice.*

- General business discussion

  - *Updated preliminary punchlist attached.*
  - *Ivory silk lilac trees that were inspected and slated for this project, were sold to another party by the nursery and Earth Images is working with the nursery to resolve the issue. Scott to check with Earth Images on the status of these trees. Roy stated he did not have a problem with the trees being planted in the fall if they could not be obtained soon.*
  - *Weddle and the City would like to have a written directive from INDOT stating surface shall not be placed project due to HMA liquid asphalt investigation.*

- Status of required submittals
  - JMF:
  - CMD: Received CMD- Approved
  - QCP: Received - Approved
  - Shop Drawings: *MSE wall, Box culvert, Blasting Plan, Pedestrian Handrail- all have been approved.*
  - Clay liner material. *Scott to investigate whether a second sample has been taken..*

- **NEW BUSINESS**

- Change Order Items – Pending/ Approved/ Denied
  - Change Order #1 Pavement Removal - *Approved and being removal paid.*
  - Change Orders #2 & #3 being prepared for 8" water main leak cleanup and existing 24" water main repair north of booster station. *Approved*
  - Change Order #4 Concrete Pad for Sculpture. *Approved*
  - *Change Order #5 for the lighting changes – awaiting backup for the change in the foundation size and request for additional days. Scott to follow up with TC Electric.*
  - *Change Order #6 to be submitted for the labor required to install the small block retaining wall at the lift station entrance.*

- Project Pay Estimate:
  - Pay Estimate: *Estimate #18 is under review*
  - *Estimate #17 5/27/15*

- Request for Information/ Modification Request/ Cost Reduction Incentives
  - Any discussion? *None*

City of Bloomington Comments: *No additional comments*

CBU Comments: *Not present*

- INDOT Comments: *Not present*

- Structurepoint Comments:
  - Material certification – *Item #100 Water Service Line Adjust, #114 Sanitary 8 in, #134 Sanitary Force Main 6 in were not on INDOT approved list. – Scott still working on obtaining Type A Certifications from producers to satisfy material certification*
  - *Material certifications needed for the rebar used in the pipe anchors*
  - Test results for clay liner – *Still waiting on resample results*
  - *Topsoil pH testing by INDOT is not complete.*

- Project Updates/Open Discussion
- Next Meeting Date: TBD

These minutes are at the best recollection of the author. Any discrepancies should be documented in writing in five (5) business days so all parties can be copied.
Please forward comments to:

American Structurepoint, Inc
Sharon Boda: Cell 812-216-3994
sboda@structurepoint.com

Boda, Sharon

From: Scott Lentz <slentz@weddlebros.com>
Sent: Monday, May 01, 2017 3:27 PM
To: Boda, Sharon
Cc: Wren, Rachel; 'Roy Aten'; Mike Hemmerling
Subject: R-35641 - Response to Pay Application No. 24
Attachments: INDOT Response Letter to March 14th Email.pdf; Attachment I.PDF; Attachment J.PDF

Sharon, please review the attached, should you have any questions please do not hesitate to call.

Thanks,

Scott Lentz
Project Manager

WEDDLE BROS. BUILDING GROUP, LLC
A Weddle Bros. Construction Company

Cell: 812-325-5095 | Office: 812-323-2249 | www.weddlebros.com

BEST PLACES TO WORK IN INDIANA 2016

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WEDDLE BROS. HIGHWAY GROUP, LLC
A Weddle Bros. Construction Company
100% Employee Owned

May 1, 2017

Sharon Boda

7260 Shadeland Station

Indianapolis, IN 47426

Resident Project Representative

RE: R-35641-A, Monroe Co

Dear Ms. Boda,

We are in receipt of your email and letter dated March 14, 2017. Weddle disagrees with this revised assessment of liquidated damages.

In regard to the 2 days assessed for work completed from April 1st to April 2nd 2015 after winter shutdown period, Weddle Bros. is unaware of work occurring during this period that would result in the assessment of liquidated damages therefore we are not in agreement.

We are also not in agreement with the 7 days assessed for days when the box culvert cleaning could have occurred, as previously stated,

1. Upon receipt of the punchlist Weddle continually monitored the water flow/depth conditions of the creek area until it was safe enough to allow our workers to enter and complete the culvert cleaning. Weddle stayed in constant communication on the conditions with the City of Bloomington and INDOT both verbally and through email (attachment I). Throughout this period Weddle received no indication that waiting for safe conditions was unacceptable. In fact it was our understanding that all parties supported placing safety as the priority. Weddle feels it is impossible to determine actual water elevations of the creek based on weather reports.

2. On August 5, 2016 Weddle Bros. received an email from INDOT (attachment J) stating the culvert was dry and the cleaning was to be complete by August 10, 2016 to avoid liquidated damages. There would have been no need to state this plan to assess damages if they were already being assessed dating back to May. This clearly shows that no damage assessment was being accrued on account of the culvert cleaning. Weddle Bros. cleaned the culvert by August 10, 2016 as required.

WEDDLE BROS. HIGHWAY GROUP, LLC
A Weddle Bros. Construction Company
100% Employee Owned

We assert that the assessment of 9 days liquidated damages is incorrect and request it be deleted. Should INDOT or any other entity disagree we request a meeting be scheduled to review and resolve this matter. Please do not hesitate to contact us with any questions.

Respectfully,
Weddle Bros. Highway Group, LLC

Scott Lentz
Project Manager

2182 W. Industrial Park Drive P.O. Box 1330 Bloomington, IN 47404-1330 Phone (812) 339-9500 FAX (812) 339-4260 www.weddlebros.com

EQUAL OPPORTUNITY EMPLOYER

Boda, Sharon

From: Boda, Sharon
Sent: Wednesday, March 15, 2017 11:53 AM
To: 'Scott Lentz'
Cc: Wren, Rachel; 'Roy Aten'; Mike Hemmerling; Lee Carmichael
Subject: RE: R35641 - Response to Pay Application No. 24
Attachments: Liquidated Damages Response Letter_20170314.pdf

Scott

I have reviewed your response letter and have adjusted the amount of Liquidated Damages.

Please review the attached letter and let me know if you have any additional comments or disagree with the content.

Thanks,

Sharon

From: Scott Lentz [mailto:slentz@weddlebros.com]
Sent: Wednesday, March 01, 2017 3:28 PM
To: Boda, Sharon <sboda@structurepoint.com>
Cc: Wren, Rachel <RWREN@indot.IN.gov>; 'Roy Aten' <atenro@bloomington.in.gov>; Mike Hemmerling <mhemmerling@weddlebros.com>; Lee Carmichael <lcarmichael@weddlebros.com>
Subject: R35641 - Response to Pay Application No. 24

Sharon, please see Weddle's response to pay application #24, should you have any questions please do not hesitate to call.

Thanks,

Scott Lentz
Project Manager

WEDDLE BROS. BUILDING GROUP, LLC
A Weddle Bros. Construction Company

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BEST PLACES TO WORK IN INDIANA 2016

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Sharon Boda
American Structurepoint
7260 Shadeland Station
Indianapolis, IN 46256

March 14, 2017

Mr. Scott Lentz
Weddle Brothers Construction Companies
P.O. Box 1330
Bloomington, IN 47402

RE: 17th & Arlington Rd Roundabout Liquidated Damages Assessment

Dear Mr. Lentz:

I have received your response to the assessment of Liquidated Damages on Pay Estimate No. 24 dated February 14, 2017. After review of your response, I propose to amend the amount of Liquidated Damages assessed to a total of 9 Days.

I agree there was an error in the original assessment with regard to the date the pavement markings were placed. November 30, 2015 is in fact the date the pavement markings were installed.

Per INDOT Standard Specification 108.09, the contractor has 5 days to complete the punch list items. A letter dated June 24, 2016 was subsequently sent to Weddle Brothers via email on June 25, 2016 directing them to complete remaining punch list items within 2 days of receipt of the letter: the box culvert clean out and replacing the dead trees. If the letter was received on Monday June 27, 2016, Weddle Brothers would have had until COB on June 29, 2016 to complete the items listed. The letter clearly stated Liquidated Damages would be assessed if the work was not completed within the 2 days given. The box culvert was not cleaned until August 10, 2016.

After reviewing the weather reports from June 29, 2016 to August 10, 2016, there appears to be 7 days that the weather and conditions were suitable for the box culvert to be cleaned. Any day that was within 2 days after a rain event of ~0.5 inches was excluded from the assessment. As well as any day that had rain in the forecast. See Exhibit A.

The revised assessment is as follows:

- 2 Days assessed for work completed from April 1 to April 2, 2015 after the winter shutdown period

- 7 Days assessed for days when the box culvert cleaning could have occurred.

  June = 1 Day
  July = 5 Days
  August = 1 Day

- Total Assessment of Liquidated Damages = 9 Days @ $4000/Day = $36,000.

If there are any questions or concerns with regard to this letter, please contact me as soon as possible.

Sincerely,

Sharon Boda

Sharon Boda
Resident Project Representative
American Structurepoint
812.216.3994

EXHIBIT A

report this ad

Bloomington, IN

Monroe County

1:41 PM EST on March 06, 2017 (GMT -0500)

☐ Today ☐ Forecast

Weather History for KBMG - June, 2016

Average Temp: Actual: 80.1°F | Average: 80.3°F Average Rain Total: 4.56 in

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Actual: 83° | 62° 0.10 in Average: 79° | 56° 0.17 in	**2** Actual: 76° | 63° 0.01 in Average: 79° | 57° 0.18 in	**3** Actual: 82° | 59° 0.00 in Average: 80° | 57° 0.17 in	**4** Actual: 77° | 65° 0.45 in Average: 80° | 57° 0.17 in
5 Actual: 77° | 64° 0.00 in Average: 80° | 58° 0.17 in	**6** Actual: 85° | 63° 0.04 in Average: 81° | 58° 0.17 in	**7** Actual: 74° | 55° 0.00 in Average: 81° | 58° 0.17 in	**8** Actual: 76° | 51° 0.00 in Average: 81° | 59° 0.17 in	**9** Actual: 82° | 51° 0.00 in Average: 81° | 59° 0.17 in	**10** Actual: 90° | 65° 0.00 in Average: 82° | 59° 0.15 in	**11** Actual: 92° | 65° 0.00 in Average: 82° | 60° 0.15 in
12 Actual: 93° | 71° 0.08 in Average: 82° | 60° 0.15 in	**13** Actual: 90° | 62° 0.00 in Average: 82° | 60° 0.16 in	**14** Actual: 84° | 69° 0.46 in Average: 83° | 60° 0.14 in	**15** Actual: 87° | 67° 0.49 in Average: 83° | 61° 0.15 in	**16** Actual: 86° | 67° 0.00 in Average: 83° | 61° 0.14 in	**17** Actual: 86° | 63° 0.00 in Average: 83° | 61° 0.15 in	**18** Actual: 86° | 60° 0.00 in Average: 83° | 61° 0.14 in
19 Actual: 88° | 64° 0.00 in Average: 84° | 62° 0.16 in	**20** Actual: 90° | 75° 0.00 in Average: 84° | 62° 0.15 in	**21** Actual: 86° | 67° T in Average: 84° | 62° 0.16 in	**22** Actual: 85° | 66° 1.00 in Average: 84° | 62° 0.16 in	**23** Actual: 91° | 72° 0.00 in Average: 84° | 62° 0.17 in	**24** Actual: 87° | 69° 0.00 in Average: 84° | 63° 0.17 in	**25** Actual: 88° | 66° 0.00 in Average: 84° | 63° 0.20 in
26 Actual: 92° | 71° 1.00 in Average: 84° | 63° 0.19 in	**27** Actual: 90° | 71° T in Average: 84° | 63° 0.18 in	**28** Actual: 82° | 61° 0.00 in Average: 84° | 63° 0.17 in	Directive Deadline **29** Actual: 78° | 55° 0.00 in Average: 84° | 63° 0.16 in	**30** Actual: 80° | 54° 0.00 in Average: 84° | 63° 0.15 in		

X-Denotes days work could have been performed

June = 1 Day

Calendar Legend

Sunny Clear · Mostly Cloudy · Partly Cloudy · Cloudy · Rain · Snow

Hail Flurries · Thunderstorms · Hazy Fog · Sleet · '?' denotes 'chance of' · Unknown

report this ad

EXHIBIT A

report this ad

Bloomington, IN

Monroe County

1:41 PM EST on March 06, 2017 (GMT -0500)

☐ Today ☐ Forecast

Weather History for KBMG - July, 2016

Average Monthly Precipitation: 6.35in Average Monthly Total: 4.69in

X - Denotes days work could have been performed

July = 5 Days

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1 Actual: 82° | 61° 0.00 in Average: 84° | 64° 0.15 in X	**2** Actual: 74° | 50° 0.01 in Average: 84° | 64° 0.16 in
3 Actual: 69° | 61° 1.33 in Average: 84° | 64° 0.15 in	**4** Actual: 77° | 67° 0.12 in Average: 84° | 64° 0.15 in	**5** Actual: 84° | 70° 0.02 in Average: 84° | 64° 0.16 in	**6** Actual: 83° | 68° 0.51 in Average: 84° | 64° 0.15 in	**7** Actual: 82° | 68° 0.00 in Average: 84° | 64° 0.16 in	**8** Actual: 86° | 68° 0.74 in Average: 84° | 64° 0.18 in	**9** Actual: 82° | 63° 0.00 in Average: 84° | 64° 0.17 in
10 Actual: 84° | 58° 0.00 in Average: 84° | 64° 0.19 in	**11** Actual: 87° | 62° 0.00 in Average: 84° | 64° X	**12** Actual: 83° | 67° 0.01 in Average: 84° | 64° 0.19 in	**13** Actual: 90° | 69° 0.32 in Average: 84° | 64° 0.18 in	**14** Actual: 85° | 68° 0.10 in Average: 84° | 64° 0.20 in	**15** Actual: 85° | 67° 0.00 in Average: 84° | 64° X	**16** Actual: 83° | 61° 0.00 in Average: 84° | 64° 0.21 in
17 Actual: 87° | 62° 0.00 in Average: 84° | 64° 0.21 in	**18** Actual: 81° | 67° 1.29 in Average: 84° | 64° 0.20 in	**19** Actual: 89° | 66° 0.00 in Average: 84° | 64° 0.18 in	**20** Actual: 88° | 71° 0.22 in Average: 84° | 64° 0.18 in	**21** Actual: 89° | 69° 0.00 in Average: 84° | 64° 0.17 in	**22** Actual: 88° | 74° 0.01 in Average: 84° | 64° 0.17 in	**23** Actual: 92° | 69° 0.00 in Average: 84° | 64° 0.16 in
24 Actual: 91° | 72° 0.00 in Average: 84° | 63° 0.13 in	**25** Actual: 90° | 72° 0.00 in Average: 84° | 63° X	**26** Actual: 86° | 69° 0.20 in Average: 84° | 63° 0.10 in	**27** Actual: 88° | 68° 0.00 in Average: 84° | 63° X	**28** Actual: 85° | 68° 1.45 in Average: 84° | 63° 0.11 in	**29** Actual: 84° | 66° 0.02 in Average: 84° | 63° 0.09 in	**30** Actual: 83° | 67° 0.00 in Average: 84° | 63° 0.10 in
31 Actual: 85° | 64° 0.00 in Average: 84° | 63° 0.09 in						

Calendar Legend

EXHIBIT A

report this ad

Bloomington, IN

Monroe County

1:43 PM EST on March 06, 2017 (GMT -0500)

☐ Today ☐ Forecast

Weather History for KBMG - August, 2016

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1 Actual: 83° | 67° 0.42 in Average: 84° | 63° 0.12 in	**2** Actual: 86° | 65° 0.00 in Average: 84° | 63° 0.11 in	**3** Actual: 89° | 67° T in Average: 84° | 63° 0.12 in	**4** Actual: 88° | 71° T in Average: 84° | 63° 0.12 in	**5** Actual: 91° | 69° T in Average: 84° | 63° 0.12 in	**6** Actual: 87° | 65° 0.01 in Average: 84° | 63° 0.11 in
7 Actual: 87° | 63° 0.00 in Average: 85° | 63° 0.11 in	**8** Actual: 87° | 62° 0.00 in Average: 85° | 63° 0.09 in X	**9** Actual: 90° | 65° T in Average: 85° | 62° 0.09 in	Work completed **10** Actual: 87° | 72° 1.50 in Average: 85° | 62° 0.10 in	**11** Actual: 90° | 73° T in Average: 85° | 62° 0.10 in	**12** Actual: 88° | 74° 0.12 in Average: 85° | 62° 0.11 in	**13** Actual: 79° | 73° 0.83 in Average: 85° | 62° 0.09 in
14 Actual: 81° | 70° 1.93 in Average: 85° | 62° 0.08 in	**15** Actual: 82° | 71° 0.69 in Average: 85° | 62° 0.09 in	**16** Actual: 76° | 70° 1.03 in Average: 85° | 62° 0.10 in	**17** Actual: 81° | 67° T in Average: 85° | 62° 0.10 in	**18** Actual: 85° | 67° 0.00 in Average: 85° | 62° 0.13 in	**19** Actual: 84° | 71° 0.00 in Average: 85° | 61° 0.12 in	**20** Actual: 82° | 70° 0.07 in Average: 85° | 61° 0.12 in
21 Actual: 77° | 59° T in Average: 85° | 61° 0.12 in	**22** Actual: 80° | 54° 0.00 in Average: 85° | 61° 0.12 in	**23** Actual: 82° | 56° 0.00 in Average: 85° | 61° 0.12 in	**24** Actual: 87° | 68° 0.21 in Average: 84° | 61° 0.12 in	**25** Actual: 88° | 73° 0.00 in Average: 84° | 60° 0.12 in	**26** Actual: 90° | 69° T in Average: 84° | 60° 0.14 in	**27** Actual: 87° | 71° 0.30 in Average: 84° | 60° 0.13 in
28 Actual: 92° | 69° T in Average: 84° | 60° 0.14 in	**29** Actual: 91° | 68° 0.00 in Average: 84° | 60° 0.13 in	**30** Actual: 90° | 66° 0.23 in Average: 84° | 59° 0.13 in	**31** Actual: 86° | 67° T in Average: 83° | 59° 0.12 in			

X-Denotes days work could have been performed

August = 1 Day

Calendar Legend

Sunny Clear · Mostly Cloudy · Partly Cloudy · Cloudy · Rain · Snow

Hail Flurries · Thunderstorms · Hazy Fog · Sleet · '?' denotes 'chance of' · Unknown

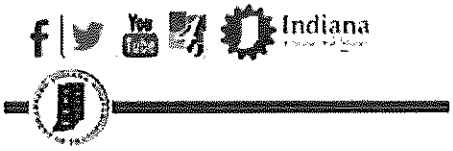
report this ad

Boda, Sharon

From: Wren, Rachel <RWREN@indot.IN.gov>
Sent: Wednesday, March 15, 2017 12:25 PM
To: Boda, Sharon
Subject: RE: R35641 - Response to Pay Application No. 24

I read the letter this time, it seems fine to me. I can't believe that the damages were set at $4000/day. It seems unreasonably high to me.

Rachel Wren, PE
Seymour District Area Engineer
185 Agrico Lane
Seymour, IN 47274
Office: (812) 524-3738
Cell: (812) 525-9407
Email: rwren@indot.in.gov



From: Boda, Sharon [mailto:sboda@structurepoint.com]
Sent: Wednesday, March 15, 2017 11:53 AM
To: Scott Lentz <slentz@weddlebros.com>
Cc: Wren, Rachel <RWREN@indot.IN.gov>; 'Roy Aten' <atenro@bloomington.in.gov>; Mike Hemmerling <mhemmerling@weddlebros.com>; Lee Carmichael <lcarmichael@weddlebros.com>
Subject: RE: R35641 - Response to Pay Application No. 24

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****

Scott

I have reviewed your response letter and have adjusted the amount of Liquidated Damages.

Please review the attached letter and let me know if you have any additional comments or disagree with the content.

Thanks,

Sharon

From: Scott Lentz [mailto:slentz@weddlebros.com]
Sent: Wednesday, March 01, 2017 3:28 PM
To: Boda, Sharon <sboda@structurepoint.com>
Cc: Wren, Rachel <RWREN@indot.IN.gov>; 'Roy Aten' <atenro@bloomington.in.gov>; Mike Hemmerling <mhemmerling@weddlebros.com>; Lee Carmichael <lcarmichael@weddlebros.com>
Subject: R35641 - Response to Pay Application No. 24

Sharon, please see Weddle's response to pay application #24, should you have any questions please do not hesitate to call.

Thanks,

Scott Lentz
Project Manager

WEDDLE BROS. BUILDING GROUP, LLC
A Weddle Bros. Construction Company

Cell: 812-325-5095 | Office: 812-323-2249 | www.weddlebros.com

BEST PLACES TO WORK IN INDIANA 2015

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Boda, Sharon

From:	Scott Lentz <slentz@weddlebros.com>
Sent:	Wednesday, March 01, 2017 3:28 PM
To:	Boda, Sharon
Cc:	Wren, Rachel; 'Roy Aten'; Mike Hemmerling; Lee Carmichael
Subject:	R35641 - Response to Pay Application No. 24
Attachments:	INDOT Response Letter R35641.pdf; Attachments A through J.PDF

Sharon, please see Weddle's response to pay application #24, should you have any questions please do not hesitate to call.

Thanks,

Scott Lentz
Project Manager

WEDDLE BROS. BUILDING GROUP, LLC
A Weddle Bros. Construction Company

Cell: 812-325-5095 | Office: 812-323-2249 | www.weddlebros.com

BEST PLACES TO WORK IN INDIANA 2016

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WEDDLE BROS. HIGHWAY GROUP, LLC
A Weddle Bros. Construction Company
100% Employee Owned

February
~~January~~ 27, 2017
FB

Sharon Boda

7260 Shadeland Station

Indianapolis, IN 47426

Resident Project Representative

RE: R-35641-A, Monroe Co

Dear Ms. Boda,

We are in receipt of your email and pay estimate dated February 14, 2017. Weddle Bros. disagrees with this pay estimate and the assessment of any liquidated damages on this project.

In regard to assessment of 12 days of damages for striping completion we do not understand or accept these charges. Weddle was not aware of any final time extension due to HMA issues until your email dated February 14, 2017. We have no knowledge of how November 20, 2015 was determined as a completion date. The surface paving was delayed by direction of INDOT. The ultimate completion of the paving and the weather dependent striping was beyond the control of Weddle Bros. The project was open and functional to traffic and we reject that any damages are applicable. We submit the following timeline and documentation to support our position:

1. June 22, 2015 Weddle Bros. received your email forwarding an email from INDOT dated June 18, 2015 (attachment A). This email stated INDOT did not want surface pavement placed due to statewide durability issues.

2. July 9, 2015 Weddle Bros. forwarded a letter (attachment B) received from E & B Paving concerning delays from HMA issues and the potential for delay costs. We received no notice from INDOT to proceed with the surfacing. We also were never told of any intent to assess liquidated damages.

3. September 18, 2015 Weddle received a letter from INDOT to E & B Paving (attachment C). Upon receipt of this letter Weddle emailed INDOT to discuss (attachment D). No response was received from INDOT.

4. October 16, 2015 Weddle received an email from E & B Paving saying they agreed with INDOT's proposed asphalt mixture penalties and they would like to complete the surface pavement (attachment E). Weddle again reached out to INDOT (attachment F & G) asking for answers/clarifications. We did not receive a response.

5. The surface pavement was placed October 28 - 29, 2015 in an effort to complete the project. Due to the weather conditions that time of year we completed the painted pavement markings as soon as possible.

We also disagree with the assessment of 87 days of liquidated damages for completion of punchlist items. Weddle Bros. asserts that once we received the inspection on May11, 2016 we proceeded with diligence to complete the items. Two items presented difficulty which were tree replacements and cleaning of the box culvert. The trees required an alternate species to be selected. The box culvert was unsafe to enter due to the depth of water. Weddle Bros. stayed in consistent communication on those issues. The trees were replaced as soon as an alternate selection was approved. The culvert was cleaned as soon as it was safe to enter and complete the work. The project was open for use and these relatively minor issues had no impact on the functionality of the project. We see no basis for the assessment of damages. We offer the following documentation to support our position:

1. Reference email string starting May 11, 2016 forwarding inspection and concluding June 14, 2016 (attachment H). This email string clearly illustrates that from first receipt of the punchlist Weddle and our subcontractor were working with INDOT to get approved replacement trees. After receipt of the June 14, 2017 approval the trees were procured and replaced.

2. Upon receipt of the punchlist Weddle continually monitored the water flow/depth conditions of the creek area until it was safe enough to allow our workers to enter and complete the culvert cleaning. Weddle stayed in constant communication on the conditions with the City of Bloomington and INDOT both verbally and through email (attachment I). Throughout this period Weddle received no indication that waiting for safe conditions was unacceptable. In fact it was our understanding that all parties supported placing safety as the priority.

3. On August 5, 2016 Weddle Bros. received an email from INDOT (attachment J) stating the culvert was dry and the cleaning was to be complete by August 10, 2016 to avoid liquidated damages. There would have been no need to state this plan to assess damages if they were already being assessed dating back to May. This clearly shows that no damage assessment was being accrued on account of the culvert cleaning. Weddle Bros. cleaned the culvert by August 10, 2016 as required.

We assert that pay application #24 concerning this liquidated damages assessment be deleted. Should INDOT or any other entity disagree we request an immediate meeting be scheduled to review and resolve this matter. Please do not hesitate to contact us with any questions.

Respectfully,
Weddle Bros. Highway Group, LLC

Scott Lentz
Project Manager

Boda, Sharon

From: Boda, Sharon
Sent: Tuesday, February 14, 2017 11:22 AM
To: Scott Lentz
Cc: 'Wren, Rachel'
Subject: 17th & Arlington Pay Estimate No. 24
Attachments: R-35641_Pay Estimate No. 24_02142017.pdf

Scott,

Please see the attached Pay Estimate for your review and signature. This estimate is for Liquidated Damages on the 17th & Arlington Roundabout project.

Structurepoint discussed assessing the days with INDOT and the City of Bloomington. The breakdown is as follows:

Proposed Time Extension due to HMA issues: November 20, 2015

Liquidated Damages:

Nov 20 to Nov 30, 2015	= 10 Days	Pavement Markings placed
April 1 to April 2, 2016	= 2 Days	Pavement Markings & other contract items finished
May 15 to Aug 10, 2016	= 87 Days	Required completion date for punch list to actual punch list completion

Total = 99 Days @ $4000/day per the Contract Section 108-C-095 Failure to complete on Time for Calendar Completion Date

Let me know if you have any questions.

Thanks

Sharon Boda
Resident Project Representative

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e sboda@structurepoint.com w www.structurepoint.com

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FORM DAC-25

INDIANA DEPARTMENT OF TRANSPORTATION
CONTRACT INVOICE - VOUCHER
AND
PROGRESS ESTIMATE

Print Date: 02/14/17

CONTID : R -35641
PCN : 0900216

VOUCHER NO : 0024 SEMI-MONTHLY (EVERY 2 WEEKS)
DISTRICT OFFICE : 650

SPEC : 10

CONTRACT DESCRIPTION:
INTERSECTION IMPROVEMENT, ROUNDABOUT
PROJECT NO : NA -0900216
INTERSECTION IMPROVEMENT, ROUNDABOUT
NAME OF ROAD :
PROJECT COUNTY : MONROE

CONTRACTOR :
WEDDLE BROTHERS HIGHWAY GROUP LLC
14601 HIGHWAY 41 NORTH
SUITE 200
EVANSVILLE IN 47725 812-477-4147

TIME ALLWD : 11/28/14 FIXED COMPLETION DATE

MATCHED INVOICE NO. : 14813120024
PV8001481312024
PURCHASE ORDER NO. : 14813120

DATE OF P.O. :

STATE SHARE :	$ -79,200.00
FEDERAL SHARE :	$ -316,800.00
TOTAL DISBURSEMENT :	$-396,000.00
AMT PAID	
AMT LIQ.	
APPROVED FOR PMT	

PAYMENT PERIOD ENDING DATE: 02/01/17

AWD PROJECT AMT	$ 3,198,892.96
CURRENT PROJECT AMT	$ 3,255,694.16
PERCENT COMPLETE	84.04
PROJECT ALLOCATED FUNDS	$ 3,198,892.96
PROJECT FUNDING BALANCE	$462,807.89
P.O. AMOUNT	$ 3,198,892.96
LESS: PAY TO DATE	$ 2,736,085.07
P.O. BALANCE	$ 462,807.89

	TO DATE	THIS STATEMENT
PARTICIPATING	$ 2,736,085.07	$ -396,000.00
NON-PARTICIPATING	0.00	0.00
TOTAL EARNINGS	2,736,085.07	-396,000.00
MATERIAL ALLOWANCE	0.00	0.00
GROSS EARNINGS	2,736,085.07	-396,000.00
RETAINAGE	0.00	0.00
NET EARNINGS	2,736,085.07	-396,000.00
LIQUIDATED DAMAGES	0.00	0.00
CLAIMS ADJUSTMENT 1	0.00	0.00
CLAIMS ADJUSTMENT 2	0.00	0.00
CLAIMS ADJUSTMENT 3	0.00	0.00
AMOUNT DUE	2,736,085.07	-396,000.00
OTHER ADJUSTMENTS	0.00	0.00
PAYABLE		$ -396,000.00

APPROVED FOR PAYMENT BY Sharon Boda
Sharon Boda ~~Wildt, Chuck~~

PE/S:
Approval By:

Approval Date:

FORM DAC-25

STATE FORM 283 (R09/06)

INDIANA DEPARTMENT OF TRANSPORTATION

CONTRACT INVOICE - VOUCHER

AND

PROGRESS ESTIMATE

Print Date: 02/14/17

Contract ID: R -35641 PCN: 0900216 Project: NA -0900216

PLN / CLN	Item Code / Description	Current Qty Unit Price	Units	Prev Qty Qty This Est Qty to Date	Amount This Period	Cumulative Amount
Category Number: 0001 INTERSECTION IMPROVEMENT ROUNDABOUT						
0002 / 0002	109-08359 / LIQUIDATED DAMAGES	1.000 1.00000	DOL	0.000 -396,000.000 -396,000.000	$-396,000.00	$-396,000.00
	Category 0001 **Current Amt**	**$1.00**			**$-396,000.00**	**$-396,000.00**
	Project Total Current Amt	$1.00			$-396,000.00	$-396,000.00

* Non Participating Item

FORM DAC-25

INDIANA DEPARTMENT OF TRANSPORTATION

CONTRACT INVOICE - VOUCHER

AND

PROGRESS ESTIMATE

Print Date: 02/14/17

CONTID : R -35641

VOUCHER NO : 0024 SEMI-MONTHLY (EVERY 2 WEEKS)

SPEC : 10

PCN : 0900216

DISTRICT OFFICE : 650

Pursuant to the provisions and penalties of IC 1971 5-11-10 I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Contractor Sharon Boda Date 2/14/17

Project Engineer Date

District Date

Operations Support Date

Boda, Sharon

From: Boda, Sharon
Sent: Wednesday, January 25, 2017 10:51 AM
To: 'Roy Aten'
Subject: RE: 17th & Arlington Roundabout - Liquidated Damages

Thanks

I'll give Rachel the heads up.

From: Roy Aten [mailto:atenro@bloomington.in.gov]
Sent: Wednesday, January 25, 2017 9:35 AM
To: Boda, Sharon <sboda@structurepoint.com>
Subject: Re: 17th & Arlington Roundabout - Liquidated Damages

Sounds good, see you around 11 AM.

The meeting is at City Hall, Hooker Conference Room (RM 245).

Thanks,

Roy Aten
City Of Bloomington
Planning and Transportation Department
Office: 812-349-3591
Cell: 812-327-3340
Fax: 812-349-3520

On Wed, Jan 25, 2017 at 8:53 AM, Boda, Sharon <sboda@structurepoint.com> wrote:

I can probably be there a little after 11 AM. That will give you all time to discuss Woodlawn.

From: Roy Aten [mailto:atenro@bloomington.in.gov]
Sent: Wednesday, January 25, 2017 7:00 AM
To: Boda, Sharon <sboda@structurepoint.com>
Subject: Re: 17th & Arlington Roundabout - Liquidated Damages

She is scheduled in a meeting with me on Friday (10:30 to 11:30) to discuss some issues with Woodlawn. I am available after that meeting, maybe we can extend that meeting and discuss these issues. Your welcome to attend the 10:30-11:30, it was organized by Eric Everett.

Roy Aten

City Of Bloomington

Planning and Transportation Department

Office: 812-349-3591

Cell: 812-327-3340

Fax: 812-349-3520

On Tue, Jan 24, 2017 at 3:51 PM, Boda, Sharon <sboda@structurepoint.com> wrote:

Roy

I requested a meeting with Rachel Wren last week to discuss the liquidated damages. She stated she had time yesterday, but unfortunately I didn't have time.

Would you be available to meet sometime to discuss?

Let me know and I will see if she is available.

Thanks,

Sharon Boda
I69 Section 5

COE

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Boda, Sharon

From: Boda, Sharon
Sent: Wednesday, November 23, 2016 3:08 PM
To: 'Wren, Rachel'
Cc: Roy Aten
Subject: Contract No. 35641 - 17th & Arlington Roundabout - Weddle Timeline
Attachments: Key Dates.xlsx

Rachel

Please see the attached timeline of Weddle's work after the scheduled contract completion date. Weddle had completed all the non-asphalt related pay items on 6/15/15 which was 76 days after the April 1st end of winter shutdown period.

We need to schedule a meeting to discuss assessing liquidated damages for this project.

Let me know when you are available to meet.

Sharon Boda
RPR

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17th & Arlington Roundabout

NTP Date	3/31/2014
Start Date	5/15/2014
120 Day Closure	7/21/2014
End of 120 Day Closure Period	11/18/2014
Actual Road Open to Traffic Date	12/6/2014

Original Completion Date	11/1/2014
Adjusted Completion Date	11/28/2014

HMA Issue	6/18/2015
Binder Deficiency Construction Memo Received	8/20/2015
HMA Surface Placed	10/29/2015
Original Items Completion Date	4/2/2016
Prefinal Inspection	5/10/2016
Punch List 5 Day Deadline	5/15/2016
Actual Punch List Completion	8/10/2016

Working on Driveways	4/1/2015
Storm Sewer Installation & Topsoil Placement	5/1/2015
Riprap & Mitigation Ditches	6/1/2015
Sidewalk & Mitigation Ditches	6/15/2015
HMA Surface Placement	10/26 & 29/2015
Trees & Landscaping	11/9,12/2015
Pavement Markings	11/20/2015
Video Inspection	3/28,30/2016
Pavement Markings	4/1/2016
Pavement Markings	4/2/2016
Punchlist Items	5/16-23/2016
Punchlist Items Complete (Box Cleaning)	8/10/2016

Non-Asphalt Related Pay Items

Boda, Sharon

From: Boda, Sharon
Sent: Friday, August 05, 2016 10:37 AM
To: 'Scott Lentz'
Cc: 'Wren, Rachel'; Roy Aten; Wildt, Chuck
Subject: R-35641 17th & Arlington Roundabout
Attachments: IMG_1079.JPG

Scott

The box culvert still has not been cleaned. I went and checked this morning and everything is dry. After a possible T-Storm today, the weather looks dry through the end of next Wednesday.

A reasonable expectation is to have this matter taken care of before Wednesday August 10, 2016. I plan to assess Liquidated Damages if the work is not complete by this time.

Thank you for you cooperation.

Sharon Boda

RPR

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Boda, Sharon

From: Boda, Sharon
Sent: Thursday, August 04, 2016 3:05 PM
To: 'Scott Lentz'
Subject: R-35641 17th & Arlington Roundabout

Scott

Has the box culvert been cleaned yet??

Sharon Boda
I69 Section 5
COE

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Boda, Sharon

From: Scott Lentz <slentz@weddlebros.com>
Sent: Wednesday, July 06, 2016 3:10 PM
To: Wren, Rachel
Cc: Boda, Sharon; Roy Aten; Wildt, Chuck
Subject: Re: 17th St & Arlington Rd Roubndabout Punchlist Completion

I believe everything with the exception of cleaning out the box culvert, which is posing quite a challenge with the rains, we have been in communication with the city of Bloomington (Roy Aten)and they are aware we still intend to get it cleaned out as soon as possible.

Thanks,

Scott Lentz
Sent from my iPhone

On Jul 6, 2016, at 2:35 PM, Wren, Rachel <RWREN@indot.IN.gov> wrote:

> Scott,
> What is the status of this work on the punchlist for 17th Street and Arlington? Has this work been completed yet?
> Thanks,
> Rachel Wren
> INDOT Area Engineer
>
> **From:** Boda, Sharon [mailto:sboda@structurepoint.com]
> **Sent:** Saturday, June 25, 2016 7:51 AM
> **To:** Scott Lentz <slentz@weddlebros.com>
> **Cc:** Roy Aten <atenro@bloomington.in.gov>; Wren, Rachel <RWREN@indot.IN.gov>; Wildt, Chuck <CWildt@structurepoint.com>
> **Subject:** 17th St & Arlington Rd Roubndabout Punchlist Completion
>
> **** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****
>
> ---
>
> Scott
>
> Please see the attached letter regarding the completion of the punchlist items for this project.
>
> This work should be completed within the specified time frame.

Sharon Boda
Resident Project Representative

<image001.jpg>

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<image002.jpg> <image003.jpg> <image004.jpg> <image005.jpg> <image006.jpg>

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Boda, Sharon

From: Boda, Sharon
Sent: Tuesday, July 05, 2016 1:39 PM
To: Wren, Rachel
Subject: Re: 17th St & Arlington Rd Roubndabout Punchlist Completion

Rachel,

Sorry I didn't get back to you sooner, I was on vacation last week. No Weddle did not do the work.

Sent from my iPhone

On Jun 30, 2016, at 2:04 PM, Wren, Rachel <RWREN@indot.IN.gov> wrote:

> Sharon,
>
> Did they end up getting this work done?
>
> Rachel Wren, PE
> Indiana Department of Transportation
> Seymour District - Construction
> Area Engineer
>
> ---
>
> **From:** Boda, Sharon <sboda@structurepoint.com>
> **Sent:** Saturday, June 25, 2016 7:50 AM
> **To:** Scott Lentz
> **Cc:** Roy Aten; Wren, Rachel; Wildt, Chuck
> **Subject:** 17th St & Arlington Rd Roubndabout Punchlist Completion
>
> **** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. ****
>
> ---
>
> Scott
>
> Please see the attached letter regarding the completion of the punchlist items for this project.
>
> This work should be completed within the specified time frame.

Sharon Boda
Resident Project Representative

<image001.jpg>

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<image002.jpg> <image003.jpg> <image004.jpg> <image005.jpg> <image006.jpg>

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Boda, Sharon

From: Boda, Sharon
Sent: Saturday, June 25, 2016 7:50 AM
To: 'Scott Lentz'
Cc: Roy Aten; 'Wren, Rachel'; Wildt, Chuck
Subject: 17th St & Arlington Rd Roubndabout Punchlist Completion
Attachments: Punchlist Directive to Weddle_20160624_Signed.pdf

Scott

Please see the attached letter regarding the completion of the punchlist items for this project.

This work should be completed within the specified time frame.

Sharon Boda
Resident Project Representative

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Sharon Boda
American Structurepoint
7260 Shadeland Station
Indianapolis, IN 46256

June 24, 2016

Mr. Scott Lentz
Weddle Brothers Construction Companies
P.O. Box 1330
Bloomington, IN 47402

RE: 17th & Arlington Rd Roundabout Outstanding Punch list Items

Dear Mr. Lentz:

You were provided a punch list for the subject project on May 11, 2016. The punch list was developed from the Pre-final Inspection held on May 10, 2016. As of today, there are still outstanding items remaining. Per INDOT standard specification 108.09, "However, five work days will be allowed after notification from the Department to complete all corrective or clean up work necessary for final inspection. Thereafter, time will be charged for each day the work remains uncompleted."

This letter is intended to provide notice that Weddle Brothers Construction has TWO business days to complete the work remaining on the punchlist, before liquidated damages are assessed. The original punch list is attached of the remaining items. At a minimum, the items highlighted in yellow are to be completed in these two days.

If there are any questions or concerns with regard to this letter, please contact me as soon as possible.

Sincerely,

Sharon Boda

Sharon Boda
Resident Project Representative
American Structurepoint
812.216.3994

Boda, Sharon

From: Boda, Sharon
Sent: Wednesday, June 22, 2016 3:15 PM
To: 'Wren, Rachel'
Cc: Roy Aten
Subject: FW: 17th St & Arlington Rd Roundabout - Outstanding Issues

Rachel,

Weddle is not taking any action cleaning out the box culver or attempting to address CBU's issues with the storm sewer, other than to say that the necessary repairs are under the pavement. After various discussions/correspondence with Weddle a, it seems they are not going to take any action resolve these issues, at this point.

Please give me a call to discuss at your convenience. 812.216.3994

Thanks,

Sharon

From: Boda, Sharon
Sent: Wednesday, June 22, 2016 2:07 PM
To: 'Scott Lentz' <slentz@weddlebros.com>
Subject: RE: 17th St & Arlington Rd Roundabout - Outstanding Issues

Scott,

To my knowledge, Item #4 is the only item that has been taken care of to date. We need to get these taken care of ASAP.

From: Boda, Sharon
Sent: Monday, June 06, 2016 4:39 PM
To: Scott Lentz <slentz@weddlebros.com>
Cc: Roy Aten <atenro@bloomington.in.gov>
Subject: 17th St & Arlington Rd Roundabout - Outstanding Issues

Scott,

We still have a few outstanding issues on this project that need to be taken care of: 1. Clean the box culvert 2. Address CBU's issues 3. Replace trees 4. Adjust signs – if not done already.
Please take care of these items as soon as possible.

Please let me know if you have any questions.

Thanks

Sharon Boda
Resident Project Representative

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Thanks

Sharon Boda
Resident Project Representative

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Thanks

Sharon Boda
Resident Project Representative

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Boda, Sharon

From:	Boda, Sharon
Sent:	Monday, May 23, 2016 1:14 PM
To:	Scott Lentz
Cc:	Roy Aten; 'Wren, Rachel'; 'Jane Fleig'
Subject:	17th & Arlington Roundabout
Attachments:	17th & Arlington Roundabout_Pre-Final Walk-thru Notes (UPDATED)_23May16.pdf

Scott,

Please see the attached UPDATED list of punch list items from CBU that need to be addressed.

Sharon Boda
I69 Section 5
COE

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CITY OF BLOOMINGTON UTILITIES
Engineering Department

May 23, 2016

RE: **UPDATED DEFICIENCY NOTES for the 17th & Arlington Roundabout (per CBU)**

1. The CBU inspector (Mike Runyon) has verified that the following deficient items have been satisfactorily corrected.

   - WATER: (***COMPLETED***)
     1. Unable to locate the hydrant valve for Hydrant #4145 located near 1304 W 17th. Uncover so that CBU can inspect it.
     2. Hydrant #4143 on the S-side of the Booster Station needs dirt & grading work.

   - STORM: (***COMPLETED***)
     1. Str 132 – remove the 4x4 from inside the structure
     2. Clean out rocks & debris from the following structures:
        a. Str 107, 123, 124, and 143 (a lot of rocks)
     3. Str 143 – seal inside of the MH
     4. Box culvert on the W-side of the roundabout has a lot of rocks & debris. Clean out.
     5. Erosion channel in the gravel drive near 1111 W 17th St, and leads to the creek. Make appropriate corrections to fix and prevent future issues.

2. **VIDEO INSPECTIONS**: CBU is still awaiting TV inspections of the following storm infrastructure. Final approval cannot be release until these are submitted and adequate review & response time is given.

   - INITIAL INSPECTIONS: (these sections still have not been submitted to CBU)

     1. Str 101 – 101A
     2. Str 120 – 121
     3. Str 121 – 122
     4. Str 128
     5. Str 129
     6. Str 143 – 144
     7. Str 125 – 126 (previous video of this section was unusable)

   - VERIFICATION OF CORRECTIONS MADE:

     1. Str 102 – 143: Pipe appears out of round (oval), damage shown at 77', and joints are not sealed.
     2. Str 115 – 113: Pipe appears out of round (oval) at 5'
     3. Str 116 – 117: Video reveals an unidentifiable anomaly at the end of the run.
     4. Str 117 – 115: Seams are cracked and breaking apart on multiple sections.
     5. Str 118 – 117: Rocks in pipe, seal inlet, review bell at the beginning of the video.
     6. Str 122 – 124: Pipe appears out of round (oval)
     7. Str 130 – 133: Pipe appears to bend; cracks in barrel section of Str 130

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8. Str 134 – 133: Cracks in the frame of Str 134
9. Str 138 – 139: Re-seal inlet Str 138
10. Str 140 – 136: Joint at 36' is damaged
11. Str 141A – 143: Pipe appears out of round (oval) at 2'; pipe indented and torn open on the top at 20'.
12. Str 143 – 143: Rubber gasket partially exposed and obstructing camera from passing at 36'.

Boda, Sharon

From: Boda, Sharon
Sent: Friday, May 20, 2016 2:02 PM
To: 'David Slusser'
Subject: RE: Contract R-35641 Pre-Final Inspection Punch list

Yes – I mis-counted on 17th St. There are 6 trees total.

From: David Slusser [mailto:DavidS@earthimagesinc.com]
Sent: Friday, May 20, 2016 1:59 PM
To: Boda, Sharon <sboda@structurepoint.com>
Subject: RE: Contract R-35641 Pre-Final Inspection Punch list

So, just to confirm.....there are 6 trees instead of 5?

David Slusser
Earth Images, Inc.
Direct: (812) 728-8297 T: (812) 923-8386 (ext 515) F: (812) 923-7505
Email: davids@earthimagesinc.com, Web: www.earthimagesinc.com

Click here to upload files to Citrix ShareFile

Equal Opportunity Employer

From: Boda, Sharon [mailto:sboda@structurepoint.com]
Sent: Friday, May 20, 2016 1:28 PM
To: David Slusser <DavidS@earthimagesinc.com>
Subject: RE: Contract R-35641 Pre-Final Inspection Punch list

Dave

I have attached a marked up drawing of the trees that need to be replaced. 1 is a Ivory Silk Lilac (by the booster station), the other 5 are Maples (along the south side of 17th St)

From: David Slusser [mailto:DavidS@earthimagesinc.com]
Sent: Thursday, May 12, 2016 11:33 AM
To: Boda, Sharon <sboda@structurepoint.com>; Scott Lentz <slentz@weddlebros.com>
Cc: Chuck Shackelford <chucks@earthimagesinc.com>
Subject: RE: Contract R-35641 Pre-Final Inspection Punch list

Sharon,

Could you do me a favor and annotate those on this drawing? I apologize.....I just want to be certain we are talking about the same trees as planned. Sometimes it's difficult to tell the type of tree by a photo....this way we'll make sure we get what was planned.

David Slusser
Earth Images, Inc.

Direct: (812) 728-8297 T: (812) 923-8386 (ext 515) F: (812) 923-7505
Email: davids@earthimagesinc.com, Web: www.earthimagesinc.com

Click here to upload files to Citrix ShareFile

Equal Opportunity Employer

From: Boda, Sharon [mailto:sboda@structurepoint.com]
Sent: Thursday, May 12, 2016 9:25 AM
To: Scott Lentz <slentz@weddlebros.com>; David Slusser <DavidS@earthimagesinc.com>
Cc: Chuck Shackelford <chucks@earthimagesinc.com>
Subject: RE: Contract R-35641 Pre-Final Inspection Punch list

Dave

I have attached photos of the trees that need to be replaced. I believe the 4 on 17th St are maples, but I'm not sure what the other one is on the south side of the booster station.

Hope this helps

From: Scott Lentz [mailto:slentz@weddlebros.com]
Sent: Wednesday, May 11, 2016 4:06 PM
To: 'David Slusser' <DavidS@earthimagesinc.com>
Cc: Boda, Sharon <sboda@structurepoint.com>; Chuck Shackelford <chucks@earthimagesinc.com>
Subject: RE: Contract R-35641 Pre-Final Inspection Punch list

Yes, send the plan sheet and between Sharon and I we should be able to show the ones in question.

Thanks,
Scott

From: David Slusser [mailto:DavidS@earthimagesinc.com]
Sent: Wednesday, May 11, 2016 1:59 PM
To: Scott Lentz <slentz@weddlebros.com>
Cc: 'Boda, Sharon' <sboda@structurepoint.com>; Chuck Shackelford <chucks@earthimagesinc.com>
Subject: RE: Contract R-35641 Pre-Final Inspection Punch list

Hey Scott. If I sent you a plan sheet showing the trees, could you have someone annotate the drawing showing which trees need replaced? All nurseries have stopped digging trees at this point in the season, so I need to verify that we can get replacements. Typically the spring inspection would have been made much earlier so we could have time to obtain trees before the digging season ended. I also need to confirm the warranty dates.

I've copied Chuck Shackelford on this email, and he will take care of making sure everything is done except the replacements until we can get a handle on what we can do on those.

David Slusser
Earth Images, Inc.
Direct: (812) 728-8297 T: (812) 923-8386 (ext 515) F: (812) 923-7505
Email: davids@earthimagesinc.com, Web: www.earthimagesinc.com

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From: Scott Lentz [mailto:slentz@weddlebros.com]
Sent: Wednesday, May 11, 2016 1:50 PM
To: David Slusser <DavidS@earthimagesinc.com>
Cc: 'Boda, Sharon' <sboda@structurepoint.com>
Subject: FW: Contract R-35641 Pre-Final Inspection Punch list

David, could you please have someone address the tree issues on the punch list

Thanks,

Scott Lentz
Project Manager

WEDDLE BROS. BUILDING GROUP, LLC
A Weddle Bros. Construction Company

Cell: 812-325-5095 | Office: 812-323-2249 | www.weddlebros.com

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From: Boda, Sharon [mailto:sboda@structurepoint.com]
Sent: Wednesday, May 11, 2016 1:36 PM
To: Scott Lentz <slentz@weddlebros.com>
Cc: Roy Aten <atenro@bloomington.in.gov>; Wren, Rachel <RWREN@indot.IN.gov>; Jane Fleig <fleigj@bloomington.in.gov>; Wildt, Chuck <CWildt@structurepoint.com>
Subject: Contract R-35641 Pre-Final Inspection Punchlist

Scott,

Please find the attached Punchlist from yesterday's Pre-Final Inspection. The items on the list should be completed within 5 days of receipt.

Please contact me with questions you may have with any of the items on the list.

Thank you,

Sharon Boda

Resident Project Representative

ENHANCING COMMUNITIES SINCE 1966

AMERICAN STRUCTUREPOINT INC.

7260 Shadeland Station
Indianapolis, IN 47426
c 812.216.3994
e sboda@structurepoint.com w www.structurepoint.com

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Boda, Sharon

From:	Boda, Sharon
Sent:	Wednesday, May 11, 2016 1:36 PM
To:	slentz@weddlebros.com
Cc:	Roy Aten; 'Wren, Rachel'; 'Jane Fleig'; Wildt, Chuck
Subject:	Contract R-35641 Pre-Final Inspection Punchlist
Attachments:	Pre-Final Inspection Punchlist_05112016.pdf

Scott,

Please find the attached Punchlist from yesterday's Pre-Final Inspection. The items on the list should be completed within 5 days of receipt.

Please contact me with questions you may have with any of the items on the list.

Thank you,

Sharon Boda
Resident Project Representative

ENHANCING COMMUNITIES SINCE 1966

AMERICAN STRUCTUREPOINT INC

7260 Shadeland Station
Indianapolis, IN 47426
c 812.216.3994
e sboda@structurepoint.com w www.structurepoint.com

Voted "Best Place to Work in Indiana"

Contract R-35641
17th & Arlington Rd Roundabout
City of Bloomington, IN

Pre-Final Inspection:

Attendees:

American Structurepoint	City of Bloomington	INDOT	Weddle Brothers
Sharon Boda	Andrew Cibor	Rachel Wren	Scott Lentz
Chuck Wildt	Roy Aten		
Nick Murphy	Mike Stinson		
	Mike Runyon		
	Tonia Lucas		

PUNCHLIST:
(Stationing is approximate)

1. ~~Saw joints on curb west of CBU drive at lift station. - STA 103+50 to STA 104+50 LT~~
2. ~~Re-stake trees on north side of W 17th St. STA 101+50 to STA 104+50 LT~~
3. ~~Remove remaining lath through-out jobsite~~
4. ~~Locate valve for hydrant at 102+40 LT~~
5. ~~Perform grading work around fire hydrant at STA 208+55 RT~~
6. ~~Address erosion at west end of Retaining Wall #4. STA 104+20 RT - Suggest placing additional dirt, seeding and erosion control blanket.~~
7. ~~Remove wood bracing in STR #132 - STA 103+50 RT~~
8. ~~Repair areas of rust on handrail - Retaining Wall #4 in various locations~~
9. ~~Clean and seal STR #143 STA 106+60 (Island)~~
10. ~~Clean out debris from STR #107 STA 208+30 CL, STR #123 STA 305+15 LT, STR #124 STA 305+30 RT~~
11. ~~Properly install casting grate on STR #123. Check for proper installation at all inlets locations – arrows on grate need to be in direction of flow.~~
12. Clean out 9x6 box culvert STA 106+60 RT
13. ~~Trim erosion control blanket and install riprap on south side of ditch at STA 106+25 RT to address washout~~
14. ~~Repair gravel drive washout at Jericho Metals STA 304+55 LT~~
15. ~~Correct signage placement in roundabout – Ensure proper sign height installation, correct arrow direction at crosswalks, and sign anchor heights. Schedule onsite meeting with Mike Stinson (City of Bloomington – Streets Dept) to ensure all concerns are addressed.~~
16. Replace dead trees on south side of 17th St STA 207+00 to STA 212+00 RT
17. ~~Repair washout on either side of curb turnout at STA 214+50 RT~~
18. ~~Fill small hole in WB lane at east project limits STA 217+00 LT~~
19. ~~Raise "Roundabout" sign at STA 211+50 LT~~
20. ~~Remove sonnet tubes from light pole foundations~~
21. ~~Address block retaining wall trip hazard, east side of entrance to CBU lift station STA 105+00 LT~~
22. Address items on the video inspection portion of the attached list from City of Bloomington Utilities.

CITY OF BLOOMINGTON UTILITIES
Engineering Department

May 23, 2016

RE: **UPDATED DEFICIENCY NOTES for the 17th & Arlington Roundabout (per CBU)**

1. The CBU inspector (Mike Runyon) has verified that the following deficient items have been satisfactorily corrected.

   - WATER: (***COMPLETED***)
     1. Unable to locate the hydrant valve for Hydrant #4145 located near 1304 W 17th. Uncover so that CBU can inspect it.
     2. Hydrant #4143 on the S-side of the Booster Station needs dirt & grading work.

   - STORM: (***COMPLETED***)
     1. Str 132 – remove the 4x4 from inside the structure
     2. Clean out rocks & debris from the following structures:
        a. Str 107, 123, 124, and 143 (a lot of rocks)
     3. Str 143 – seal inside of the MH
     4. Box culvert on the W-side of the roundabout has a lot of rocks & debris. Clean out.
     5. Erosion channel in the gravel drive near 1111 W 17th St, and leads to the creek. Make appropriate corrections to fix and prevent future issues.

2. **VIDEO INSPECTIONS**: CBU is still awaiting TV inspections of the following storm infrastructure. Final approval cannot be release until these are submitted and adequate review & response time is given.

   - INITIAL INSPECTIONS: (these sections still have not been submitted to CBU)

     1. Str 101 – 101A
     2. Str 120 – 121
     3. Str 121 – 122
     4. Str 128
     5. Str 129
     6. Str 143 – 144
     7. Str 125 – 126 (previous video of this section was unusable)

   - VERIFICATION OF CORRECTIONS MADE:

     1. Str 102 - 143: Pipe appears out of round (oval), damage shown at 77', and joints are not sealed.
     2. Str 115 – 113: Pipe appears out of round (oval) at 5'
     3. Str 116 – 117: Video reveals an unidentifiable anomaly at the end of the run.
     4. Str 117 – 115: Seams are cracked and breaking apart on multiple sections.
     5. Str 118 – 117: Rocks in pipe, seal inlet, review bell at the beginning of the video.
     6. Str 122 – 124: Pipe appears out of round (oval)
     7. Str 130 – 133: Pipe appears to bend; cracks in barrel section of Str 130

City of Bloomington Utilities • 600 E Miller Dr • PO Box 1216 • Bloomington IN 47402-1216 • Phone (812) 349-3660 • Fax (812) 331-5961

8. Str 134 – 133: Cracks in the frame of Str 134
9. Str 138 – 139: Re-seal inlet Str 138
10. Str 140 – 136: Joint at 36' is damaged
11. Str 141A – 143: Pipe appears out of round (oval) at 2'; pipe indented and torn open on the top at 20'.
12. Str 143 – 143: Rubber gasket partially exposed and obstructing camera from passing at 36'.

Boda, Sharon

From: Scott Lentz <slentz@weddlebros.com>
Sent: Friday, October 23, 2015 10:32 AM
To: 'Stafford, Kirk'; Boda, Sharon
Cc: 'Roy Aten'
Subject: FW: [PossibleSpam] Fwd: R-35641 HMA Determination
Attachments: R-35641 HMA Determination (Signed).pdf

Importance: High

Kirk, I understand Joe is out of the office until Monday, I need answers/clarifications on the paving issues for R-35641-A, E & B Paving is accepting penalties and would like to pave next Monday/Tuesday but Weddle Bros. has yet to be notified by INDOT this is acceptable, I understand we all have busy schedules but if someone from INDOT could please call/email me today to advise on this issue I would appreciate it. Weddle Bros as well as the City of Bloomington would love nothing more than to have final pavement installed and put this job behind us before inclement weather sets in but we need reassurance from INDOT that this is acceptable.

Thank you,

Scott Lentz
Project Manager
Weddle Bros. Building Group, LLC
1201 West Third Street
Bloomington, IN 47402
Direct, (812) 323-2249
Mobile, (812) 325-5095
Fax, (812) 339-4260

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From: Scott Lentz
Sent: Friday, October 23, 2015 9:58 AM
To: 'jjones@indot.IN.gov' <jjones@indot.IN.gov>
Subject: FW: [PossibleSpam] Fwd: R-35641 HMA Determination
Importance: High

Joe, could you please call me today concerning the above mentioned contract, I have been notified by E & B Paving they are accepting the penalties and would like to pave next Monday/Tuesday but I would like to discuss more in depth to understand better where Weddle Bros. stands within this issue. Weddle Bros. has yet to receive this letter from INDOT we only received it from E & B Paving. Please call today as I know also the City of Bloomington as well as Weddle Bros. would like to have this contract complete before inclement weather sets in.

Thank you,

Scott Lentz
Project Manager
Weddle Bros. Building Group, LLC
1201 West Third Street
Bloomington, IN 47402
Direct, (812) 323-2249
Mobile, (812) 325-5095
Fax, (812) 339-4260

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From: Scott Lentz
Sent: Friday, September 18, 2015 10:27 AM
To: 'JJONES@indot.in.gov' <JJONES@indot.in.gov>
Subject: FW: [PossibleSpam] Fwd: R-35641 HMA Determination

Joe, could you please call me at your earliest opportunity to discuss.

Thanks,

Scott Lentz
Project Manager
Weddle Bros. Building Group, LLC
1201 West Third Street
Bloomington, IN 47402
Direct, (812) 323-2249
Mobile, (812) 325-5095
Fax, (812) 339-4260

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From: Garrett Gough [mailto:garrett.gough@ebpaving.com]
Sent: Friday, September 18, 2015 10:11 AM
To: Scott Lentz <slentz@weddlebros.com>
Cc: Brian Dyer <brian.dyer@ebpaving.com>; Todd Hoops <todd.hoops@ebpaving.com>
Subject: [PossibleSpam] Fwd: R-35641 HMA Determination

Scott,

See attached letter concerning the asphalt laid in 2014 on the K Intersection project.

Also, it looks like we would be able to perform the asphalt paving on IU Rec Sports project either next Friday or the following Tuesday depending upon how weather affects us. We will be in contact next Tuesday to pin down an exact date.

Thanks,

Garrett Gough
E&B Paving, Inc.
Estimator/Project Manager, Bloomington
Phone: (812)334-7940

Mobile: (812)592-0173

---------- Forwarded message ----------
From: **Todd Hoops** <toddhoops@ebpaving.com>
Date: Fri, Sep 18, 2015 at 10:02 AM
Subject: Fwd: R-35641 HMA Determination
To: Garrett Gough <garrettgough@ebpaving.com>

This was the original e-mail that Joe Jones sent me with the letter for the K-Intersection old mixes attached.

I talked to him on the phone after he sent it to us and he realized it should have went to Weddle Bros as they are the General Contractor on the job and he said that he would re-do it and send to Weddle

Thanks,

Todd Hoops
Bloomington Area Manager
2520 W Industrial Park Drive
Bloomington, Indiana 47404
Office: (812) 334-7940
Fax: (812) 334-7941
Cell: (812) 305-0755
todd.hoops@ebpaving.com
www.ebpaving.com

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---------- Forwarded message ----------
From: **Jones, Joseph** <JJONES@indot.in.gov>
Date: Wed, Aug 19, 2015 at 9:49 AM
Subject: RE: R-35641 HMA Determination
To: Chad Hartwick <chad.hartwick@ebpaving.com>, "todd.hoops@ebpaving.com" <todd.hoops@ebpaving.com>
Cc: "Butcher, Lynn" <LButcher@indot.in.gov>, "Tally, Robert" <RTally@indot.in.gov>, "Holtz, David" <DHOLTZ@indot.in.gov>, "Leckie, John" <JLECKIE@indot.in.gov>, "Mcclellan, Tony" <TMcclellan@indot.in.gov>

Mr. Hoops

Attached please find a letter concerning the HMA that was placed on the above noted contract. The original copy of the letter will be mailed to you.

Mr. Hartwick

Please accept my apologies for sending you the previous e-mail with inaccurate information

Thank You

Joseph A. Jones

District Construction Director

Seymour District Construction

812-524-3931

jjones@indot.IN.gov

From: Jones, Joseph
Sent: Wednesday, August 19, 2015 8:27 AM
To: 'Chad Hartwick'
Cc: Butcher, Lynn; Tally, Robert; Holtz, David; Leckie, John; Mcclellan, Tony
Subject: R-35641 HMA Determination

Mr. Hartwick

Attached please find a letter concerning the HMA that was placed on the above noted contract. The original copy of the letter will be mailed to you.

Thank You

Joseph A. Jones

District Construction Director

Seymour District Construction

812-524-3931

jjones@indot.IN.gov

INDIANA DEPARTMENT OF TRANSPORTATION

Seymour District
185 Agrico Lane
Seymour, IN, 47274

PHONE: (812) 522-5649
FAX: (812) 523-3265

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

8/19/15

Todd Hoops
Area Manager
E & B Paving, Inc.
2520 W. Industrial Park Dr.
Bloomington, IN 47404

Re: Asphalt Mixtures
INDOT Contract R-35641
Arlington Rd, 17th St, and Monroe St.
Bloomington, Indiana

Dear Todd,

I am writing this letter in reference to the E&B mix designs for Contract R-35641 and the HMA materials that were placed in 2014. Specifically, asphalt mix designs 145243D and 145244D show calculated deficiencies.

145243D (19.0 mm Intermediate)(QC/QA HMA)
- Contract R-35641 shows that 616.36 tons have been placed at $60.00/ton. Samples will be obtained and tested. The calculated delta Pb (Calculated Asphalt Deficiency) for this material is 0.76.

145243D (19.0 mm Intermediate)(Widening)
- Contract R-35641 shows that 4.10 tons have been placed at $378.58/ton. Samples will be obtained and tested. The calculated delta Pb (Calculated Asphalt Deficiency) for this material is 0.76.

145244D (25.0 mm)(Widening)
- Contract R-35641 shows that 6.50 tons have been placed at $378.58/ton. Samples will be obtained and tested. The calculated delta Pb (Calculated Asphalt Deficiency) for this material is 0.60.

145244D (25.0 mm Base)(QC/QA HMA)
- Contract R-35641 shows that 903.48 tons have been placed at $53.00/ton. Samples will be obtained and tested. The calculated delta Pb (Calculated Asphalt Deficiency) for this material is 0.60.

In addition, 633 tons of surface mix at $64/ton remains to be placed over the above noted 2014 mixes.

INDIANA DEPARTMENT OF TRANSPORTATION

Seymour District
185 Agrico Lane
Seymour, IN, 47274

PHONE: (812) 522-5649
FAX: (812) 523-3265

Michael R. Pence, Governor
Brandye Hendrickson, Commissioner

Based on the calculated delta Pb (Calculated Asphalt Deficiency) values and early estimates for the 2014 mix designs as noted above, INDOT believes that these deficiencies will result in a loss of at least **10%** of the expected performance life for the **full** HMA pavement structure in the areas affected by the deficiency. These asphalt deficiencies and the resulting significant diminution in performance life will require INDOT to perform additional maintenance efforts at significant costs to the taxpayer. INDOT will complete the calculated delta Pb calculations for the 2015 mix designs to confirm that they are valid mix designs without a deficiency and may modify the above noted percentages depending on those results.

Section 401.10 of the 2012 INDOT Standard Specifications states that "all areas showing an excess or deficiency of binder shall be removed and replaced." Section 402.10 of those same specifications also states that "all areas showing an excess or deficiency of asphalt materials shall be removed and replaced." However, in lieu of requiring the above identified Asphalt materials to be removed and replaced, INDOT is willing to accept offers/proposals to resolve these deficiencies. Such solutions could include: (1) a reduction of pay to E&B for deficient materials already placed (and for those additional materials that will be placed on top of the deficient asphalt materials); or 2) a lump sum payment from E&B to INDOT to cover the decrease in value/service life of the materials provided. The reduction in pay may be based on the loss of calculated and/or tested deficiencies as they relate to the expected loss of performance life of these pavements as stated above.

INDOT is interested in moving this project forward as soon as possible and seeks your response August 26, 2015. However, in the interim, INDOT does not waive any rights to seek other remedies as allowed under the terms of Contract R-35641, or at law or equity. Please contact me with any questions.

Sincerely,

Joseph Jones
District Construction Director
INDOT
Seymour District Construction

Boda, Sharon

From: Boda, Sharon
Sent: Thursday, July 23, 2015 3:57 PM
To: Jones, Joseph
Subject: RE: R-35641 HMA information

Joe

Here is the breakdown for the HMA used on this project

Dave O'Mara

Item #41 – Widening with HMA **(6.5 Tons Base** and **4.06 Tons** Intermediate) Mix 145244D, Mix 145253D
Item #44 – Intermediate, 19.0 mm **616.39 Tons** Mix 145244D
Item #45 – Base, 25.0 mm **903.49 Tons** Mix 145253D

E&B Paving

Item #53 – HMA for Sidewalk - 234.51 Tons Total
~ **155 Tons of Intermediate** Mix Design 155249D
~ 79 Tons Surface Mix Design 155248D

Item #124 – HMA for Structure Installation
48.06 Tons of Intermediate Mix Design 155249D
Surface not yet placed Mix Design 155248D

I hope this helps

Sharon

From: Jones, Joseph [mailto:JJONES@Indot.IN.gov]
Sent: Thursday, July 23, 2015 2:21 PM
To: Boda, Sharon
Subject: RE: R-35641 HMA information

Sharon

Please call me at the number below.

Joseph A. Jones
District Construction Director
Seymour District Construction
812-524-3931

jjones@indot.IN.gov

From: Boda, Sharon [mailto:sboda@structurepoint.com]
Sent: Thursday, July 23, 2015 2:19 PM
To: Jones, Joseph
Cc: Stafford, Kirk
Subject: RE: R-35641 HMA information

Joe

The following tonnages were placed on this project by Dave O'Mara

910 Tons of HMA Base Mix Design #145244D
620 Tons of HMA Intermediate Mix Design # 145253D

I have also attached the mix design sheets.

Let me know if you need anything else.

Thanks

From: Jones, Joseph [mailto:JJONES@indot.IN.gov]
Sent: Thursday, July 23, 2015 9:42 AM
To: Boda, Sharon
Subject: R-35641 HMA information

Sharon

I need more information for HMA items 53 and 124 for the above noted contract. Please provide me with a breakdown for each item as to how much of each type of mix was used for the items. I need to know mix design, and tonnages for each type of mix used on each of the items.

Thank You

Joseph A. Jones
District Construction Director
Seymour District Construction
812-524-3931
jjones@indot.IN.gov

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Boda, Sharon

From: Boda, Sharon
Sent: Thursday, July 23, 2015 2:19 PM
To: Jones, Joseph
Cc: Stafford, Kirk
Subject: RE: R-35641 HMA information
Attachments: 145244.xlsx; 145253.xlsx

Joe

The following tonnages were placed on this project by Dave O'Mara

910 Tons of HMA Base Mix Design #145244D
620 Tons of HMA Intermediate Mix Design # 145253D

I have also attached the mix design sheets.

Let me know if you need anything else.

Thanks

From: Jones, Joseph [mailto:JJONES@indot.IN.gov]
Sent: Thursday, July 23, 2015 9:42 AM
To: Boda, Sharon
Subject: R-35641 HMA information

Sharon

I need more information for HMA items 53 and 124 for the above noted contract. Please provide me with a breakdown for each item as to how much of each type of mix was used for the items. I need to know mix design, and tonnages for each type of mix used on each of the items.

Thank You

Joseph A. Jones
District Construction Director
Seymour District Construction
812-524-3931
jjones@indot.IN.gov

Boda, Sharon

From:	Boda, Sharon
Sent:	Thursday, July 09, 2015 3:20 PM
To:	Scott Lentz
Cc:	Stafford, Kirk; Roy Aten; Wildt, Chuck
Subject:	RE: R-35641-A - E&B NOTICE OF DELAY
Attachments:	SKM_C284e15070711500.pdf

Scott

This email is to acknowledge receiving the Notice of Delay Letter from E & B Paving , in regard to the placement of the HMA surface on Contract R-35641 (17th & Arlington Roundabout).

The letter will be reviewed and evaluated, as to whether the circumstances involving the placement of the HMA surface course, warrant a delay.

Hopefully, this situation can be resolved in a timely manner, which will benefit all parties involved.

From: Scott Lentz [mailto:slentz@weddlebros.com]
Sent: Thursday, July 09, 2015 2:09 PM
To: Boda, Sharon
Subject: FW: R-35641-A - E&B NOTICE OF DELAY

Sharon, please see the attached letter from E & B Paving concerning the asphalt surface placement.

Thanks Scott,

From: Todd Hoops [mailto:todd.hoops@ebpaving.com]
Sent: Tuesday, July 07, 2015 11:58 AM
To: Scott Lentz
Cc: Gary Stebbins; John Eller; Larry Canterbury; Tony Evans; Brian Crume; Garrett Gough
Subject: R-35641-A - E&B NOTICE OF DELAY

Scott,

Attached is a letter that E&B would like Weddle to submit to INDOT.

E&B has been sending these letters on contracts that are being or will be potentially delayed due to on-going asphalt mix issues.

Thanks,

Todd Hoops
Bloomington Area Manager
2520 W Industrial Park Drive
Bloomington, Indiana 47404

Office: (812) 334-7940
Fax: (812) 334-7941
Cell: (812) 305-0755
todd.hoops@ebpaving.com
www.ebpaving.com

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World-Class Solutions at a Local Level℠

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---------- Forwarded message ----------
From: <eb_bloomington@ebpaving.com>
Date: Tue, Jul 7, 2015 at 12:50 PM
Subject: E&B Paving Scan to e-mail
To: todd.hoops@ebpaving.com

You have received a "Scan to E-Mail" document from E&B Paving, Inc. in Bloomington, IN. Please see attachment.

E&B PAVING.Inc
World-Class Solutions at a Local Level℠

July 7, 2015

Weddle Bros. Building Group, LLC
1201 West third Street
Bloomington, IN 47402
Attn: Scott Lentz, Project Manager

Re: INDOT Contract R-35641-A
17th St K-Intersection Bloomington
E&B Job #35150009
Notice of Delay

Scott,

This letter is to apprise the Indiana Department of Transportation ("INDOT") of delays E&B Paving, Inc. ("E&B") has experienced on R-35641-A due to the recent events and questions raised by INDOT regarding the design mix and job mix formulas that have been utilized by E&B and the impact the circumstances are likely to have on the upcoming 2015 asphalt production schedules. While E&B is aware of INDOT's concerns regarding asphalt mix installed in prior years, and is still willing to discuss and resolve those issues, the decision by INDOT to prohibit E&B from installing 2015 asphalt over existing asphalt installed on project R-35641-A last year is going to have an adverse impact on E&B's production schedule and will force E&B into requesting additional time and potentially compensation from INDOT to the extent it continues to refuse to allow E&B to place asphalt over the lower courses installed in last year.

We are concerned any further delays in E&B being released to place asphalt on this project is going to cause this issue to become an even bigger problem. E&B proposes that both E&B and INDOT reserve their rights concerning the lower courses of asphalt and any potential remedy to resolve these issues in the future to allow INDOT to approve the commencement of installation of asphalt based upon 2015 approved mix designs and not further delay this project.

While E&B does not agree with INDOT's position concerning the asphalt installed on this project, it does not want to further exacerbate this problem by continuing to delay the installation of 2015 asphalt over the top of the existing asphalt. This will only cause additional financial burdens and hardships to both E&B and INDOT should this project go into a delay scenario. As such, E&B requests that INDOT immediately begin the process of approving both the design mixes, job mixes and the commencement of installation of asphalt on this project at its very earliest convenience. Otherwise, in the event INDOT refuses to approve design and job mixes for this Project, you should consider this to be E&B's notice, pursuant to Sections 104.02, 105.16, and 108.08, of the INDOT Standard Specifications that it is entitled to additional time and compensation for the delays that are caused to this Project due to INDOT's refusal to approve HMA mixes.

Thank you for your consideration.

Respectfully,

E&B PAVING, INC.

Todd Hoops

Todd Hoops
Bloomington Area Manager

AN EQUAL OPPORTUNITY EMPLOYER

2520 W. Industrial Park Drive • Bloomington, IN 47404
PHONE: 812.334.7940 • FAX: 812.334.7941
www.ebpaving.com

ASPHALT AND CONCRETE CONTRACTORS

Boda, Sharon

From:	Roy Aten <atenro@bloomington.in.gov>
Sent:	Friday, June 19, 2015 6:39 AM
To:	Stafford, Kirk
Cc:	Boda, Sharon
Subject:	Re: R-35641 17th & Arlington Roundabout Paving

Thank you Kirk, keep us in the loop.

Sharon, we may have to rethink the need for temporary pavement markings if this is going to take more than a month to resolve.

Roy Aten
City Of Bloomington
Planning and Transportation Department
Office: 812-349-3591
Cell: 812-327-3340
Fax: 812-349-3520

On Thu, Jun 18, 2015 at 3:01 PM, Stafford, Kirk <KStafford@indot.in.gov> wrote:

Sharon,

Please let this email be written notice that INDOT does not want surface placed on this contract until all base and intermediate mixes placed in 2014 are reviewed. This are statewide durability issues with HMA mixes placed by many HMA suppliers. INDOT is in the process of evaluating the mixes now and I will let you know ASAP when we have direction

Thanks

From: Boda, Sharon [mailto:sboda@structurepoint.com]
Sent: Monday, June 15, 2015 11:46 AM
To: Stafford, Kirk
Subject: R-35641 17th & Arlington Roundabout Paving

Kirk,

Is it possible to get an email or letter from INDOT instructing Weddle Brothers not to place surface on the intermediate course due to the ongoing investigation into the HMA that has already been placed? Weddle/E & B Paving, as well as the City of Bloomington, is looking for something in writing in regard to not placing surface at this time.

Feel free to call me to discuss. 812.216.3994

Thanks

Sharon Boda

Resident Project Representative

7260 Shadeland Station, Indianapolis, IN 46256

T 317.547.5580 E SBoda@structurepoint.com

F 317.543.0270 W www.structurepoint.com

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Boda, Sharon

From: Stafford, Kirk <KStafford@indot.IN.gov>
Sent: Thursday, June 18, 2015 3:01 PM
To: Boda, Sharon
Cc: Roy Aten
Subject: RE: R-35641 17th & Arlington Roundabout Paving

Follow Up Flag: Follow up
Flag Status: Flagged

Sharon,

Please let this email be written notice that INDOT does not want surface placed on this contract until all base and intermediate mixes placed in 2014 are reviewed. This are statewide durability issues with HMA mixes placed by many HMA suppliers. INDOT is in the process of evaluating the mixes now and I will let you know ASAP when we have direction

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Feel free to call me to discuss. 812.216.3994

Thanks

Sharon Boda
Resident Project Representative
7260 Shadeland Station, Indianapolis, IN 46256
T 317.547.5580 E SBoda@structurepoint.com
F 317.543.0270 W www.structurepoint.com

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Board of Public Works
Staff Report

Project/Event:	Approve Change Order #8 For The 17th and Arlington Project
Petitioner/Representative:	Planning and Transportation Department
Staff Representative:	Roy Aten
Date:	06/13/2017

Report: Change order #8 for the 17th and Arlington Project is anticipated to be the final change order, and will cover quantity adjustments on two pay items for the contract. As is typical with any INDOT project, any final pay item quantity that changes by 25%, or is considered a significant adjustment, will be covered by a change order. The following two items exceeded this threshold for the project:

1. The original rock quantity was estimated by the Design Engineer to be 21,810 cubic yards (cyd). After blasting and excavation the final rock quantity was calculated to be 23,515 cyd. This change order will increase the rock quantity by 1,705 cyd at the bid price of $26.02/cyd, for an increase in contract price of $44,364.10.

2. The original 24 in. watermain was estimated by the Design Engineer to be 1,076 linear feet (lft). After installation the final quantity was measured to be 659 lft. This change order will decrease the watermain quantity by 417 lft at a bid price of $211.71/lft, for a decrease in contract price of $88,283.07.

The total change to the contract price for these two items will be a decrease of $43,918.97.

Recommendation and Supporting Justification: Staff recommends that the Board approve change order #8 for the 17th and Arlington Project.

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

Contract No:R -35641

Change Order No.: 008

Page: 1

INDIANA Department of Transportation

Construction Change Order and Time Extension Summary

Contract Information	Contract No.: R -35641	Letting Date:02/05/2014	
District:SEYMOUR DISTRICT	AE:Wren, Rachel	PE/S:Wildt, Chuck	Status:Pending

Change Order Information Change Order No.: 008 EWA: N or Force Acct: N

Date Generated: 00/00/0000 Date Approved: 00/00/0000

Reason Code: PAYMENT ADJUST, Quality Related

Description: Change Order for Quantity Adjustements over $20,000

Original Contract Amount	$ 3,198,892.96	
Current Change Order Amount	$ -43,918.97	Percent: -1.373 %
Total Previous Approved Changes	$ 56,801.20	Percent: 1.776 %
Total Change To-Date	$ 12,882.23	Percent: 0.403 %
Modified Contract Amount	$ 3,211,775.19	

Time Extension Information

Date Initiated 00/00/0000 Date Completed 00/00/0000

Original Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SP Date 00/00/0000 or SP Days
(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension SS Days 0 SP Days 0 SP Days Value $ 0.00

Previous Time Approved SS Days by AE:_____ DCE:_____ SCE:_____ DDCM:_____

SS Days_____ SP Days Value $ _____

Revised Contract Time SS Completion Date 00/00/0000 or SS Calendar/Work Days 0
SS Date 00/00/0000 or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

Required Approval Authority	AE:_____ DCE:_____ SCE:_____* DDCM:_____*
($ per Change Order)	(- LE $ 250K-) (- LE $ 750K -) (-- LE $ 2 M --) (-- GT $ 2 M --)
(Days per Contract)	(50 SS days) (100 SS days) (200 SS Days) (GT 200 SS days)
Verbal Approval Required?	Y / N If Y, by_____ Date Issued_____
Total Change To-Date>5%?	Y / N If Y , Copy to Program Budget Manager_____
Scope/Design Recommendation Required?	Y / N If Y, Referred to Project Manager(PM) _____
	Date to PM_____ Date Returned_____
Approval Authority Concurs with PM?	Y / N If Y, Concurrence by_____ Date_____
	If N,Resolution: Approved _____ Disapproved _____
	Resolved by_____ Date_____
LPA Signatures Required?	Y / N If Y, Date to LPA _____ Date Returned _____
FHWA Signatures Required?	Y / N If Y, Date to FHWA_____ Date Returned_____

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

Field Engineer _____ Date _____

Comments: _____

_____

_____

_____

_____

Contract: R -35641
Project: 0900216 - State:0900216
Change Order Nbr: 008
Change Order Description: Change Order for Quantity Adjustements over $20,000
Reason Code: PAYMENT ADJUST, Quality Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change	
0018	0900216	0018	203-02010	CYS	26.020	1705.000	C	Amount:$	44,364.10

Item Description: EXCAVATION, ROCK
Supplemental Description1:
Supplemental Description2:

0133	0900216	0133	715-97419	LFT	211.710	-417.000	C	Amount:$	-88,283.07

Item Description: WATER MAIN, DUCTILE IRON, 24 IN
Supplemental Description1:
Supplemental Description2:

Total Value for Change Order 008 = $ -43,918.97

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended.
General or Standard Change Order Explanation

CLN/PLN 0018 The quantity for the Rock Excavation was calculated by the subcontractor using their data from the blasting pattern and depths. The overrun amounted to 1705 CYS. See attached spreadsheet for calculations - Attachement A CLN/PLN 0133 The quantity for Watermain, Ductile Iron, 24 IN was overestimated. The actual installed length was 417 ft less than plan quantity. This length is closer to the plan length shown on the plans and scaled from the plans. See Attachment B

Change Order Explanation for Specific Line Item

****

It is the intent of the parties that this change order is full and complete compensation for the work describe above.
Notification and consent to this change order is hereby acknowledged.

Contractor:_____ Signed By:_____

Date:_____

****

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

APPROVED FOR LOCAL PUBLIC AGENCY

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

SUBMITTED FOR CONSIDERATION

PE/S Sharon Boda

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORATION

Approval Level	Name of Approver	Date	Status
Project Engineer/Supervisor	Boda, Sharon	00/00/0000	Action Pending

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 6.8.17

ATTACHMENT A

Mass Blast 3 | 1406 INDOT 17 th st Retention Pond |

6 x 7 | Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/9/2014	1	1	1	16	4	12	1	11	25	10.18519
			2	16	4	12	1	11	25	10.18519
			3	16	4	12	1	11	25	10.18519
			4	16	4	12	1	11	25	10.18519
			5	16	4	12	1	11	25	10.18519
			6	16	4	12	1	11	25	10.18519
		2	7	16	4	12	1	11	25	10.18519
			8	16	4	12	1	11	25	10.18519
			9	16	4	12	1	11	25	10.18519
			10	16	4	12	1	11	25	10.18519
			11	16	4	12	1	11	25	10.18519
			12	16	4	12	1	11	25	10.18519
		3	13	17	4	13	1	12	25	11.11111
			14	17	3.5	13.5	1	12.5	25	11.57407
			15	17	3.5	13.5	1	12.5	25	11.57407
			16	17	4	13	1	12	25	11.11111
			17	17	4	13	1	12	25	11.11111
			18	17	4	13	1	12	25	11.11111
		4	19	17	4	13	1	12	25	11.11111
			20	17	4	13	1	12	25	11.11111
			21	17	3.5	13.5	1	12.5	25	11.57407
			22	17	3.5	13.5	1	12.5	25	11.57407
			23	17	4	13	1	12	25	11.11111
			24	17	4	13	1	12	25	11.11111
		5	25	18	4	14	1	13	25	12.03704
			26	18	4	14	1	13	25	12.03704
			27	18	4	14	1	13	25	12.03704
			28	18	4	14	1	13	25	12.03704
			29	18	4	14	1	13	25	12.03704
			30	18	4	14	1	13	25	12.03704
		6	31	18	4	14	1	13	25	12.03704
			32	18	4	14	1	13	25	12.03704
			33	18	4	14	1	13	25	12.03704
			34	18	4	14	1	13	25	12.03704
			35	18	4	14	1	13	25	12.03704
			36	18	4	14	1	13	25	12.03704

AVG *12.05555556*

TOTALS 612 900 401.8519

1406 INDOT 17 th st Retention Pond
Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/12/2014	2	1	1	17	5.5	11.5	1	10.5	42	16.33333
			2	17	5.5	11.5	1	10.5	42	16.33333
			3	17	6	11	1	10	42	15.55556
			4	17	5.5	11.5	1	10.5	42	16.33333
			5	17	5	12	1	11	42	17.11111
			6	17	5	12	1	11	42	17.11111
		2	7	17.5	6	11.5	1	10.5	42	16.33333
			8	17.5	6	11.5	1	10.5	42	16.33333
			9	17.5	5.5	12	1	11	42	17.11111
			10	17.5	6	11.5	1	10.5	42	16.33333
			11	17.5	5	12.5	1	11.5	42	17.88889
			12	17.5	5	12.5	1	11.5	42	17.88889
		3	13	18	5	13	1	12	42	18.66667
			14	18	5	13	1	12	42	18.66667
			15	18	6	12	1	11	42	17.11111
			16	18	5	13	1	12	42	18.66667
			17	18	5	13	1	12	42	18.66667
			18	18	3	15	1	14	42	21.77778
		4	19	18.5	4	14.5	1	13.5	42	21
			20	18.5	5	13.5	1	12.5	42	19.44444
			21	18.5	6	12.5	1	11.5	42	17.88889
			22	18.5	8	10.5	1	9.5	42	14.77778
			23	18.5	6	12.5	1	11.5	42	17.88889
			24	18.5	6	12.5	1	11.5	42	17.88889
		5	25	19	3	16	1	15	42	23.33333
			26	19	5	14	1	13	42	20.22222
			27	19	6	13	1	12	42	18.66667
			28	19	7	12	1	11	42	17.11111
			29	19	5	14	1	13	42	20.22222
			30	19	6	13	1	12	42	18.66667

AVG								*11.6*		
TOTALS				540					1260	541.3333

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/12/2014	3	1	1	18	5	13	1	12	42	18.66667
			2	18	6	12	1	11	42	17.11111
			3	18.5	5	13.5	1	12.5	42	19.44444
			4	19	4	15	1	14	42	21.77778
			5	19.5	5.5	14	1	13	42	20.22222
			6	19.5	4	15.5	1	14.5	42	22.55556
		2	7	19	5	14	1	13	42	20.22222
			8	19	6	13	1	12	42	18.66667
			9	19	4	15	1	14	42	21.77778
			10	19.5	5	14.5	1	13.5	42	21
			11	20	5.5	14.5	1	13.5	42	21
			12	20	4	16	1	15	42	23.33333
		3	13	20	5	15	1	14	42	21.77778
			14	20	6	14	1	13	42	20.22222
			15	20.5	5	15.5	1	14.5	42	22.55556
			16	21	5	16	1	15	42	23.33333
			17	21	4.5	16.5	1	15.5	42	24.11111
			18	21	5	16	1	15	42	23.33333
		4	19	21	6	15	1	14	42	21.77778
			20	21	5	16	1	15	42	23.33333
			21	21	5	16	1	15	42	23.33333
			22	21	5	16	1	15	42	23.33333
			23	21	6	15	1	14	42	21.77778
			24	21	5	16	1	15	42	23.33333
		5	25	21	6	15	1	14	42	21.77778
			26	21	5	16	1	15	42	23.33333
			27	21.5	4	17.5	1	16.5	42	25.66667
			28	22	4	18	1	17	42	26.44444
			29	22	4	18	1	17	42	26.44444
			30	22	5	17	1	16	42	24.88889

AVG		*14.28333333*		
TOTALS	608		1260	666.5556

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/13/2014	4	1	1	19	4.5	14.5	1	13.5	42	21
			2	19	5	14	1	13	42	20.22222
			3	19	4.5	14.5	1	13.5	42	21
			4	19	5	14	1	13	42	20.22222
			5	19	3.5	15.5	1	14.5	42	22.55556
			6	19	3	16	1	15	42	23.33333
		2	7	19.5	5	14.5	1	13.5	42	21
			8	19.5	5	14.5	1	13.5	42	21
			9	19.5	5	14.5	1	13.5	42	21
			10	19.5	5	14.5	1	13.5	42	21
			11	19.5	3.5	16	1	15	42	23.33333
			12	19.5	4	15.5	1	14.5	42	22.55556
		3	13	20	5	15	1	14	42	21.77778
			14	20	4.5	15.5	1	14.5	42	22.55556
			15	20	5	15	1	14	42	21.77778
			16	20	4	16	1	15	42	23.33333
			17	20	3.5	16.5	1	15.5	42	24.11111
			18	20	4	16	1	15	42	23.33333
		4	19	21	4	17	1	16	42	24.88889
			20	21	5	16	1	15	42	23.33333
			21	21	4	17	1	16	42	24.88889
			22	21	5	16	1	15	42	23.33333
			23	21	5	16	1	15	42	23.33333
			24	21	6	15	1	14	42	21.77778
		5	25	22	4	18	1	17	42	26.44444
			26	22	4	18	1	17	42	26.44444
			27	22	5	17	1	16	42	24.88889
			28	22	5	17	1	16	42	24.88889
			29	22	5	17	1	16	42	24.88889
			30	22	6	16	1	15	42	23.33333

AVG		*14.73333333*		
TOTALS	609		1260	687.5556

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/13/2014	5	1	1	19	5	14	1.5	12.5	49	22.68519
			2	19	4	15	1.5	13.5	49	24.5
			3	19	3.5	15.5	1.5	14	49	25.40741
			4	19	4	15	1.5	13.5	49	24.5
		2	5	19.5	4.5	15	1.5	13.5	49	24.5
			6	19.5	4	15.5	1.5	14	49	25.40741
			7	19.5	4	15.5	1.5	14	49	25.40741
			8	19.5	4	15.5	1.5	14	49	25.40741
		3	9	20	5	15	1.5	13.5	49	24.5
			10	20	4	16	1.5	14.5	49	26.31481
			11	20	4	16	1.5	14.5	49	26.31481
			12	20	4	16	1.5	14.5	49	26.31481
		4	13	21	5	16	1.5	14.5	49	26.31481
			14	21	4	17	1.5	15.5	49	28.12963
			15	21	6	15	1.5	13.5	49	24.5
			16	21	4	17	1.5	15.5	49	28.12963
		5	17	22	5	17	1.5	15.5	49	28.12963
			18	22	6	16	1.5	14.5	49	26.31481
			19	22	5	17	1.5	15.5	49	28.12963
			20	22	5	17	1.5	15.5	49	28.12963

AVG								*14.3*		
TOTALS				406					980	519.037

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/16/2014	6	1	1	20	5	15	1	14	63	32.67
			2	20	5	15	1	14	63	32.67
			3	20	5	15	1	14	63	32.67
			4	20	4	16	1	15	63	35
			5	20	3.5	16.5	1	15.5	63	36.17
			6	20	4	16	1	15	63	35
		2	7	18.5	5	13.5	1	12.5	63	29.17
			8	18.5	5	13.5	1	12.5	63	29.17
			9	18.5	6	12.5	1	11.5	63	26.83
			10	18.5	4.5	14	1	13	63	30.33
			11	18.5	4	14.5	1	13.5	63	31.5
			12	18.5	4	14.5	1	13.5	63	31.5
		3	13	16.5	5	11.5	1	10.5	63	24.5
			14	16.5	5	11.5	1	10.5	63	24.5
			15	16.5	4	12.5	1	11.5	63	26.83
			16	16.5	5	11.5	1	10.5	63	24.5
			17	16.5	6	10.5	1	9.5	63	22.17
			18	16.5	5	11.5	1	10.5	63	24.5
		4	19	14	3.5	10.5	1	9.5	63	22.17
			20	14	4.5	9.5	1	8.5	63	19.83
			21	14	5	9	1	8	63	18.67
			22	14	5	9	1	8	63	18.67
			23	14	6	8	1	7	63	16.33
			24	14	6	8	1	7	63	16.33
		5	25	12	5	7	1	6	63	14
			26	12	4.5	7.5	1	6.5	63	15.17
			27	12	3	9	1	8	63	18.67
			28	12	4	8	1	7	63	16.33
		6	29	12	3.5	8.5	1	7.5	63	17.5
			30	9	3.5	5.5	1	4.5	63	10.5
			31	9	5	4	1	3	63	7
			32	9	4.5	4.5	1	3.5	63	8.167
			33	9	3	6	1	5	63	11.67
			34	9	4	5	1	4	63	9.333
		7	35	9	4	5	1	4	63	9.333
			36	9	3.5	5.5	1	4.5	63	10.5
			37	9	4	5	1	4	63	9.333
			38	9	4	5	1	4	63	9.333
			39	9	6	3	1	2	63	4.667
			40	9	5	4	1	3	63	7
		8	41	9	4	5	1	4	63	9.333
			42	9	4.5	4.5	1	3.5	63	8.167
			43	9	4	5	1	4	63	9.333
			44	9	4.5	4.5	1	3.5	63	8.167
			45	9	4	5	1	4	63	9.333
			46	9	5	4	1	3	63	7
		9	47	9	5	4	1	3	63	7
			48	9	3	6	1	5	63	11.67
			49	9	3	6	1	5	63	11.67
			50	9	3	6	1	5	63	11.67
			51	9	3	6	1	5	63	11.67
			52	9	3	6	1	5	63	11.67

AVG *7.721153846*

TOTALS 681 3276 936.8

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/17/2014	7	1	1	20	5	15	1	14	63	32.66667
			2	20	7	13	1	12	63	28
			3	20	5	15	1	14	63	32.66667
			4	20	4.5	15.5	1	14.5	63	33.83333
		2	5	17	5	12	1	11	63	25.66667
			6	17	6	11	1	10	63	23.33333
			7	17	4.5	12.5	1	11.5	63	26.83333
			8	17	4.5	12.5	1	11.5	63	26.83333
		3	9	14	5	9	1	8	63	18.66667
			10	14	5	9	1	8	63	18.66667
			11	14	6	8	1	7	63	16.33333
			12	14	5	9	1	8	63	18.66667
		4	13	12	6	6	1	5	63	11.66667
			14	12	9	3	1	2	63	4.666667
			15	12	4	8	1	7	63	16.33333
			16	12	4	8	1	7	63	16.33333

AVG		*9.40625*		
TOTALS	252		1008	351.1667

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/18/2014	8	1	1	21	4.5	16.5	1	15.5	63	36.16667
			2	21	5	16	1	15	63	35
			3	21	5	16	1	15	63	35
			4	21	5	16	1	15	63	35
			5	21	4	17	1	16	63	37.33333
		2	6	18	6	12	1	11	63	25.66667
			7	18	4	14	1	13	63	30.33333
			8	18	5	13	1	12	63	28
			9	18	5	13	1	12	63	28
			10	18	4	14	1	13	63	30.33333
		3	11	15	6	9	1	8	63	18.66667
			12	15	4	11	1	10	63	23.33333
			13	15	4	11	1	10	63	23.33333
			14	15	3	12	1	11	63	25.66667
			15	15	3	12	1	11	63	25.66667
		4	16	12	7	5	1	4	63	9.333333
			17	12	5	7	1	6	63	14
			18	12	4	8	1	7	63	16.33333
			19	12	3	9	1	8	63	18.66667
			20	12	3	9	1	8	63	18.66667
		5	21	9	7	2	1	1	63	2.333333
			22	9	7	2	1	1	63	2.333333
			23	9	5	4	1	3	63	7
			24	9	6	3	1	2	63	4.666667
			25	9	4	5	1	4	63	9.333333
		6	26	9	7	2	1	1	63	2.333333
			27	9	7	2	1	1	63	2.333333
			28	9	5	4	1	3	63	7
			29	9	3	6	1	5	63	11.66667

AVG			*8.327586207*		
TOTALS	411			1827	563.5

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/18/2014	9	1	1	22	4	18	1.5	16.5	63	38.5
			2	22	4	18	1.5	16.5	63	38.5
			3	22	5	17	1.5	15.5	63	36.17
			4	22	4	18	1.5	16.5	63	38.5
			5	22	4	18	1.5	16.5	63	38.5
			6	22	3	19	1.5	17.5	63	40.83
			7	22	4	18	1.5	16.5	63	38.5
		2	8	19	4	15	1.5	13.5	63	31.5
			9	19	5	14	1.5	12.5	63	29.17
			10	19	3	16	1.5	14.5	63	33.83
			11	19	4	15	1.5	13.5	63	31.5
			12	19	5	14	1.5	12.5	63	29.17
			13	19	4	15	1.5	13.5	63	31.5
			14	19	5	14	1.5	12.5	63	29.17
		3	15	16	4	12	1.5	10.5	63	24.5
			16	16	5	11	1.5	9.5	63	22.17
			17	16	5	11	1.5	9.5	63	22.17
			18	16	6	10	1.5	8.5	63	19.83
			19	16	5	11	1.5	9.5	63	22.17
			20	16	5	11	1.5	9.5	63	22.17
			21	16	6	10	1.5	8.5	63	19.83
		4	22	14	4	10	1.5	8.5	63	19.83
			23	14	3	11	1.5	9.5	63	22.17
			24	14	3	11	1.5	9.5	63	22.17
			25	14	3	11	1.5	9.5	63	22.17
			26	14	4	10	1.5	8.5	63	19.83
			27	14	3	11	1.5	9.5	63	22.17
			28	14	4	10	1.5	8.5	63	19.83
		5	29	12	3	9	1.5	7.5	63	17.5
			30	12	3	9	1.5	7.5	63	17.5
			31	12	4	8	1.5	6.5	63	15.17
			32	12	3	9	1.5	7.5	63	17.5
			33	12	3	9	1.5	7.5	63	17.5
			34	12	3	9	1.5	7.5	63	17.5
			35	12	4	8	1.5	6.5	63	15.17
		6	36	9	5	4	1.5	2.5	63	5.833
			37	9	5	4	1.5	2.5	63	5.833
			38	9	4	5	1.5	3.5	63	8.167
			39	9	5	4	1.5	2.5	63	5.833

AVG *10.21794872*

TOTALS 617 2457 929.8

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/19/2014	10	1	1	20	4.5	15.5	1.5	14	63	32.67
			2	18	4	14	1.5	12.5	63	29.17
			3	15	3.5	11.5	1.5	10	63	23.33
			4	13	4	9	1.5	7.5	63	17.5
			5	8	3	5	1.5	3.5	63	8.167
			6	8	3	5	1.5	3.5	63	8.167
		2	7	20	5	15	1.5	13.5	63	31.5
			8	18	4	14	1.5	12.5	63	29.17
			9	14	8	6	1.5	4.5	63	10.5
			10	14	4.5	9.5	1.5	8	63	18.67
			11	8	3	5	1.5	3.5	63	8.167
			12	8	4.5	3.5	1.5	2	63	4.667
		3	13	19	5	14	1.5	12.5	63	29.17
			14	17	5	12	1.5	10.5	63	24.5
			15	16	5	11	1.5	9.5	63	22.17
			16	15	4	11	1.5	9.5	63	22.17
			17	9	4	5	1.5	3.5	63	8.167
			18	8	4	4	1.5	2.5	63	5.833
		4	19	20	5	15	1.5	13.5	63	31.5
			20	18	5	13	1.5	11.5	63	26.83
			21	16	5	11	1.5	9.5	63	22.17
			22	14	4.5	9.5	1.5	8	63	18.67
			23	9	4	5	1.5	3.5	63	8.167
			24	9	3	6	1.5	4.5	63	10.5
		5	25	20	6	14	1.5	12.5	63	29.17
			26	18	6	12	1.5	10.5	63	24.5
			27	14	5	9	1.5	7.5	63	17.5
			28	10	5	5	1.5	3.5	63	8.167
			29	10	4	6	1.5	4.5	63	10.5
			30	10	4	6	1.5	4.5	63	10.5
		6	31	18	5	13	1.5	11.5	63	26.83
			32	18	4	14	1.5	12.5	63	29.17
			33	18	6	12	1.5	10.5	63	24.5
			34	11	5	6	1.5	4.5	63	10.5
			35	10	6	4	1.5	2.5	63	5.833
			36	9	5	4	1.5	2.5	63	5.833
		7	37	15	6	9	1.5	7.5	63	17.5
			38	15	3	12	1.5	10.5	63	24.5
			39	14	5	9	1.5	7.5	63	17.5
			40	9	6	3	1.5	1.5	63	3.5
			41	8	6	2	1.5	0.5	63	1.167
			42	9	5	4	1.5	2.5	63	5.833
		8	43	12	6	6	1.5	4.5	63	10.5
			44	12	6	6	1.5	4.5	63	10.5
			45	10	3	7	1.5	5.5	63	12.83
			46	10	5	5	1.5	3.5	63	8.167
			47	9	6	3	1.5	1.5	63	3.5
			48	9	5	4	1.5	2.5	63	5.833
		9	49	9	5	4	1.5	2.5	63	5.833
			50	9	4	5	1.5	3.5	63	8.167
			51	9	6	3	1.5	1.5	63	3.5
			52	9	8	1	1.5	-0.5	63	-1.17
			53	9	5	4	1.5	2.5	63	5.833
			54	9	6	3	1.5	1.5	63	3.5
		10	55	9	5	4	1.5	2.5	63	5.833

			56	9	4	5	1.5	3.5	63	8.167
			57	9	5	4	1.5	2.5	63	5.833
			58	9	5	4	1.5	2.5	63	5.833
			59	9	6	3	1.5	1.5	63	3.5
			60	9	6	3	1.5	1.5	63	3.5

AVG *5.958333333*
TOTALS 740 3780 834.2

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/19/2014	11	1	1	20	6	14	1.5	12.5	63	29.17
			2	20	4	16	1.5	14.5	63	33.83
			3	20	4	16	1.5	14.5	63	33.83
			4	20	4	16	1.5	14.5	63	33.83
			5	20	4	16	1.5	14.5	63	33.83
			6	20	4	16	1.5	14.5	63	33.83
		2	7	23	5	18	1.5	16.5	63	38.5
			8	23	5	18	1.5	16.5	63	38.5
			9	23	5	18	1.5	16.5	63	38.5
			10	23	4	19	1.5	17.5	63	40.83
			11	23	4	19	1.5	17.5	63	40.83
			12	23	4	19	1.5	17.5	63	40.83
		3	13	23	5	18	1.5	16.5	63	38.5
			14	23	4	19	1.5	17.5	63	40.83
			15	23	6	17	1.5	15.5	63	36.17
			16	23	4	19	1.5	17.5	63	40.83
			17	23	4	19	1.5	17.5	63	40.83
			18	23	4	19	1.5	17.5	63	40.83
		4	19	22	5	17	1.5	15.5	63	36.17
			20	22	7	15	1.5	13.5	63	31.5
			21	22	4	18	1.5	16.5	63	38.5
			22	22	6	16	1.5	14.5	63	33.83
			23	22	4	18	1.5	16.5	63	38.5
			24	22	4	18	1.5	16.5	63	38.5
		5	25	21	5	16	1.5	14.5	63	33.83
			26	21	6	15	1.5	13.5	63	31.5
			27	21	5	16	1.5	14.5	63	33.83
			28	21	5.5	15.5	1.5	14	63	32.67
			29	21	4	17	1.5	15.5	63	36.17
			30	21	4	17	1.5	15.5	63	36.17
		6	31	21	4	17	1.5	15.5	63	36.17
			32	21	6	15	1.5	13.5	63	31.5
			33	21	5	16	1.5	14.5	63	33.83
			34	21	5	16	1.5	14.5	63	33.83
			35	21	4	17	1.5	15.5	63	36.17
			36	21	4	17	1.5	15.5	63	36.17

AVG *15.51388889*

TOTALS 780 2268 1303

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/23/2014	12	1	1	18	3	15	1.5	13.5	63	31.5
			2	18	4	14	1.5	12.5	63	29.17
			3	18	4	14	1.5	12.5	63	29.17
			4	18	3	15	1.5	13.5	63	31.5
			5	18	5	13	1.5	11.5	63	26.83
			6	18	4	14	1.5	12.5	63	29.17
			7	19	5	14	1.5	12.5	63	29.17
			8	20	5	15	1.5	13.5	63	31.5
		2	9	17	4	13	1.5	11.5	63	26.83
			10	17	4	13	1.5	11.5	63	26.83
			11	17	5	12	1.5	10.5	63	24.5
			12	17	4	13	1.5	11.5	63	26.83
			13	17	6	11	1.5	9.5	63	22.17
			14	18	5	13	1.5	11.5	63	26.83
			15	19	6	13	1.5	11.5	63	26.83
			16	19	6	13	1.5	11.5	63	26.83
		3	17	16	4	12	1.5	10.5	63	24.5
			18	16	7	9	1.5	7.5	63	17.5
			19	16	4	12	1.5	10.5	63	24.5
			20	16	4	12	1.5	10.5	63	24.5
			21	16	5	11	1.5	9.5	63	22.17
			22	16	5	11	1.5	9.5	63	22.17
			23	16	7	9	1.5	7.5	63	17.5
			24	16	6	10	1.5	8.5	63	19.83
		4	25	15	4	11	1.5	9.5	63	22.17
			26	15	4	11	1.5	9.5	63	22.17
			27	15	5	10	1.5	8.5	63	19.83
			28	15	5	10	1.5	8.5	63	19.83
			29	15	5	10	1.5	8.5	63	19.83
			30	15	5	10	1.5	8.5	63	19.83
			31	15	5	10	1.5	8.5	63	19.83
			32	15	5	10	1.5	8.5	63	19.83
		5	33	14	5	9	1.5	7.5	63	17.5
			34	14	4	10	1.5	8.5	63	19.83
			35	14	4	10	1.5	8.5	63	19.83
			36	14	5	9	1.5	7.5	63	17.5
			37	14	5	9	1.5	7.5	63	17.5
			38	14	5	9	1.5	7.5	63	17.5
			39	14	5	9	1.5	7.5	63	17.5
			40	14	6	8	1.5	6.5	63	15.17

AVG *9.9*

TOTALS 648 2520 924

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/24/2014	13	1	1	20	6	14	1.5	12.5	63	29.17
			2	20	6	14	1.5	12.5	63	29.17
			3	20	5	15	1.5	13.5	63	31.5
			4	20	6	14	1.5	12.5	63	29.17
			5	20	5	15	1.5	13.5	63	31.5
			6	20	5	15	1.5	13.5	63	31.5
			7	20	5	15	1.5	13.5	63	31.5
			8	20	5	15	1.5	13.5	63	31.5
			9	20	5	15	1.5	13.5	63	31.5
		2	10	19	5	14	1.5	12.5	63	29.17
			11	19	6	13	1.5	11.5	63	26.83
			12	19	4	15	1.5	13.5	63	31.5
			13	19	4	15	1.5	13.5	63	31.5
			14	19	4	15	1.5	13.5	63	31.5
			15	19	6	13	1.5	11.5	63	26.83
			16	19	3	16	1.5	14.5	63	33.83
			17	19	4	15	1.5	13.5	63	31.5
			18	19	5	14	1.5	12.5	63	29.17
		3	19	18	8	10	1.5	8.5	63	19.83
			20	18	6.5	11.5	1.5	10	63	23.33
			21	18	6	12	1.5	10.5	63	24.5
			22	18	6	12	1.5	10.5	63	24.5
			23	18	6	12	1.5	10.5	63	24.5
			24	18	3.5	14.5	1.5	13	63	30.33
			25	18	4	14	1.5	12.5	63	29.17
			26	18	3	15	1.5	13.5	63	31.5
			27	18	4.5	13.5	1.5	12	63	28
		4	28	17	7	10	1.5	8.5	63	19.83
			29	17	4	13	1.5	11.5	63	26.83
			30	17	6	11	1.5	9.5	63	22.17
			31	17	7	10	1.5	8.5	63	19.83
			32	17	4	13	1.5	11.5	63	26.83
			33	17	4	13	1.5	11.5	63	26.83
			34	17	3.5	13.5	1.5	12	63	28
			35	17	4	13	1.5	11.5	63	26.83
			36	17	4	13	1.5	11.5	63	26.83
			37	17	4	13	1.5	11.5	63	26.83
		5	38	16	4	12	1.5	10.5	63	24.5
			39	16	4	12	1.5	10.5	63	24.5
			40	16	6	10	1.5	8.5	63	19.83
			41	16	6	10	1.5	8.5	63	19.83
			42	16	5	11	1.5	9.5	63	22.17
			43	16	4	12	1.5	10.5	63	24.5
			44	16	4	12	1.5	10.5	63	24.5
			45	16	4	12	1.5	10.5	63	24.5
			46	16	4	12	1.5	10.5	63	24.5
			47	16	4	12	1.5	10.5	63	24.5

AVG *11.56382979*

TOTALS 843 2961 1268

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/24/2014	14	1	1	22	5	17	1.5	15.5	63	36.17
			2	22	5	17	1.5	15.5	63	36.17
			3	22	4	18	1.5	16.5	63	38.5
			4	22	4	18	1.5	16.5	63	38.5
		2	5	24	5	19	1.5	17.5	63	40.83
			6	24	0	24	1.5	22.5	63	52.5
			7	24	5	19	1.5	17.5	63	40.83
			8	24	6	18	1.5	16.5	63	38.5
		3	9	24	3	21	1.5	19.5	63	45.5
			10	24	6	18	1.5	16.5	63	38.5
			11	24	6	18	1.5	16.5	63	38.5
			12	24	5	19	1.5	17.5	63	40.83
		4	13	23	3	20	1.5	18.5	63	43.17
			14	23	3	20	1.5	18.5	63	43.17
			15	23	4	19	1.5	17.5	63	40.83
			16	23	5	18	1.5	16.5	63	38.5
		5	17	23	4	19	1.5	17.5	63	40.83
			18	23	4	19	1.5	17.5	63	40.83
			19	23	5	18	1.5	16.5	63	38.5
			20	23	4	19	1.5	17.5	63	40.83
		6	21	22	4	18	1.5	16.5	63	38.5
			22	22	4	18	1.5	16.5	63	38.5
			23	22	4	18	1.5	16.5	63	38.5
			24	22	4	18	1.5	16.5	63	38.5

AVG *17.25*

TOTALS 552 1512 966

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/25/2014	16	1	1	24	7	17	1.5	15.5	63	36.17
			2	24	6	18	1.5	16.5	63	38.5
			3	24	5	19	1.5	17.5	63	40.83
			4	24	4	20	1.5	18.5	63	43.17
			5	24	5	19	1.5	17.5	63	40.83
			6	24	6	18	1.5	16.5	63	38.5
		2	7	25	4	21	1.5	19.5	63	45.5
			8	25	6	19	1.5	17.5	63	40.83
			9	25	5	20	1.5	18.5	63	43.17
			10	25	7	18	1.5	16.5	63	38.5
			11	25	6	19	1.5	17.5	63	40.83
			12	25	5	20	1.5	18.5	63	43.17
		3	13	25	5	20	1.5	18.5	63	43.17
			14	25	5	20	1.5	18.5	63	43.17
			15	25	5	20	1.5	18.5	63	43.17
			16	25	5	20	1.5	18.5	63	43.17
			17	25	6	19	1.5	17.5	63	40.83
			18	25	6	19	1.5	17.5	63	40.83
		4	19	24	5	19	1.5	17.5	63	40.83
			20	24	5	19	1.5	17.5	63	40.83
			21	24	4.5	19.5	1.5	18	63	42
			22	24	4.5	19.5	1.5	18	63	42
			23	24	4.5	19.5	1.5	18	63	42
			24	24	6	18	1.5	16.5	63	38.5
		5	25	23	4.5	18.5	1.5	17	63	39.67
			26	23	4.5	18.5	1.5	17	63	39.67
			27	23	4.5	18.5	1.5	17	63	39.67
			28	23	4.5	18.5	1.5	17	63	39.67
			29	23	4.5	18.5	1.5	17	63	39.67
			30	23	4.5	18.5	1.5	17	63	39.67
		6	31	22	4.5	17.5	1.5	16	63	37.33
			32	22	4.5	17.5	1.5	16	63	37.33
			33	22	4.5	17.5	1.5	16	63	37.33
			34	22	4.5	17.5	1.5	16	63	37.33
			35	22	4	18	1.5	16.5	63	38.5
			36	22	4	18	1.5	16.5	63	38.5

AVG *17.31944444*

TOTALS 858 2268 1455

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/25/2014	16	1	1	22	4	18	2	16	63	37.33
			2	22	3	19	2	17	63	39.67
			3	22	4	18	2	16	63	37.33
			4	22	6	16	2	14	63	32.67
			5	22	5	17	2	15	63	35
			6	22	6	16	2	14	63	32.67
			7	22	5	17	2	15	63	35
		2	8	20	4	16	2	14	63	32.67
			9	20	4	16	2	14	63	32.67
			10	20	4	16	2	14	63	32.67
			11	20	4	16	2	14	63	32.67
			12	20	5	15	2	13	63	30.33
			13	20	6	14	2	12	63	28
			14	20	5	15	2	13	63	30.33
		3	15	17	4	13	2	11	63	25.67
			16	17	4	13	2	11	63	25.67
			17	17	5	12	2	10	63	23.33
			18	17	5	12	2	10	63	23.33
			19	17	6	11	2	9	63	21
			20	17	5	12	2	10	63	23.33
			21	17	5	12	2	10	63	23.33
		4	22	14	4	10	2	8	63	18.67
			23	14	4	10	2	8	63	18.67
			24	14	5	9	2	7	63	16.33
			25	14	5	9	2	7	63	16.33
			26	14	6	8	2	6	63	14
			27	14	5	9	2	7	63	16.33
			28	14	5	9	2	7	63	16.33

AVG *11.5*

TOTALS 511 1764 751.3

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/26/2014	17	1	1	12	5	7	1.5	5.5	63	12.83
			2	12	4	8	1.5	6.5	63	15.17
			3	12	3.5	8.5	1.5	7	63	16.33
			4	12	4.5	7.5	1.5	6	63	14
			5	12	5	7	1.5	5.5	63	12.83
			6	12	6	6	1.5	4.5	63	10.5
			7	12	5	7	1.5	5.5	63	12.83
		2	8	10	3.5	6.5	1.5	5	63	11.67
			9	10	4	6	1.5	4.5	63	10.5
			10	10	4	6	1.5	4.5	63	10.5
			11	10	4	6	1.5	4.5	63	10.5
			12	10	5	5	1.5	3.5	63	8.167
			13	10	4	6	1.5	4.5	63	10.5
			14	10	5	5	1.5	3.5	63	8.167
		3	15	10	2	8	1.5	6.5	63	15.17
			16	10	3	7	1.5	5.5	63	12.83
			17	10	3	7	1.5	5.5	63	12.83
			18	10	5	5	1.5	3.5	63	8.167
			19	10	5	5	1.5	3.5	63	8.167
			20	10	5	5	1.5	3.5	63	8.167
			21	10	5	5	1.5	3.5	63	8.167
		4	22	10	5	5	1.5	3.5	63	8.167
			23	10	3	7	1.5	5.5	63	12.83
			24	10	5	5	1.5	3.5	63	8.167
			25	10	5	5	1.5	3.5	63	8.167
			26	10	5	5	1.5	3.5	63	8.167
			27	10	4	6	1.5	4.5	63	10.5
			28	10	5	5	1.5	3.5	63	8.167

AVG *4.625*

TOTALS 294 1764 302.2

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
6/28/2014	18	1	1	14	3	11	1.5	9.5	63	22.17
			2	14	3	11	1.5	9.5	63	22.17
			3	14	3	11	1.5	9.5	63	22.17
			4	14	3	11	1.5	9.5	63	22.17
			5	14	3	11	1.5	9.5	63	22.17
			6	14	3	11	1.5	9.5	63	22.17
			7	14	3	11	1.5	9.5	63	22.17
			8	14	3	11	1.5	9.5	63	22.17
			9	14	3	11	1.5	9.5	63	22.17
			10	14	3	11	1.5	9.5	63	22.17
		2	11	12	3	9	1.5	7.5	63	17.5
			12	12	3	9	1.5	7.5	63	17.5
			13	12	3	9	1.5	7.5	63	17.5
			14	12	3	9	1.5	7.5	63	17.5
			15	12	3	9	1.5	7.5	63	17.5
			16	12	3	9	1.5	7.5	63	17.5
			17	12	3	9	1.5	7.5	63	17.5
			18	12	3	9	1.5	7.5	63	17.5
			19	12	3	9	1.5	7.5	63	17.5
			20	12	3	9	1.5	7.5	63	17.5
		3	21	10	3	7	2	5	63	11.67
			22	10	3	7	2	5	63	11.67
			23	10	3	7	2	5	63	11.67
			24	10	3	7	2	5	63	11.67
			25	10	3	7	2	5	63	11.67
			26	10	3	7	2	5	63	11.67
			27	10	3	7	2	5	63	11.67
			28	10	3	7	2	5	63	11.67
			29	10	3	7	2	5	63	11.67
			30	10	3	7	2	5	63	11.67
		4	31	10	3	7	2	5	63	11.67
			32	10	3	7	2	5	63	11.67
			33	10	3	7	2	5	63	11.67
			34	10	3	7	2	5	63	11.67
			35	10	3	7	2	5	63	11.67
			36	10	3	7	2	5	63	11.67
			37	10	3	7	2	5	63	11.67
			38	10	3	7	2	5	63	11.67
			39	10	3	7	2	5	63	11.67
			40	10	3	7	2	5	63	11.67

AVG *6.75*

TOTALS 460 2520 630

6 x 7 Bloomington IN

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
7/1/2014	19	1	1	23	6	17	2.5	14.5	63	33.83
			2	23	6	17	2.5	14.5	63	33.83
			3	23	6	17	2.5	14.5	63	33.83
			4	23	5	18	2.5	15.5	63	36.17
			5	23	5	18	2.5	15.5	63	36.17
			6	23	5	18	2.5	15.5	63	36.17
		2	7	24	5	19	2.5	16.5	63	38.5
			8	24	4	20	2.5	17.5	63	40.83
			9	24	6	18	2.5	15.5	63	36.17
			10	24	6	18	2.5	15.5	63	36.17
			11	24	5	19	2.5	16.5	63	38.5
			12	24	6	18	2.5	15.5	63	36.17
		3	13	25	4	21	2.5	18.5	63	43.17
			14	25	4	21	2.5	18.5	63	43.17
			15	25	5	20	2.5	17.5	63	40.83
			16	25	6	19	2.5	16.5	63	38.5
			17	25	5	20	2.5	17.5	63	40.83
			18	25	5	20	2.5	17.5	63	40.83
		4	19	25	4	21	2.5	18.5	63	43.17
			20	25	5	20	2.5	17.5	63	40.83
			21	25	4	21	2.5	18.5	63	43.17
			22	25	4	21	2.5	18.5	63	43.17
			23	25	5	20	2.5	17.5	63	40.83
			24	25	5	20	2.5	17.5	63	40.83
		5	25	25	4	21	2.5	18.5	63	43.17
			26	25	4	21	2.5	18.5	63	43.17
			27	25	4	21	2.5	18.5	63	43.17
			28	25	4	21	2.5	18.5	63	43.17
			29	25	6	19	2.5	16.5	63	38.5
			30	24	6	18	2.5	15.5	63	36.17
		6	31	24	5	19	2.5	16.5	63	38.5
			32	24	6	18	2.5	15.5	63	36.17
			33	24	6	18	2.5	15.5	63	36.17
			34	24	5	19	2.5	16.5	63	38.5
			35	24	5	19	2.5	16.5	63	38.5
			36	24	5	19	2.5	16.5	63	38.5

AVG *16.77777778*

TOTALS 875 2268 1409

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
7/1/2014	20	1	1	21	4	17	3	14	63	32.67
			2	21	5	16	3	13	63	30.33
			3	21	5	16	3	13	63	30.33
			4	21	5	16	3	13	63	30.33
			5	21	5	16	3	13	63	30.33
			6	21	5	16	3	13	63	30.33
			7	21	5	16	3	13	63	30.33
			8	21	5	16	3	13	63	30.33
			9	21	4	17	3	14	63	32.67
			10	21	4	17	3	14	63	32.67
		2	11	20	5	15	3	12	63	28
			12	20	5	15	3	12	63	28
			13	20	4	16	3	13	63	30.33
			14	20	4	16	3	13	63	30.33
			15	20	5	15	3	12	63	28
			16	20	4	16	3	13	63	30.33
			17	20	5	15	3	12	63	28
			18	20	5	15	3	12	63	28
			19	20	5	15	3	12	63	28
			20	20	4	16	3	13	63	30.33
		3	21	18	5	13	2	11	63	25.67
			22	18	3	15	2	13	63	30.33
			23	18	4	14	2	12	63	28
			24	18	4	14	2	12	63	28
			25	18	4	14	2	12	63	28
			26	18	5	13	2	11	63	25.67
			27	18	5	13	2	11	63	25.67
			28	18	5	13	2	11	63	25.67
			29	18	5	13	2	11	63	25.67
			30	18	5	13	2	11	63	25.67
		4	31	16	4	12	2	10	63	23.33
			32	16	4	12	2	10	63	23.33
			33	16	4	12	2	10	63	23.33
			34	16	4	12	2	10	63	23.33
			35	16	3	13	2	11	63	25.67
			36	16	2	14	2	12	63	28
			37	16	5	11	2	9	63	21
			38	16	5	11	2	9	63	21
			39	16	5	11	2	9	63	21
			40	16	5	11	2	9	63	21
		5	41	13	6	7	2	5	63	11.67
			42	13	5	8	2	6	63	14
			43	13	5	8	2	6	63	14
			44	13	5	8	2	6	63	14
			45	13	5	8	2	6	63	14
			46	13	5	8	2	6	63	14
			47	13	5	8	2	6	63	14
			48	13	4	9	2	7	63	16.33
			49	13	4	9	2	7	63	16.33
			50	13	5	8	2	6	63	14
B		6	51	20	5	15	2	13	63	30.33
			52	20	5	15	2	13	63	30.33
			53	20	5	15	2	13	63	30.33
			54	20	5	15	2	13	63	30.33
			55	20	5	15	2	13	63	30.33

			56	20	5	15	2	13	63	30.33
		7	57	17	5	12	2	10	63	23.33
			58	17	5	12	2	10	63	23.33
			59	17	5	12	2	10	63	23.33
			60	17	5	12	2	10	63	23.33
			61	17	5	12	2	10	63	23.33
			62	17	5	12	2	10	63	23.33
		8	63	14	4	10	2	8	63	18.67
			64	14	4	10	2	8	63	18.67
			65	14	5	9	2	7	63	16.33
			66	14	3	11	2	9	63	21
			67	14	4	10	2	8	63	18.67
			68	14	5	9	2	7	63	16.33
		9	69	12	5	7	3	4	63	9.333
			70	12	4	8	3	5	63	11.67
			71	12	5	7	3	4	63	9.333
			72	12	3	9	3	6	63	14
			73	12	4	8	3	5	63	11.67
			74	12	5	7	3	4	63	9.333
		10	75	10	4	6	4	2	63	4.667
			76	10	4	6	4	2	63	4.667
			77	10	5	5	4	1	63	2.333
			78	10	5	5	4	1	63	2.333
			79	10	5	5	4	1	63	2.333
			80	10	5	5	4	1	63	2.333
		11	81	10	3	7	6	1	63	2.333
			82	10	4	6	6	0	63	0
			83	10	3	7	6	1	63	2.333
			84	10	3	7	6	1	63	2.333
			85	10	3	7	6	1	63	2.333
			86	10	4.5	5.5	6	-0.5	63	-1.17
		12	87	10	4	6	6	0	63	0
			88	10	4	6	6	0	63	0

AVG *8.596590909*
TOTALS 1398 5544 1765

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
7/2/2014	21	1	1	21	4	17	2	15	63	35
			2	21	3	18	2	16	63	37.33
			3	21	5	16	2	14	63	32.67
			4	21	5	16	2	14	63	32.67
			5	21	5	16	2	14	63	32.67
			6	21	5	16	2	14	63	32.67
		2	7	23	6	17	3	14	63	32.67
			8	23	5	18	3	15	63	35
			9	23	5	18	3	15	63	35
			10	23	8	15	3	12	63	28
			11	23	5	18	3	15	63	35
			12	23	5	18	3	15	63	35
		3	13	23	6	17	3	14	63	32.67
			14	23	7	16	3	13	63	30.33
			15	23	6	17	3	14	63	32.67
			16	23	8	15	3	12	63	28
			17	23	6	17	3	14	63	32.67
			18	23	6	17	3	14	63	32.67
		4	19	21	6	15	3	12	63	28
			20	21	7	14	3	11	63	25.67
			21	21	6	15	2	13	63	30.33
			22	21	8	13	2	11	63	25.67
			23	21	7	14	2	12	63	28
			24	21	7	14	2	12	63	28
		5	25	18	5	13	2	11	63	25.67
			26	18	5	13	2	11	63	25.67
			27	18	6	12	2	10	63	23.33
			28	18	5	13	2	11	63	25.67
			29	18	5	13	2	11	63	25.67
			30	18	6	12	2	10	63	23.33
		6	31	16	6	10	2	8	63	18.67
			32	16	5	11	2	9	63	21
			33	16	6	10	2	8	63	18.67
			34	16	6	10	2	8	63	18.67
			35	16	6	10	2	8	63	18.67
			36	16	6	10	2	8	63	18.67
B		7	37	18	5	13	3	10	63	23.33
			38	18	5	13	3	10	63	23.33
			39	18	6	12	3	9	63	21
			40	18	6	12	3	9	63	21
			41	18	5	13	3	10	63	23.33
			42	18	6	12	3	9	63	21
		8	43	16	5	11	2	9	63	21
			44	16	5	11	2	9	63	21
			45	16	5	11	2	9	63	21
			46	16	4	12	2	10	63	23.33
			47	16	4	12	2	10	63	23.33
			48	16	4	12	2	10	63	23.33
		9	49	16	5	11	2	9	63	21
			50	14	5	9	2	7	63	16.33
			51	14	4	10	2	8	63	18.67
			52	14	4	10	2	8	63	18.67
			53	14	4	10	2	8	63	18.67
			54	14	4	10	2	8	63	18.67
		10	55	14	5	9	2	7	63	16.33

			56	12	5	7	2	5	63	11.67
			57	12	4	8	2	6	63	14
			58	12	3	9	2	7	63	16.33
			59	12	3	9	2	7	63	16.33
			60	12	3	9	2	7	63	16.33
		11	61	12	5	7	2	5	63	11.67
			62	10	5	5	3	2	63	4.667
			63	10	5	5	3	2	63	4.667
			64	10	4	6	3	3	63	7
			65	10	4	6	3	3	63	7
			66	10	4	6	3	3	63	7
		12	67	10	3	7	3	4	63	9.333
			68	10	3	7	4	3	63	7
			69	10	3	7	4	3	63	7
			70	10	4	6	4	2	63	4.667
			71	10	4	6	4	2	63	4.667
			72	10	6	4	4	0	63	0
		13	73	10	3	7	2	5	63	11.67
			74	10	3	7	3	4	63	9.333
			75	10	3	7	3	4	63	9.333
			76	10	3	7	3	4	63	9.333

AVG *9.052631579*
TOTALS 1258 4788 1605

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
7/2/2014	22	1	1	23	6	17	2	15	63	35
			2	23	6	17	2	15	63	35
			3	23	6	17	2	15	63	35
			4	23	5	18	2	16	63	37.33
			5	23	5	18	2	16	63	37.33
			6	23	5	18	2	16	63	37.33
		2	7	22	6	16	2	14	63	32.67
			8	22	6	16	2	14	63	32.67
			9	22	6	16	2	14	63	32.67
			10	22	5	17	2	15	63	35
			11	22	6	16	2	14	63	32.67
			12	22	6	16	2	14	63	32.67
		3	13	18	6	12	2	10	63	23.33
			14	18	6	12	2	10	63	23.33
			15	18	6	12	2	10	63	23.33
			16	18	6	12	2	10	63	23.33
			17	18	6	12	2	10	63	23.33
			18	18	6	12	2	10	63	23.33
		4	19	14	6	8	2	6	63	14
			20	14	6	8	2	6	63	14
			21	14	6	8	2	6	63	14
			22	14	5	9	2	7	63	16.33
			23	14	5	9	2	7	63	16.33
			24	14	5	9	2	7	63	16.33
		5	25	10	6	4	2	2	63	4.667
			26	10	6	4	2	2	63	4.667
			27	10	6	4	2	2	63	4.667
			28	10	6	4	2	2	63	4.667
			29	10	6	4	2	2	63	4.667
			30	10	4	6	2	4	63	9.333
B		6	31	14	6	8	2	6	63	14
			32	14	4	10	2	8	63	18.67
			33	14	6	8	2	6	63	14
			34	14	5	9	2	7	63	16.33
			35	14	5	9	2	7	63	16.33
			36	14	5	9	2	7	63	16.33
		7	37	12	6	6	2	4	63	9.333
			38	12	4	8	2	6	63	14
			39	12	3	9	2	7	63	16.33
			40	12	5	7	2	5	63	11.67
			41	12	5	7	2	5	63	11.67
			42	12	5	7	2	5	63	11.67
		8	43	12	5	7	2	5	63	11.67
			44	12	4	8	2	6	63	14
			45	12	3	9	2	7	63	16.33
			46	12	5	7	2	5	63	11.67
			47	12	5	7	2	5	63	11.67
			48	12	5	7	2	5	63	11.67
		9	49	10	4	6	2	4	63	9.333
			50	10	4	6	2	4	63	9.333
			51	10	6	4	2	2	63	4.667
			52	10	5	5	2	3	63	7
			53	10	5	5	2	3	63	7
			54	10	5	5	2	3	63	7
		10	55	10	4	6	2	4	63	9.333

			56	10	4	6	2	4	63	9.333
			57	10	4	6	2	4	63	9.333
			58	10	4	6	2	4	63	9.333
			59	10	4	6	2	4	63	9.333
			60	10	4	6	2	4	63	9.333
		11	61	10	4	6	2	4	63	9.333
			62	10	4	6	2	4	63	9.333
			63	10	5	5	2	3	63	7
			64	10	5	5	2	3	63	7
C		12	65	14	7	7	2	5	63	11.67
			66	14	7	7	2	5	63	11.67
			67	14	7	7	2	5	63	11.67
			68	14	7	7	2	5	63	11.67
		13	69	12	5	7	2	5	63	11.67
			70	12	5	7	2	5	63	11.67
			71	12	5	7	2	5	63	11.67
			72	12	5	7	2	5	63	11.67

AVG *6.861111111*
TOTALS 1014 4536 1153

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
7/3/2014	23	1	1	21	7	14	3	11	63	25.67
			2	21	7	14	3	11	63	25.67
			3	21	7	14	3	11	63	25.67
			4	21	7	14	3	11	63	25.67
			5	21	7	14	3	11	63	25.67
			6	21	7	14	3	11	63	25.67
			7	21	5	16	3	13	63	30.33
			8	21	8	13	3	10	63	23.33
			9	21	4.5	16.5	3	13.5	63	31.5
			10	18	5	13	3	10	63	23.33
			11	16	5	11	3	8	63	18.67
			12	14	5	9	3	6	63	14
			13	12	5	7	3	4	63	9.333
			14	10	5	5	3	2	63	4.667
		2	15	22	6	16	3	13	63	30.33
			16	22	6	16	3	13	63	30.33
			17	22	6	16	3	13	63	30.33
			18	22	6	16	3	13	63	30.33
			19	22	7	15	3	12	63	28
			20	22	6	16	3	13	63	30.33
			21	22	5	17	3	14	63	32.67
			22	22	5	17	3	14	63	32.67
			23	22	5	17	3	14	63	32.67
			24	20	5	15	3	12	63	28
			25	18	5	13	3	10	63	23.33
			26	16	4	12	3	9	63	21
			27	14	6	8	3	5	63	11.67
			28	12	6	6	3	3	63	7
		3	29	22	6	16	3	13	63	30.33
			30	22	7	15	3	12	63	28
			31	22	6	16	3	13	63	30.33
			32	22	6	16	3	13	63	30.33
			33	22	6	16	3	13	63	30.33
			34	22	5	17	3	14	63	32.67
			35	22	5	17	3	14	63	32.67
			36	22	4.5	17.5	3	14.5	63	33.83
			37	22	4.5	17.5	3	14.5	63	33.83
			38	22	5	17	3	14	63	32.67
			39	22	3	19	3	16	63	37.33
			40	22	5	17	3	14	63	32.67
			41	22	6	16	3	13	63	30.33
		4	42	21	6	15	3	12	63	28
			43	21	5	16	3	13	63	30.33
			44	21	5	16	3	13	63	30.33
			45	21	5	16	3	13	63	30.33
			46	21	6	15	3	12	63	28
			47	21	5	16	3	13	63	30.33
			48	21	6	15	3	12	63	28
			49	21	5	16	3	13	63	30.33
			50	21	4.5	16.5	3	13.5	63	31.5
			51	21	5	16	3	13	63	30.33
			52	19	5	14	3	11	63	25.67
			53	17	6	11	3	8	63	18.67
			54	15	4	11	3	8	63	18.67
			55	12	4	8	3	5	63	11.67

		5	56	16	5	11	3	8	63	18.67
			57	16	5	11	3	8	63	18.67
			58	16	5	11	3	8	63	18.67
			59	16	6	10	3	7	63	16.33
			60	16	6	10	3	7	63	16.33
			61	16	5	11	3	8	63	18.67
			62	16	5	11	3	8	63	18.67
			63	16	5	11	3	8	63	18.67
			64	16	5	11	3	8	63	18.67
			65	16	5	11	3	8	63	18.67
			66	14	5	9	3	6	63	14
			67	12	6	6	3	3	63	7
			68	10	4	6	3	3	63	7
			69	10	5	5	3	2	63	4.667
		6	70	16	6	10	3	7	63	16.33
			71	16	5	11	3	8	63	18.67
			72	16	6	10	3	7	63	16.33
			73	16	5	11	3	8	63	18.67
			74	16	6	10	3	7	63	16.33
			75	16	6	10	3	7	63	16.33
			76	16	6	10	3	7	63	16.33
			77	16	5	11	3	8	63	18.67
			78	16	5	11	3	8	63	18.67
			79	16	5	11	3	8	63	18.67
			80	14	4	10	3	7	63	16.33
			81	12	4	8	3	5	63	11.67
			82	10	4	6	3	3	63	7
			83	10	5	5	3	2	63	4.667
		7	84	15	6	9	3	6	63	14
			85	15	5	10	3	7	63	16.33
			86	15	6	9	3	6	63	14
			87	15	8	7	3	4	63	9.333
			88	15	7	8	3	5	63	11.67
			89	15	5	10	3	7	63	16.33
			90	15	6	9	3	6	63	14
			91	15	6	9	3	6	63	14
			92	15	6	9	3	6	63	14
			93	15	5	10	3	7	63	16.33
			94	13	7	6	3	3	63	7
			95	10	6	4	3	1	63	2.333
			96	10	6	4	3	1	63	2.333
			97	10	7	3	3	0	63	0
		8	98	13	5	8	3	5	63	11.67
			99	13	5	8	3	5	63	11.67
			100	13	5	8	3	5	63	11.67
			101	13	5	8	3	5	63	11.67
			102	13	5	8	3	5	63	11.67
			103	13	5	8	3	5	63	11.67
			104	13	6	7	3	4	63	9.333
			105	13	7	6	3	3	63	7
			106	13	6	7	3	4	63	9.333
			107	13	5	8	3	5	63	11.67
			108	10	4	6	3	3	63	7
			109	10	5	5	3	2	63	4.667
			110	10	6	4	3	1	63	2.333
			111	10	6	4	3	1	63	2.333

		9	112	12	5	7	3	4	63	9.333
			113	12	5	7	3	4	63	9.333
			114	12	5	7	3	4	63	9.333
			115	12	6	6	3	3	63	7
			116	12	6	6	3	3	63	7
			117	12	6	6	3	3	63	7
			118	12	5	7	3	4	63	9.333
			119	12	5	7	3	4	63	9.333
			120	12	6	6	3	3	63	7
			121	12	7	5	3	2	63	4.667
			122	12	6	6	3	3	63	7
			123	10	5	5	3	2	63	4.667
			124	10	5	5	3	2	63	4.667
			125	10	5	5	3	2	63	4.667
		10	126	10	7	3	3	0	63	0
			127	10	7	3	3	0	63	0
			128	10	7	3	3	0	63	0
			129	10	6	4	3	1	63	2.333
			130	10	5	5	3	2	63	4.667
			131	10	5	5	3	2	63	4.667
			132	10	5	5	3	2	63	4.667
			133	10	5	5	3	2	63	4.667
			134	10	4	6	3	3	63	7
			135	10	6	4	3	1	63	2.333
			136	10	6	4	3	1	63	2.333
			137	10	5	5	3	2	63	4.667
			138	10	6	4	3	1	63	2.333
			139	10	6	4	3	1	63	2.333

AVG *7.129496403*
TOTALS 2173 8757 2312

Date	Blast #	Row #	Hole #	Drill Depth	Overburden Depth	Rock Depth	SubDrill	Pay Rock Depth	Pattern(SF)	CY
7/7/2014	24	1	1	22	5	17	3	14	63	32.67
			2	22	6	16	3	13	63	30.33
			3	22	5	17	3	14	63	32.67
			4	22	5	17	3	14	63	32.67
			5	22	4	18	3	15	63	35
			6	22	6	16	3	13	63	30.33
			7	20	6	14	3	11	63	25.67
			8	20	5	15	3	12	63	28
			9	20	5	15	3	12	63	28
			10	18	4	14	3	11	63	25.67
			11	18	5	13	3	10	63	23.33
			12	18	6	12	3	9	63	21
			13	18	6	12	3	9	63	21
			14	16	6	10	3	7	63	16.33
			15	14	7	7	3	4	63	9.333
			16	12	5	7	4	3	63	7
		2	17	18	6	12	3	9	63	21
			18	18	5	13	3	10	63	23.33
			19	18	4	14	3	11	63	25.67
			20	18	4	14	3	11	63	25.67
			21	18	5	13	3	10	63	23.33
			22	18	6	12	3	9	63	21
			23	18	6	12	3	9	63	21
			24	18	6	12	3	9	63	21
			25	18	6	12	3	9	63	21
			26	18	5	13	3	10	63	23.33
			27	18	5	13	3	10	63	23.33
			28	18	6	12	3	9	63	21
			29	14	6	8	3	5	63	11.67
			30	12	7	5	3	2	63	4.667
			31	12	6	6	3	3	63	7
			32	12	6	6	4	2	63	4.667
		3	33	14	4	10	3	7	63	16.33
			34	14	4	10	3	7	63	16.33
			35	14	4	10	3	7	63	16.33
			36	12	4	8	3	5	63	11.67
			37	12	4	8	3	5	63	11.67
			38	12	4	8	3	5	63	11.67
			39	12	4	8	3	5	63	11.67
			40	12	4	8	3	5	63	11.67
			41	12	4	8	4	4	63	9.333
B		4	42	18	4	14	3	11	63	25.67
			43	18	4	14	3	11	63	25.67
			44	18	4	14	3	11	63	25.67
			45	18	4	14	4	10	63	23.33
			46	18	4	14	5	9	63	21
		5	47	16	4	12	3	9	63	21
			48	16	4	12	3	9	63	21
			49	16	4	12	3	9	63	21
			50	16	4	12	4	8	63	18.67
			51	16	4	12	5	7	63	16.33
		6	52	14	4	10	3	7	63	16.33
			53	14	4	10	3	7	63	16.33
			54	14	4	10	3	7	63	16.33
			55	14	4	10	4	6	63	14

			56	14	4	10	5	5	63	11.67
		7	57	12	4	8	3	5	63	11.67
			58	12	4	8	3	5	63	11.67
			59	12	4	8	3	5	63	11.67
			60	12	4	8	4	4	63	9.333
			61	12	4	8	5	3	63	7
		8	62	10	4	6	3	3	63	7
			63	10	4	6	3	3	63	7
			64	10	4	6	3	3	63	7
			65	10	4	6	4	2	63	4.667
			66	10	4	6	5	1	63	2.333
		9	67	10	4	6	3	3	63	7
			68	10	4	6	3	3	63	7
			69	10	4	6	3	3	63	7
			70	10	4	6	4	2	63	4.667
			71	10	4	6	5	1	63	2.333
		10	72	10	4	6	3	3	63	7
			73	10	4	6	3	3	63	7
			74	10	4	6	4	2	63	4.667
			75	10	4	6	5	1	63	2.333
			76	10	4	6	5	1	63	2.333

AVG *6.986842105*
TOTALS 1136 4788 1239

6 x 7 Bloomington IN

		W/E 6/14/2014					
Date	Blast	Pattern	Holes	AVG Depth	SQFT	CYDS	VF
6/9/2014	1	5 x 5	36	11.56	900	402	612
6/12/2014	2	6 x 7	30	9.87	1260	541	540
6/12/2014	3	6 x 7	30	13.62	1260	667	608
6/13/2014	4	6 x 7	30	16	1260	688	609
6/13/2014	5	6 x 7	20	14	980	519	406
Total			146		5660	2817	2775

		W/E 6/21/2014					
Date	Blast	Pattern	Holes	AVG Depth	SQFT	CYDS	VF
6/17/2014	6	7 x 9	52	6.99	3276	937	681
6/17/2014	7	7 x 9	96	7.47	1008	351	252
6/18/2014	8	7 x 9	29	8.33	1827	564	411
6/18/2014	9	7 x 9	48	9.96	2457	930	617
6/19/2014	10	7 x 9	35	4.96	3780	834	740
6/19/2014	11	7 x 9	36	14.99	2268	1303	780
Total			296		14616	4919	3481

		W/E 6/28/2014					
Date	Blast	Pattern	Holes	AVG Depth	SQFT	CYDS	VF
6/23/2014	12	7 x 9	40	9.58	2520	924	648
6/24/2014	13	7 x 9	47	11.56	2961	1268	843
6/24/2014	14	7 x 9	29	16.17	1512	966	552
6/25/2014	15	7 x 9	48	16.49	2268	1455	858
6/25/2014	16	7 x 9	28	9.93	1764	751	511
6/26/2014	17	7 x 9	28	3.86	1764	302	294
6/26/2014	18	7 x 9	40	5.5	2520	630	460

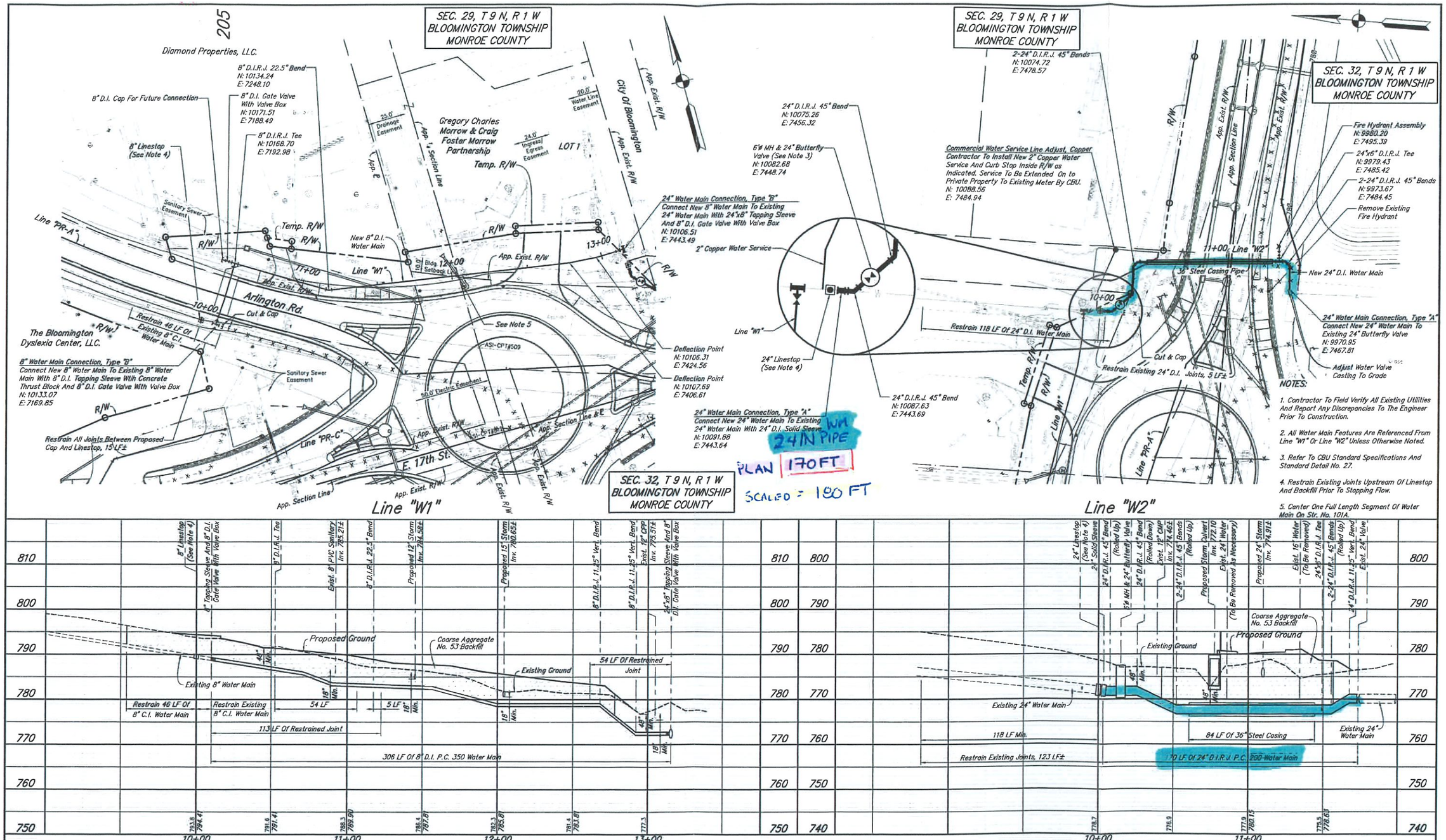
Total			260		15309	6296	4166

		W/E 7/5/2014					
Date	Blast	Pattern	Holes	AVG Depth	SQFT	CYDS	VF
6/23/2014	19	7 x 9	36	15.57	2268	1409	875
6/24/2014	20	7 x 9	88	8.03	5544	1765	1398
6/24/2014	21	7 x 9	76	8.3	4788	1605	1258
6/25/2014	22	7 x 9	72	5.58	4536	1153	1014
6/25/2014	23	7 x 9	139	6.18	8757	2312	2173

Total			411		25893	8244	6718

		W/E 7/12/2014					
Date	Blast	Pattern	Holes	AVG Depth	SQFT	CYDS	VF
7/7/2014	24	7 x 9	40	6.41	4788	1239	1136
Total			40		4788	1239	1136
GrandTotal			1153		66266	23515	18276

ATTACHMENT B



LEGEND

x x x x Pipe Removal or Abandonment

DEREK C. URBAN REGISTERED No. PE11300068 STATE OF INDIANA PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL — DESIGN ENGINEER — DATE 10-28-13

DESIGNED: DCU | DRAWN: PJT

CHECKED: JWG | CHECKED: DRH

INDIANA DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
WATER MAIN RELOCATION

HORIZONTAL SCALE 1" = 30'	BRIDGE FILE N/A
VERTICAL SCALE 1" = 10'	DESIGNATION NO. 0900216
SURVEY BOOK	SHEETS 54 of 101
CONTRACT R-35641	PROJECT NO. 0900216

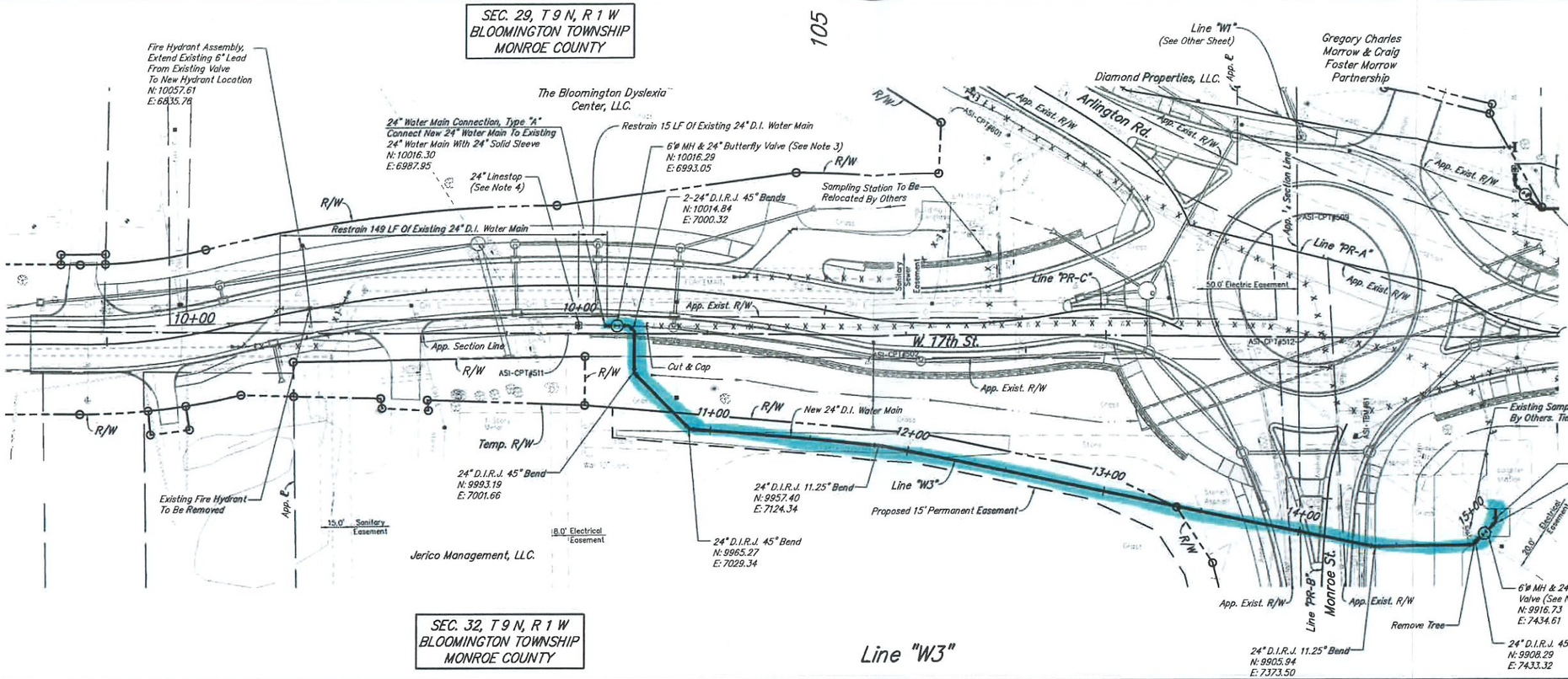
24 IN WM

PLAN 498 FT

SCALED = 617 FT

SEC. 29, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY

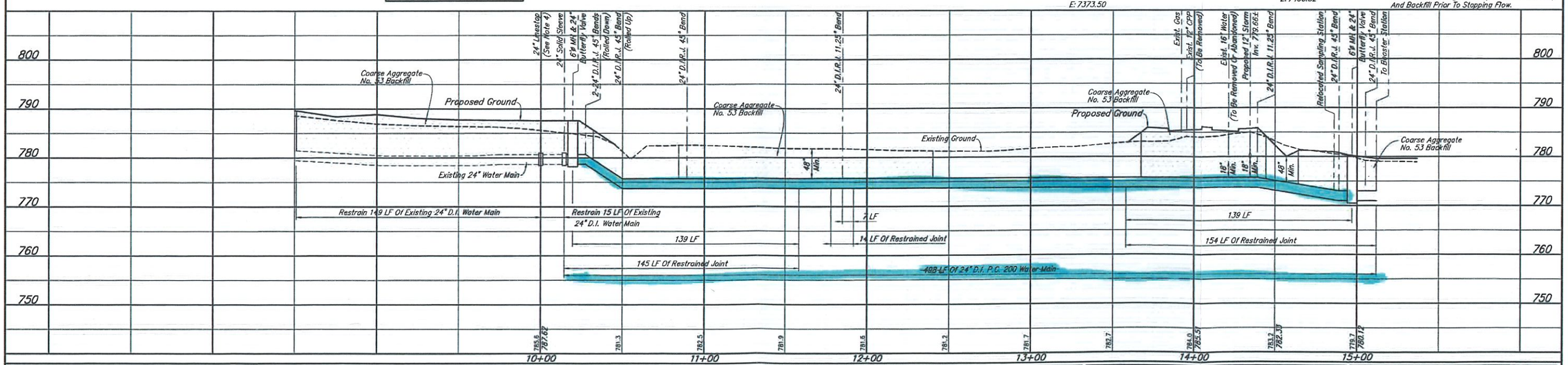
SEC. 32, T 9 N, R 1 W
BLOOMINGTON TOWNSHIP
MONROE COUNTY



NOTES:

1. Contractor To Field Verify All Existing Utilities And Report Any Discrepancies To The Engineer Prior To Construction.
2. All Water Main Features Are Referenced From Line "W3" Unless Otherwise Noted.
3. Refer To CBU Standard Specifications And Standard Detail No. 27.
4. Restrain Existing Joints Upstream Of Linestop And Backfill Prior To Stopping Flow.

Line "W3"



LEGEND

x x x x Pipe Removal or Abandonment

DEREK C. URBAN REGISTERED No. PE11300068 STATE OF INDIANA PROFESSIONAL ENGINEER

RECOMMENDED FOR APPROVAL — DESIGN ENGINEER — DATE 10-28-13

DESIGNED: DCU | DRAWN: PJT
CHECKED: JWG | CHECKED: DRH

INDIANA DEPARTMENT OF TRANSPORTATION

PLAN AND PROFILE
WATER MAIN RELOCATION

HORIZONTAL SCALE	BRIDGE FILE
1" = 30'	N/A
VERTICAL SCALE	DESIGNATION NO.
1" = 10'	0900216
SURVEY BOOK	SHEETS
	55 of 101
CONTRACT	PROJECT NO.
R-35641	0900216

Board of Public Works
Staff Report

Project/Event: Addendum to Renovation and Expansion Design Services Agreement for the Animal Shelter Project

Petitioner/Representative: Public Works/Animal Care and Control

Staff Representative: Virgil Sauder

Meeting Date: June 13, 2017

In December of 2015 we entered into an agreement with Kirkwood Design Studios for design services for the Renovations and Expansion of the Animal Shelter Project. This agreement was based on the projected construction costs of $1.6M and it did not include renovations to the current facility.

While working on the design process, it became clear that the needs of the Animal Care and Control Shelter were greater than the budget supported and that renovations to the current facility would be needed to make the overall project a success.

Given the increased scope of the project, staff recommends approval of the addendum to the agreement with Kirkwood Design Studio for additional architectural services in the amount of $28,000.00

Recommend ☒ **Approval** ☐ **Denial**

ADDENDUM TO AGREEMENT FOR RENOVATION AND EXPANSION DESIGN SERVICES FOR THE ANIMAL SHELTER PROJECT WITH KIRKWOOD DESIGN STUDIO, P.C.

This Addendum supplements the Agreement for Renovation and Expansion Design Services with Kirkwood Design Studio, P.C. (KDS) ("Agreement") for the Animal Shelter Project as follows:

1. Scope of Services: See B102, Article 6 Compensation and B201 Article 2 Scope of Architect's Basic Services of the Agreement between the City of Bloomington Board of Public Works ("City") and KDS. The initial fee for KDS was based on a scope of work that was to be limited to a budget of $1.6M and did not include renovations to the current facility. While working on the design process, it became clear that the needs of the Animal Care and Control Shelter were greater than the budget supported and that renovations to the current facility would be needed to make the overall project a success.

2. KDS made extensive efforts to scope the project back to the initial budget. The project was suspended twice to try to understand the conflict between need and budget. When the project was approved to move forward, the full project scope had shifted to a $2.1M to a $2.3M dollar project. The initial fee of $128,000 for Services was based upon the $1.6M scope of work. The City and KDS believe it was in the best interest of the project to expand the scope of work across all disciplines including Site-Civil, Architectural, Structural Engineering, Mechanical Engineering, Electrical Engineering, and Construction Management ("Additional Architectural Services").

3. Compensation: See B102, Article 6 Compensation, Item 6.1. The City shall pay KDS an amount not to exceed $28,800 for the Additional Architectural Services.

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

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

CITY OF BLOOMINGTON	**KIRKWOOD DESIGN STUDIO, P.C.**
_____	_____
John Hamilton, Mayor	Mary J. Krupinski, AIA, President
_____	_____
Date	Date

BOARD OF PUBLIC WORKS

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Vice President

_____
Dana Palazzo, Secretary

_____
Date

AIA® Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 22nd day of Dec. in the year 2015
(Twenty-second of December, Two-Thousand Fifteen)
(In words, indicate day, month and year.)

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

BETWEEN the Owner:
(Name, legal status, address and other information)
Board of Public Works
City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

and the Architect:
(Name, legal status, address and other information)
Kirkwood Design Studio, P.C.
113 E. 6th Street
Bloomington, IN 47408

for the following Project:
(Name, location and detailed description)

Bloomington Animal Care & Control Shelter Renovation and Expansion Design
3410 S. Walnut Street, Bloomington, IN

The addition and renovation of the Bloomington Animal Care and Control Shelter will cover basic services for Site-Civil, Architectural, Structural Engineering, Mechanical Engineering and Electrical Engineering and the integration of our Animal Shelter Design Consultant throughout the process. Beyond basic building materials and systems, it includes interior finishes, fixed and attached equipment, including stacked cage enclosures as well as general site improvements, exterior animal areas and associated fencing. The proposed service fees are based upon $1,600,000 Construction Costs.

The Owner and Architect agree as follows.

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TABLE OF ARTICLES

1 ARCHITECT'S RESPONSIBILITIES

2 OWNER'S RESPONSIBILITIES

3 COPYRIGHTS AND LICENSES

4 CLAIMS AND DISPUTES

5 TERMINATION OR SUSPENSION

6 COMPENSATION

7 MISCELLANEOUS PROVISIONS

8 SPECIAL TERMS AND CONDITIONS

9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:
(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

To provide architectural and engineering services for the construction of additions and renovations to the Bloomington Animal Care & Control Shelter.

** § 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

** § 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Each Occurrence - $1.0 mil.
Damage to Rented Premises (each occurrence) - $100,000
Medical Expense (any one person) - $5,000
Personal & Adv. Injury - $1.0 mil.
General Aggregate - $2.0 mil.
Products – Comp/Op. Agg - $2.0 mil.

.2 Automobile Liability

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User Notes:

.3 Workers' Compensation

Each Accident - $100,000.
Disease – Each Employee - $100,000
Disease – Policy Limit - $500,000

.4 Professional Liability

Each Claim - $500,000
Aggregate - $1.0 mil.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

** § 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

** § 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and

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User Notes: 1989413144

material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, if applicable. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 MEDIATION

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[ ] Arbitration pursuant to Section 4.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[X] Other *(Specify)*

Every effort should be made to resolve disputes through a non-adjudicative dispute resolution procedure. These include mediations, mini-trials, settlement conferences and advisory arbitrations prior to pursuing arbitration or litigation.

** 4.2.5

§ 4.3 ARBITRATION
§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER
§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

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ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

** § 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.
(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Fee for Basic Services for $1.6 mil. project to be $128,000 plus associated LEED Service Fee to be $20,900. The proposed service fee is based upon $1.6 mil. construction cost for the addition and renovation project, including site elements such as exterior animal areas and associated fencing. Should the project increase in scope of work, we would propose to be compensated for the increased scope of work at the same relative percentage basis as the initial proposed Basic Services Fee.

Fee does not include Enhanced Commissioning Agent which the Owner will engage as a third party consultant.

See attached Exhibit 'A' , Cost Schedule and Cost Proposal for additional fee information.

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§ 6.2 Reimbursable Expenses are in addition to compensation for the Architect's professional services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

** .1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
** .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
** .11 Other similar Project-related expenditures.

§ 6.2.1 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of zero percent (0 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

Cost to be on an hourly basis to complete drawings preparation for transfer and include a release of liability agreement exempting architect from any claim related to the project.

§ 6.4 PAYMENTS TO THE ARCHITECT
§ 6.4.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

0 % per month

§ 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS
§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

** § 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

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written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

** § 7.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

** 7.9 & 7.10

ARTICLE 8 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:

« »

ARTICLE 9 SCOPE OF THE AGREEMENT
§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

AIA Document B201-2007, Standard Form of Architect's Services: Design and Construction Contract Administration
Exhibit 'A' – Cost Schedule and Cost Proposal and Reimbursable Costs Schedule
Exhibit 'B' – Proposed Project Planning Schedule
Exhibit 'C' – Fee Schedule: Hourly Rates and Reimbursable Expenses
Exhibit 'D' – General Terms and Conditions

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This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

« »« Charlotte Ziettlow, Pres.

(Printed name and title)

(Signature)

Mark Kruzan, Mayor

(Printed name and title)

ARCHITECT

(Signature)

«Mary J. Krupinski, AIA, President »« »

(Printed name and title)

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 12.11.15

CITY OF BLOOMINGTON
Controller
Reviewed by:
DATE: 12/15/15
FUND/ACCT: 439-15 399

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AIA® Document B201™ - 2007

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following PROJECT:
(Name and location or address)

Bloomington Animal Care & Control Shelter Renovation and Expansion Design
3410 W. Walnut Street
Bloomington, IN
Bloomington, IN 47401

THE OWNER:
(Name, legal status and address)

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

THE ARCHITECT:
(Name, legal status and address)

Kirkwood Design Studio, P.C.
113 E. 6th Street
Bloomington, IN 47408

THE AGREEMENT
This Standard Form of Architect's Services is part of or modifies the accompanying Owner-Architect Agreement (hereinafter, the Agreement) dated the day of in the year
(In words, indicate day, month and year.) December 22 , 2015

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 SCOPE OF ARCHITECT'S BASIC SERVICES

3 ADDITIONAL SERVICES

4 OWNER'S RESPONSIBILITIES

5 COST OF THE WORK

6 COMPENSATION

7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION
§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional Exhibit A, Initial Information:
(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™-2007, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Owner's Designated Representative:	Unknown at this time
Owner's Consultants:	Enhanced Commissioning Agent

Owner's Budget for the Cost of the Work:
Current construction estimate excluding Architect's compensation is $1,600,000

Architect's Designated Representative:	Mary J. Krupinski, President Kirkwood Design Studio, P.C. 113 East 6th Street Bloomington, IN 47408
Animal Consultant:	Shelter Planners, Inc. 1415 Sachem Place, Unit 2A Charlottesville, VA 22901
Civil Engineering:	Bynum Fanyo & Associates, Inc. 528 North Walnut Street Bloomington, IN 47404
Structural:	Lynch, Harrison & Brumleve, Inc. 550 Virginia Avenue Indianapolis, IN 46203
Mechanical, Electrical And Plumbing	R.E. Dimond & Associates, Inc. 732 North Capitol Avenue Indianapolis, IN 46204

The proposed procurement or delivery method for the Project is:
Competitive bid or public bid

Other parameters are:
Unknown at time of execution of this Agreement

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:
Anticipated to be September 2016

.2 Substantial Completion date:
Anticipated to be June 2018

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

** § 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in Article 2 are Additional Services.

§ 2.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 2.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 2.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 2.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 2.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

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include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 2.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3.

§ 2.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 2.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 2.6.4.

§ 2.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 2.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 2.4.4 The Architect shall update the estimate for the Cost of the Work.

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§ 2.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and (4) awarding and preparing contracts for construction.

§ 2.5.2 COMPETITIVE BIDDING

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 GENERAL

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 2.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 2.6.1.3 Subject to Section 3.3, the Architect's responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 2.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 CHANGES IN THE WORK

** § 2.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 The Architect shall maintain records relative to changes in the Work.

** 2.6.5.3

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 3 ADDITIONAL SERVICES

** § 3.1 ~~Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2.~~ ~~*(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*~~

Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 3.2 below or in an exhibit attached to this document and identified below)*
§ 3.1.1	Programming		
§ 3.1.2	Multiple preliminary designs		
§ 3.1.3	Measured drawings		
§ 3.1.4	Existing facilities surveys		
§ 3.1.5	Site Evaluation and Planning (B203™–2007)		
§ 3.1.6	Building information modeling	n/p	
§ 3.1.7	Civil engineering		
§ 3.1.8	Landscape design		
§ 3.1.9	Architectural Interior Design (B252™–2007)		
§ 3.1.10	Value Analysis (B204™–2007)		
§ 3.1.11	Detailed cost estimating	n/p	
§ 3.1.12	On-site project representation	n/p	
§ 3.1.13	Conformed construction documents	n/p	
§ 3.1.14	As-designed record drawings	n/p	
§ 3.1.15	As-constructed record drawings	n/p	
§ 3.1.16	Post occupancy evaluation	n/p	
§ 3.1.17	Facility Support Services (B210™–2007)	n/p	
§ 3.1.18	Tenant-related services	n/p	
§ 3.1.19	Coordination of Owner's consultants		
§ 3.1.20	Telecommunications/data design		
§ 3.1.21	Security Evaluation and Planning (B206™–2007)	Owner	
§ 3.1.22	Commissioning (B211™–2007)	Owner	
§ 3.1.23	Extensive environmentally responsible design	n/p	
§ 3.1.24	LEED® Certification (B214™–2007)		
§ 3.1.25	Fast-track design services	n/p	
§ 3.1.26	Historic Preservation (B205™–2007)	n/p	
§ 3.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

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§ 3.2 Insert a description of each Additional Service designated above as the Architect's responsibility, if not further described in an exhibit attached to this document.

« »

§ 3.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 3.3 shall entitle the Architect to compensation pursuant to Section 6.3.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

** .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

** .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

** .7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 3.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

** .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 3.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

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.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Twenty-four (24) visits to the site by the Architect over the duration of the Project during construction Bi-weekly site visits not to exceed twenty-four (24)

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 3.3.4 If the services covered by this Agreement have not been completed within thirty (30) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

** § 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

** § 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

** § 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of

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the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 5.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 3.

§ 5.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 5.5 of AIA Document B102–2007;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 5.

ARTICLE 6 COMPENSATION

§ 6.1 For the Architect's Basic Services described under Article 2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«See B102, Article 6 Compensation, Item 6.1. »

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Compensation shall be hourly as outlined in Article 6.7. »

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

«Compensation shall be hourly as outlined in Article 6.7. »

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§ 6.4 Compensation for Additional Services of the Architect's consultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to the Architect plus a fee of percent (%), or as otherwise stated below:

« »

§ 6.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Programming:	2% =	$ 2,560
Schematic Design:	18% =	$ 23,040
Design Development:	20% =	$ 25,600
Construction Documents:	35% =	$ 44,800
Bidding:	5% =	$ 6,400
Construction Observation:	19.5% =	$ 24,960
Post Construction:	.5% =	$ 640
Total Basic Services Fee	**100%**	**$ 128,000**

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

« »

Employee or Category	Rate
Principal Architect	$130.00 per hour
Project Manager / Project Architect	$110.00 per hour
Graduate Architect I	$ 80.00 per hour
Graduate Architect II	$ 75.00 per hour
Graduate Architect III	$ 65.00 per hour
Clerical	$ 45.00 per hour

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:
(List other documents, if any, including Exhibit A, Initial Information, and any exhibits relied on in Section 3.1.)

Article 7 shall serve as Modifications to B102 and B201 and are to follow on pages 13 thru 17.

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ARTICLE 7
ATTACHMENTS AND EXHIBITS

The following Supplements modify, change, delete from or add to the "Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services", AIA Document B102, 2007 Edition and "Standard Form of Architect's Services: Design and Construction Contract Administration", AIA Document B201, 2007 Edition . Where any Article of the Agreement is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions shall remain in effect.

7.1 ARTICLE 1 (B102) ARCHITECT'S RESPONSIBILITIES

7.1.1 Add the following to Paragraph 1.2: "A Proposed Project Planning Schedule is attached and is labeled Exhibit 'B'.

7.1.2 Add the following to Paragraph 1.5: . "The Architect shall provide insurance required by the City of Bloomington during the Performance of any and all Services under this Agreement, the Architect 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 ("Error and Omissions Insurance") with a minimum combined limit of $1,000,000.

d. Worker's 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, 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.

The Architect shall provide evidence of each insurance policy to the City prior to the commencement of work under the Agreement. Approval of the insurance by the City shall not relieve or decrease the extent to which the Architect may be held responsible for payment of damages resulting from service or operations performed pursuant to the Agreement. If the Architect fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City required proof that

the insurance has been procured and is in force and paid for, City shall have the right at the City's election to forthwith terminate the Agreement.

7.2 ARTICLE 2 (B102) OWNER'S RESPONSIBILITIES

7.2.1 Paragraph 2.4 is hereby amended by adding the following: " Notwithstanding any clauses to the contrary contained herein, the Owner does hereby acknowledge that the Architect has no responsibility to the Owner or to any other party regarding any matters concerning consulting of insurance, accounting, or legal matters. Specifically, the Owner shall decide all insurance requirements and whether or not the responsible parties complied with those requirements. This shall be the Owner's responsibility at all times, even though the insurance requirements may be part of the Bid Documents or Project Manual and even though Certificates of Insurance may be sent to the Architect for forwarding to the Owner."

7.3 ARTICLE 3 (B102) COPYRIGHTS AND LICENSES

7.3.1 Paragraph 3.2 is hereby amended by adding the following sentences: " Following completion of the project, digital pdf copies of the Architect's Drawings and hard copies of the Architect's Drawings and Specifications may be used by the Owner for future additions or modifications of the structure. Through execution of a separate agreement that shall include compensation and conditions agreeable to both parties, the Owner may be able to purchase from the Architect, the digital computer generated Drawing (in Autocad) files of the Architect's Drawings."

7.4 ARTICLE 4 (B102) CLAIMS AND DISPUTES

7.4.1 Item 4.2 MEDIATION is amended by adding new Paragraph 4.2.5 which reads as follows:

"The Owner and the Architect agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants to likewise include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

7.5 ARTICLE 5 (B102) TERMINATION OR SUSPENSION

7.5.1 Paragraph 5.7 is hereby deleted in its entirety.

7.6 ARTICLE 6 (B102) COMPENSATION

7.6.1 Subparagraph 6.2.1 is hereby amended to read as follows: "Travel requested by the Owner to locations other than the Project Site in the interest of the Project is a Reimbursable Expense."

7.6.2 Subparagraph 6.2.7 is hereby amended to read as follows: "renderings, models, mock-ups and three-dimensional computer imaging requested by the Owner;"

7.6.3 Subparagraph 6.2.11 is hereby amended to read as follows: "Other similar Project-related expenditures as listed on page 3 of Exhibit "A", Reimbursable Costs Schedule".

7.7 ARTICLE 7 (B102) MISCELLANEOUS PROVISIONS

7.7.1 Paragraph 7.2 is hereby amended by adding the following to the first sentence: "...and as set forth in the amendments included herewith."

7.7.2 Add the following to Paragraph 7.6: "The Architect hereby states and the Owner acknowledges that the Architect has no professional liability or other insurance and is unable to reasonably obtain insurance for claims arising out of the performance of or failure to perform professional services related to the discovery, presence, handling, removal, or disposal of, or exposure of persons to hazardous materials including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB), radon or other toxic substances.

Accordingly, the Owner hereby agrees to institute or maintain no claim against Architects, Consultants and employees for negligence, breach of contract, indemnity, or otherwise, with respect to any claim which in any way involves the Architect's services for the investigation of or remedial work related to asbestos or other hazardous material in the project.

The Owner further agrees to hold the Architect, the Architect's consultants and employees harmless from such asbestos-related or other hazardous materials claims which might arise as a result of the services provided by the Architect pursuant to the Agreement, except for claims arising out of the sole negligence of the Architect."

7.7.3 Paragraph 7.9 is hereby added as a new paragraph: "Either party to this Agreement may recover reasonable attorney fees, costs and expenses from the other party should that party breach or default in any of the terms and conditions of this Agreement."

7.7.4 Paragraph 7.10 is hereby added as a new paragraph: "Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by the Owner, The City of Bloomington, are at any time not forthcoming or are insufficient, through failure of any entity, to appropriate funds or otherwise, then the Owner shall have the right to terminate this Agreement without penalty.

7.8 ARTICLE 8 (B102) SPECIAL TERMS AND CONDITIONS

No changes to this Article.

7.9 ARTICLE 9 (B102) SCOPE OF THE AGREEMENT

No changes to this Article.

7.10 ARTICLE 1 (B201) INITIAL INFORMATION

No changes to this Article.

7.11 ARTICLE 2 (B201) SCOPE OF ARCHITECT'S BASIC SERVICES

7.11.1 Paragraph 2.1 is hereby amended to add the following: "Approval by the Owner of the Schematic Design Phase, Design Development Phase and the Construction Documents Phase and authorization to proceed beyond each phase shall be made in writing by the Owner in a timely manner prior to the Architect starting work on a subsequent phase. Delays in said approval shall cause an equal adjustment to the project schedule."

7.11.2 Paragraph 2.6.5.1 is hereby amended by inserting the following phrase at the end of the second sentence: " , after consultation with the Owner."

7.11.3 Add the following new Paragraph 2.6.5.3: "In the course of Construction should errors or omissions in the Contract Documents result in a legitimate increase in the Construction Costs, the increase in costs shall be divided into two categories:

A. The enrichment of the Project or additional value received, if any, by the Owner of material and labor added to the Project.
B. The costs or damages, if any, directly attributable to correcting the error or adding the omission at that point in the course of construction.

The Owner shall pay for the increased value received in the Project and Architect shall bear the costs of the damages or diminished value."

7.12 ARTICLE 3 (B201) ADDITIONAL SERVICES

7.12.1 Paragraph 3.1 is hereby amended as follows: "The Services listed below are included in Basic Services, including the LEED Services, unless marked below as not provided or provided by Owner"

7.12.2 Paragraph 3.3.1.2 is hereby amended by adding: ", except that services to pursue LEED Certification or LEED Silver shall be considered under Basic Services".

7.12.3 Paragraph 3.3.1.6 is hereby amended by adding: ", shall be provided as Basic Services".

7.12.4 Paragraph 3.3.1.7 is hereby amended by adding: ", shall be provided as Basic Services".

7.12.5 Paragraph 3.3.2.3 is hereby amended by adding: "...which require over four (4) hours of the Architect's services."

7.13 ARTICLE 4 (B201) OWNER'S RESPONSIBILITIES

7.13.1 Paragraph 4.2 is hereby amended by adding: "On behalf of the Owner, the Architect shall furnish as a reimbursable expense, surveys to describe....."

7.13.2 Paragraph 4.3 is hereby amended by adding: "On behalf of the Owner, the Architect shall furnish as a reimbursable expense, services of geotechnical engineers,..."

7.13.3 Add the following at the end of Paragraph 4.5: "The Architect shall not be liable for any changes made without the Architects' knowledge and consent."

7.14 ARTICLE 5 (B201) COST OF THE WORK

No changes to this Article.

7.15 ARTICLE 6 (B201) COMPENSATION

No changes to this Article.

END OF ARTICLE 7

Exhibit 'A'

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COST PROPOSAL

Basis of Cost Proposal

The service fee for the Addition and Renovation of the Bloomington Animal Care and Control Shelter will cover basic services for Site-Civil, Architectural, Structural Engineering, Mechanical Engineering and Electrical Engineering, and the integration of our Animal Shelter Design consultant throughout the process. The proposed Service Fee includes full services from the Programming Phase through to the Construction Observation Phase as outlined in the Architectural/Engineering Project Approach. It includes the specification and inclusion of all interior finishes and fixed, attached equipment, including stacked cage enclosures.

Scope of Project

The proposed service fee is based upon $1,600,000 Construction Costs for the addition and renovation project, including site elements such as exterior animal areas and associated fencing.

Basic Services Fee

Architectural + Engineering + Shelter Consultant: $128,000

LEED Process Fee

Review of Prerequisites for LEED Process Qualification are included in the above Basic Services Fee.

Cost Benefit Analysis of Pursuing LEED Certification: **$ 900**

LEED Process for either/ both the new and renovation: **$ 20,000**

Qualifications and/or Exclusions

Should the project increase in scope of work we would propose to be compensated for the increased scope of work at the same relative percentage basis as the initial proposed Basic Services Fee.

The service fee does not include services for site survey, soil borings, design of utility extensions to the site, the State Construction Design Release Application fees, Building Permits, Health Department application fees, or any other testing or application fees, including those required of a LEED application/process.

Please note and recognize that Bynum Fanyo has provided their Site-Civil Engineering Services to the Animal Shelter In-Kind.

Mary Krupinski

Contractual Responsibility

Mary J. Krupinski, President
Kirkwood Design Studio, pc

October 20, 2015

KIRKWOOD designstudio pc

Exhibit 'A'

COST SCHEDULE

The following Cost Proposal is broken down by phase to represent our Cost Schedule:

Basic Services Fee

The proposed service fee is based upon $1,600,000 Construction Costs for the addition and renovation project, including site elements such as exterior animal areas and associated fencing. Should the project increase in scope of work we would propose to be compensated for the increased scope of work at the same relative percentage basis as the initial propose Basic Services Fee.

Architectural + Engineering + Shelter Consultant: $128,000

Programming:	2% =	$ 2,560
Schematic Design:	18% =	$ 23,040
Design Development:	20% =	$ 25,600
Construction Documents:	35% =	$ 44,800
Bidding:	5% =	$ 6,400
Construction Observation:	19.5% =	$ 24,960
Post Construction:	.5% =	$ 640
Total Basic Services Fee	**100%**	**$ 128,000**

LEED Process Fee

Review of Prerequisites for LEED Process Qualifications are included in the above Basic Services Fee.

Cost Benefit Analysis of Pursuing LEED Certification: $ 900
LEED Process for either/ both the new and renovation: **$ 20,000**

Cost Benefit Analysis		
Schematic Design:	**100%**	**$ 900**
LEED Process:		
Design Development:	30% =	$ 6,000
Construction Documents:	20% =	$ 4,000
Bidding:	5% =	$ 1,000
Construction Observation:	35% =	$ 7,000
Post Construction :	10% =	$ 2,000
Total LEED Process Fee	**100%**	**$ 20,000**
Total LEED Fee		**$ 20,900**

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pc

Exhibit 'A'

Reimbursable Costs Schedule

The following is an estimated schedule of reimbursable costs, which are not a part of the Architect's Basic Services and shall be reimbursed by the owner without a mark-up.

Soil Borings	$ 2,500 -$ 3,500
LEED Filing Fees	$ 3,150 - $3,950
State Filing Fees	$ 800 - $ 1,400
Detailed Cost Estimating	$ 3,200 - $ 4,800
Bidding Document Printing	$ 2,500 - $ 3,500
Data-Telecommunications Design	$ 4,000 - $ 5,000
Design Services Contingency	$ 6,400 - $12,800
Rendering(1)	$ 800 - $ 1,200

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Exhibit 'B'
Project Approach–Proposed Planning Schedule

A/E Process

The architectural engineering process is traditional in its general approach of working from the general to the specific. It is the overlying process in which the elements of Shelter Design and LEED/Green Design interface. It works from the big picture concept of a layout or system down to the detail of a kennel or particular aspect of a building system. The general A/E Process is outlined below:

Pre-Contract

December 2015

In understanding the Contract Conditions it is important to identify initial parameters of the project. IT is the basis from which the fee is set and altered from should the Scope of Work change significantly throughout the Design Process.

- Set initial Scope of Work
- Define Budget
- Determine Potential Inclusion of LEED Process
- Determine Schedule

Programming and Problem Definition

January 1, 2016 – January 22, 2016

- Conduct Program Interviews with Owners/Users
- Generate Building Program
- Determine extent of Interest in LEED
- Evaluate/Confirm Scope of Work
- Define/Confirm Budget
- Determine/Confirm Schedule
- Assist Owner in ordering Site Survey
- Assist Owner in ordering Soil Borings

Schematic Design Phase

January 23, 2016 – March 11, 2016

- Determine Options in Building Layout
- Incorporate Shelter Design approaches Driving Design
- Generate Building Form and Elevations
- Develop Building Options into one Schematic Approach
- Conduct Code Review
- Investigate Green Building Systems
- Determine Building MEP Systems
- Determine Building Structural System
- Evaluate LEED Prerequisites for Qualification
- Conduct Cost-Benefit for LEED/Green Approaches
- Determine NO/GO for LEED: Make Application
- Confirm/Align Schematic Design with Budget
- Review and Approval of Schematic Design by Owner

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Exhibit 'B'
Project Approach–Proposed Planning Schedule

Design Development Phase

March 12, 2016 – May 6, 2016

- Develop Design Elements of individual spaces
- Develop Architectural Plans and Elevations
- Determine Mechanical/Electrical Building Loads
- Generate Building Sections to set heights, plenums, and general wall and roof construction
- Continue LEED Process
- Develop Outline Specifications
- Confirm/Align Design Development with Budget
- Review and Approval of Design Development by Owner

Construction Documents

May 7, 2016 – July 31, 2016

- Generate Construction Drawings
- Coordinate MEP and Structural work
- Confirm/Align 50% Construction Documents w/ Budget
- Complete Specifications, Include LEED Requirements
- Assist Owner with Front End Bidding Documents
- Review and Approval of 90% Construction Documents by Owner
- Complete Construction Documents

Bidding

August 1-31, 2016

- Assist Owner in Distribution of Bidding Documents
- Submit Project for Construction Design Release
- Submit LEED Final Design Documents
- Attend/Conduct Pre-Bid Conference
- Receive Contractor Questions and Issue Addenda
- Assist Owner with Receipt of Bids
- Request Subcontractors and Products List
- Assist Owner with Review and Recommendation of Bid

Construction Observation

September 2016 – June 2017

- Assist Owner with Owner-Contractor Agreement
- Assist Owner with Pre-Construction Conference
- Review Schedule and Schedule of Values
- Attend bi-weekly Progress Meetings
- Conduct on Site Reviews and Field Reports
- Review Contractors Pay Applications
- Review Shop Drawings
- Answer Contractor's Request for Information
- Generate Proposal Requests and Change Orders
- Conduct Final Reviews
- Assist Contractor/Owner with LEED submittals
- Assist Owner in Close-out Documents

Post Construction

July 2017-June 2018

- Assist in LEED Follow-up
- Conduct 9-month Warranty Item Review
- Document One-Year Warranty Item Issues to Contractor

KIRKWOOD
designstudio
pc

113 east 6th street
bloomington, in 47408
812.331.0255 ph
812.331.0755 fax
www.kdsarchitects.com

ARCHITECTURE + PLANNING

Exhibit 'C'

KDS FEE SCHEDULE

HOURLY RATES

Architectural:

Principal Architect	$130.00/hr.
Project Manager / Project Architect	$ 110.00/hr.
Graduate Architect I	$ 80.00/hr.
Graduate Architect II	$ 75.00/hr.
Graduate Architect III	$ 65.00/hr.
Clerical	$ 45.00/hr.

REIMBURSABLE EXPENSES

Reimbursable expenses will be billed at actual cost. Such items include, but are not limited to:

1. Drawing reproduction and photocopying related to the preparation of multiple final construction or bid sets.

2. Overnight express mail, message delivery services and other shipping charges.

3. Additional insurance limits not normally carried by Kirkwood Design Studio, P.C., or its consultants.

4. State of Indiana plan review fees or any agency review fees.

5. State of Indiana variance fees and associated code consultant fees.

6. Local Planning and Zoning submittal and review fees.

KIRKWOOD DESIGN STUDIO, P.C.

Exhibit 'D'

GENERAL TERMS AND CONDITIONS

Access To Site:

Unless otherwise stated, KDS will have access to the site for activities necessary for the performance of our services.

Ownership of Documents:

All documents produced by KDS under this agreement shall remain the property of KDS and may not be used by the Client for any other endeavor without the written consent of KDS.

Dispute Resolution:

Any claims or disputes made during design, construction or post construction between the Client and KDS shall be submitted to non-binding mediation. The Client and KDS agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators involved in this project, thereby providing for mediation as the primary method for dispute resolution between all parties.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and KDS, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, KDS's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause, shall not exceed $50,000 or KDS's fee for this project, whichever is the lesser. Such causes include, but are not limited to, KDS's negligence, errors or omissions.

Billings/Payments:

Invoices for KDS's services shall be submitted on a monthly basis, and shall be payable within 21 days after the invoice date. If the invoice is not paid within 60 days, KDS may, without liability whatsoever to the Client and after giving 7 days written notice, suspend services under this agreement until all past due accounts have been paid. Payment of invoices shall not be subject to any discounts or set-offs by the Client.

Opinion of Probable Construction Cost:

The Client understands that KDS has no control over the cost or availability of labor, equipment or materials, or over market conditions. KDS's opinion of probable construction cost is made on the basis of KDS's professional judgment and experience. KDS makes no warranty that the bids or the negotiated cost of the Work will not vary from KDS's opinion of probable construction cost.

Assignment:

Neither party to this Agreement shall transfer, sublet, or assign any rights or interest in this Agreement without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by KDS shall not be considered an assignment for purposes of this agreement.

Attorney's Fees:

In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in the litigation.

Hazardous Materials:

Both parties acknowledge that KDS's scope of services does not include any services related to the presence of any hazardous or toxic materials. KDS may, at its option and without liability for consequential or other damages, suspend performance of its services until the Client retains appropriate parties to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Record Drawings:

Since Record Drawings are based on unverified information provided by other parties, which KDS shall assume will be reliable, KDS cannot and does not warrant their accuracy.

Standard of Care:

In providing services under this Agreement, KDS will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. KDS makes no warranty as to its professional services rendered under this Agreement.

Termination of Services:

In the event of termination of this Agreement by either party, the Client shall within 30 days of termination pay KDS for all services rendered and all reimbursable costs incurred by KDS up to the date of termination.

113 EAST 6TH STREET, BLOOMINGTON, IN 47408 812.331.0255 FAX 331.0755

CITY OF BLOOMINGTON

Board of Public Works
Staff Report

Project/Event: Installation of EV Charging Stations
Petitioner/Representative: Public Works/Parking Garages
Staff Representative: Ryan Daily
Meeting Date: June 13, 2017

The City of Bloomington, Public Works Department, has requested quotes to replace and purchase electric charging Stations on the 2nd Floor of the Walnut Street Garage and the 3rd Floor of the Morton Street Garage.

Quotes were requested from the following contractors with quotes as follows:

EV Charging Stations

SemaConnect	$12,760
LilyPad	$19,264
National Car Charging LLC.	$23,738
Carbon Day	$21,383
EVConnect	**$10,011**

Electrical Wiring Install

Cassidy Electric	$17,550
Multicraft Electric	**$12,600**
Woods Electric	$14,500

Staff Recommends using EVConnect at the quoted price of $10,011 for EV Station Purchase and MultiCraft Electrical at the quoted price of $12,600 for Electrical Wiring Installation.

Recommend **X Approval** **Denial** **by: Ryan Daily**

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evconnect

Quote

Quote Number: 2111

Payment Terms: Net 45 days
Expiration Date: 06/30/2017

Quote Prepared For

Ryan Daily
City of Bloomington, IN
401 North Morton St
Bloomington, IN 47404
United States
Phone:812-349-3844
dailyr@bloomington.in.gov

Quote Prepared By

Jaime Duyck
EV Connect
615 N. Nash Street, Suite 203
El Segundo, CA 90245
United States
Phone:310-341-2180
Fax:310 425 7992
jduyck@evconnect.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Yearly_Items					
1)	4	EVC Charge Station Management System - Self-Managed, Level 2, 1 Yr Includes network software license, personalized web based portal with dashboard and reporting tools, mobile app for drivers, cellular data services, payment processing via Credit Card & PayPal, 24x7x365 driver phone support. 1 Year Subscription per charging port.	$249.00	$249.00	$996.00
			Yearly Total		**$996.00**
One-Time Items					
2)	4	EV-Box Business Line, Single - Connected (HUB) 32A 18ft Cable - 2yr parts warranty included Business Line, 1-Phase/32A, one 18ft J1772 cable; GSM modem; RFID Reader; 2 year warranty	$1,695.00	$1,695.00	$6,780.00
3)	4	Business Line Wall Mount kit BusinessLine Adapter kit for CombiPole	$65.00	$65.00	$260.00
4)	1	Charge Station Commissioning	$395.00	$395.00	$395.00
5)	4	EV-Box 1 Year Parts-Only Extended Warranty (Business Line - Single) 1 year parts-only extended warranty for Business Line - Single. (Applies to years 3 through 5)	$95.00	$95.00	$380.00
6)	4	3 Year Labor Warranty Per Port	$699.00	$699.00	$2,796.00
7)	4	Charging Station Shipping - Standard Ground - US only	$100.00	$100.00	$400.00
			One-Time Total		**$11,011.00**
			Subtotal		**$12,007.00**
			Total Taxes		**$0.00**
			Total		**$12,007.00**

Authorizing Signature _____

Date _____

EV Connect is a total solutions provider to the rapidly growing and evolving electric vehicle charging and management industry. The Company has developed and delivers the most flexible and robust electric vehicle (EV) charging network and cloud-based management platform in the industry. The EV Connect platform ensures that customers get the lowest Total Cost of Ownership (TCO) and highest return from their EV charging investment (ROI). The Company is a one-stop-shop for workplace, governmental, educational, retail and multi-family residential charging station solutions.

The purchase of EV charging station equipment and/or installation services requires a 25% deposit of the total amount for equipment and installation services, if ordered, which is due and payable by the customer upon acceptance of the quote or delivery of a customer purchase order. Upon shipping of the charging station equipment from the manufacturer, the customer is required to pay the balance due (the remaining 75%) for the equipment. Upon charging station commissioning, the customer is required to pay the balance of the installation charges (the remaining 75%), if ordered, any commissioning fees, and the first management software term, as stated in this quote.

evconnect

EV Connect Terms & Conditions

(Effective January 1, 2016)

1. Definitions

A. **Customers.** Customers are defined as those entities (companies or individuals) which purchase charging station equipment; charging station services; charging station management services; or any other products or services which EV Connect sells.

B. **Charging Stations.** Electric vehicle charging stations which are manufactured by other entities, but resold by EV Connect to Customers.

C. **SaaS Services** or **Management Services.** Software-as-a-Service or Management Services refer to the management service and platform provided by EV Connect to the Charging Stations or charge stations not purchased from or through EV Connect.

D. **Charging Systems.** Charging Systems include Charging Stations, installation of Charging Stations (even if the installation is not for charging stations purchased from or through EV Connect), and SaaS Services (even if management is not for charging stations purchased from or through EV Connect).

E. **Parties.** Refers to EV Connect and Customers jointly.

2. Placement of Orders

A. **Purchase of Charging Systems.** These Terms and Conditions of Purchase ("Terms") govern the Customer's purchase of Charging Systems from EV Connect. Customer's initial purchase and all future purchases of Charging Systems made by Customer shall be made by a binding, written purchase order from the Customer specifying (i) the number of Charging Station(s) to be purchased; (ii) models of Charging Station(s) to be purchased, (iii) requested delivery date(s) (which, absent agreement between the parties, shall be a date that is no less than sixty (60) days after the date of the purchase order from the Customer), and (iv) that Customer's purchase of Charging Systems is subject to all of the terms and conditions contained in these Terms. Any additional printed terms and conditions in Customer's purchase order which conflict with, vary or add to the terms and conditions of these Terms, shall be of no force and effect, unless the parties hereto agree in writing, in advance, to accept such additional terms and conditions.

B. **Acceptance of Purchase Orders.** All purchase orders and modifications to purchase orders are subject to acceptance or rejection by EV Connect in its sole discretion. No purchase order shall be binding upon EV Connect unless and until so accepted in writing by an authorized representative of EV Connect. EV Connect agrees to use commercially reasonable efforts to notify Customer of its acceptance or rejection of Customer's order within ten (10) business days after receipt thereof. Any Customer purchase order accepted by EV Connect is referred to in these Terms as, an "Accepted Order." Accepted Orders are non-cancelable, non-returnable and non-refundable.

C. **Refusal of Purchase Orders.** EV Connect may withhold shipments to Customer if Customer has (i) exceeded its applicable credit limit, if any, and not provided for prepayment, (ii) is in violation of its payment obligations or otherwise is in material breach of these Terms, (iii) is deemed by EV Connect, in its sole discretion, to be a competitive attempt to damage the reputation of or intellectual property of EV Connect.

D. **Stations Require Subscription to SaaS Offerings.** The Charging Stations are designed to work with EV Connect's cloud-based application services ("SaaS Offerings"). Access to SaaS Offerings requires the

Customer to enter into a Master Services and Subscription Agreement with EV Connect for such SaaS Offerings.

3. Delivery

A. **Shipping Costs; Terms.** All shipping, unless otherwise agreed to by the Parties in writing, shall be FOB Origin (typically, the Charging Station manufacturer's production or warehouse facility). Customer shall be responsible for all costs of shipping, transportation, insurance, warehousing, and other charges and costs associated with shipment of the Charging Systems to Company. All shipping dates are approximate and are based upon prompt receipt of all necessary information from the Customer. In no event shall EV Connect be liable for any costs related to delays in delivery of the Charging Systems. Customer's sole remedy for any material delay in delivery of the Charging Systems shall be cancellation of the order, which must be made in writing to EV Connect no later than 24 hours before the expected (materially delayed) shipment day of the Charging Systems.

B. **Transfer of Title.** Delivery of the Charging Systems to Customer shall be completed upon delivery of the Charging Systems to Customer's location as specified in the Customer's purchase order to EV Connect. Risk of loss and damage to the Charging Systems shall pass to Company upon the delivery of such Charging Systems. EV Connect shall use commercially reasonable efforts to deliver Charging Systems ordered by Customer on the scheduled delivery date. All claims for non-conforming shipments must be made in writing to EV Connect within twenty (20) days of the passing of risk of loss and/or damage, as described above. Any claims not made within such period shall be deemed waived and released.

C. **Substitutions.** EV Connect shall have the right to make reasonable substitutions and modifications to Charging Systems and in the specifications of Charging Systems to be delivered under the terms of any applicable purchase order, provided that such substitutions or modifications will not materially affect overall Charging Station form, fit, function or safety specifications.

4. Invoicing and Payment

A. **Invoicing; Charging Stations.** Unless otherwise agreed in writing by the Parties, EV Connect shall issue an invoice to the Customer on or after the date it or the manufacturer ships the ordered Charging Stations; provided that, EV Connect may condition its acceptance of a purchase order on such credit and/or prepayment terms as EV Connect, in its reasonable discretion, determines appropriate due to, among other things, Customer's prior payment history and/or the size of the order. In the case of any change to the applicable credit and/or prepayment terms, no purchase order or acceptance thereof will be effective unless and until Company has consented in writing thereto. If Company causes a delay in delivery, EV Connect may issue its invoice at any time on or after the scheduled delivery date.

B. **Invoicing; Installation and Management.** Unless otherwise agreed in writing by the Parties, EV Connect shall begin issuing invoices for Charge Station installation and Management Services to the Customer on or after the date the ordered Charging Stations are activated and connected to the EV Connect network. If Company causes a delay in delivery and/or installation of the Charging Stations, EV Connect may issue its invoice at any time on or after the scheduled delivery date for all components of the Charging Systems.

C. **Payment Terms.** All invoices shall be paid within forty-five (45) days of Customer's receipt thereof. Fees for SaaS Services subscriptions, unless pre-paid, shall be invoiced on each anniversary date of the Charge Station's activation. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law.

D. **Payment Default.** Should Customer not make payment for SaaS Services within sixty (60) days of an invoice for said Services, EV Connect may, at its sole discretion, (i) discontinue offering SaaS Services to the Customer, (ii) deactivate the Charging Station(s) related to the unpaid invoices, and (iii) only restore functionality to the affected Charging Stations upon full-payment of all outstanding invoices for SaaS Services and payment of a $250 reactivation charge.

E. **No Right of Set-Off; No Right of Return.** Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of EV Connect. All sales are final and Customer shall have no right of return, provided, that, EV Connect shall comply with its obligations under the Warranty (as defined below).

F. **Taxes, Duties, Etc.** All amounts due to EV Connect under these Terms and/or any applicable purchase order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States or any foreign, state or local governmental entity or instrumentality thereof on the purchase, shipment, use or sale of the Charging Systems by or to the Customer, other than taxes measured by EV Connect's income, corporate franchise, or personal property ownership. Where applicable, EV Connect shall bill Customer for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Customer; provided that, EV Connect's failure to so bill the Customer shall not relieve Customer from the obligation to pay any Taxes described in this Section 3.E.

G. **Payment in Dollars.** All amount payable under these Terms shall be paid in United States Dollars. If Company is located outside of the United States, Customer agrees to take all necessary actions required, including registration of these Terms and application for permission to make payments to EV Connect hereunder, with the appropriate government authorities in the Customer's jurisdiction, or such other institution or official, and to take such other measures as may be necessary to comply with any government currency controls in effect in Customer's jurisdiction, as soon as reasonably practicable after execution of these Terms. Customer shall remit payment to EV Connect, at Customer's option:

   i. via wire or ACH transfer to an account designated by EV Connect in writing from time-to-time; or
   ii. by check drawn on a registered and certified bank or financial institution, made out to "EV Connect, Inc."

H. **All Orders Subject to Credit Approval.** All orders are subject to credit approval by EV Connect. The amount of credit or terms of payment may be changed or credit withdrawn by EV Connect in its reasonable discretion without advance notice. EV Connect may, in its sole discretion, withhold further manufacture, performance or shipment; require immediate cash payments for past and future shipments or performance; or require other security satisfactory to EV Connect before further manufacture, performance or shipment is made; and may, if shipment has been made, recover the goods from the carrier pending receipt of such assurances.

I. **Provisions Relating to Shipments in Lots.** If these Terms require or authorize delivery of goods in separate lots, shipments or milestones to be separately accepted by Customer, Customer may only refuse such portion of a lot, shipment or milestone that fails to comply with the requirements of these Terms. Customer may not refuse to receive any lot or portion thereof for failure of any other lot or portion or a lot to be delivered or to comply with these terms, unless such right of refusal is expressly provided for on the face hereof. Customer shall pay for each lot in accordance with the terms hereof. Products held for Customer are at Customer's sole risk and expense.

J. **Prices do not include Freight, Etc.** Except to the extent expressly stated in these Terms, EV Connect's prices do not include any freight, storage, insurance, taxes, excises, fees, duties or other government charges related to the goods, and Customer shall pay such amounts or reimburse EV Connect for any amounts EV Connect pays. If Customer claims a tax or other exemption or direct payment permit, it shall

provide EV Connect with a valid exemption certificate or permit and indemnify, defend and hold EV Connect harmless from any taxes, costs and penalties arising out of same. EV Connect's prices include the costs of its standard domestic packing, only. Any deviation from this standard packing (domestic or export), including U.S. Government sealed packing, shall result in extra charges to the Customer. To determine such extra charges, Customer should consult with EV Connect's sales personnel. Any and all increases, changes, adjustments or surcharges (including, without limitation, fuel surcharges) which may be in connection with the freight charges, rates or classification included as part of these terms, shall be for Customer's account.

K. **Disputes.** In the event Customer disputes any portion or all of an invoice, it shall notify EV Connect in writing of the amount in dispute and the reason for its disagreement within twenty-one (21) days of receipt of the invoice. The undisputed portion shall be paid when due, and finance charges on any unpaid portion shall accrue, from the date due until the date of payment, to the extent that such amounts are finally determined to be payable to EV Connect.

L. **Remedies upon Payment Default.** Upon Customer's default of these Terms, EV Connect may, in addition to any other rights or remedies it may have at law or otherwise, subject to any cure rights of Customer, declare the entire balance of Customer's account immediately due and payable or foreclose any security interest in the goods delivered. If any unpaid balance is referred for collection, Customer agrees to pay EV Connect, to the extent permitted by law, reasonable attorneys' fees in addition to all damages otherwise available, whether or not litigation is commenced or prosecuted to final judgment, play any court costs or expenses incurred by EV Connect, and any finance charges accrued on any unpaid balance owed by Customer. In addition to these remedies, Customer may also be sanctioned by the terms stated in Section 4.C. above.

M. **Suspended Shipments.** EV Connect reserves the right to suspend further shipments of goods if Customer is over forty-five (45) days late in payment of an undisputed invoice. EV Connect reserves the right to terminate the order if Customer is over sixty (60) days late in payment of an undisputed invoice

5. Installation

A. Unless specifically contracted with EV Connect, Customer shall be responsible for arranging for the installation and provisioning of the Charging Systems and for the costs thereof. At Customer's request, EV Connect may provide the names and contact information of one or more installers of Charging Systems; provided that, in providing such information EV Connect makes no representation or warranty of any kind, nor does it undertake any liability, with respect to or regarding the quality of any installation or other services performed by any such installer. EXCEPT AS SPECIFICALLY AGREED TO IN WRITING, EV CONNECT IS NOT RESPONSIBLE FOR AND WILL NOT BE LIABLE FOR, THE QUALITY OF ANY INSTALLATION SERVICES OR ANY CLAIM IN ANY WAY RELATING TO OR RESULTING FROM SUCH SERVICES.

6. Warranties/Limitation of Liability

A. **Warranty.** Unless expressly contracted with EV Connect, the Charging Station(s) is covered by the terms of the Charging Station's manufacturer's standard parts-only product Warranty (the "Warranty"), which will expire on one year from the date of installation. All applicable warranties with respect to the Charging Station are set forth in the manufacturer's warranty, and are hereby incorporated by reference into these Terms.

B. **Post-Warranty Maintenance.** Customer acknowledges and agrees that in order to obtain warranty and/or other maintenance services for the Charging Systems after expiration of the Warranty, Company must purchase extended warranties and/or maintenance agreements directly from EV Connect.

C. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, EV CONNECT MAKES NO WARRANTY WITH RESPECT TO THE PERFORMANCE OF THE CHARGING STATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. EV CONNECT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS BY THE CHARGING STATIONS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EV CONNECT DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF CHARGING STATIONS.

D. Limitation of Liability.

i. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EV CONNECT BE LIABLE TO COMPANY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THESE TERMS OR THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY OR ITS AGENTS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ii. CUSTOMER'S SOLE REMEDY FOR ANY BREACH BY EV CONNECT OF ITS OBLIGATIONS OR WARRANTIES UNDER THESE TERMS SHALL BE LIMITED TO, AT EV CONNECT'S OPTION, REPAIR OR REPLACEMENT OF THOSE CHARGING STATIONS TO WHICH SUCH BREACH IS APPLICABLE OR REFUND BY EV CONNECT OF ALL OR A PART OF THE PURCHASE PRICE OF THE NON-CONFORMING CHARGING STATIONS.

E. **Warranty Exclusions.** The Warranty set forth in these Terms is subject to certain exclusions as more fully set forth in the Warranty. CUSTOMER HAS BEEN INFORMED AND UNDERSTANDS THAT, IN THE EVENT ANY SUCH EXCLUSION BECOMES APPLICABLE, ALL REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TERMS SHALL IMMEDIATELY BECOME NULL AND VOID.

F. **Exclusive Remedies.** THE REMEDIES CONTAINED IN SECTION 6 ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND ARE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES COMPANY MAY HAVE AGAINST EV CONNECT WITH RESPECT TO NONCONFORMANCE OF THE CHARGING STATIONS.

7. Intellectual Property

A. **Restrictions on Use.** Company shall not:

i. create derivative works based on the Charging Systems or the SaaS Services (including mobile applications);

ii. copy, frame or mirror any part or content of the Charging Systems;

iii. reverse engineer any Charging Station, Charging Systems software, SaaS Services; or

iv. access the Charging Systems for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of the Charging Systems.

B. **Ownership of Intellectual Property.** All right, title and interest in and to any intellectual property related in any way to the Charging Systems (including SaaS Services and mobile applications) is, and shall remain,

the exclusive property of EV Connect. For these purposes, the term "intellectual property" shall mean, all of a party's patents, patent applications, patent rights, copyrights, moral rights, algorithms, devices, application programming interfaces, databases, data collections, diagrams, inventions, methods and processes (whether or not patentable), know-how, trade secrets, trademarks, service marks and other brand identifiers, network configurations and architectures, proprietary information, protocols, schematics, specifications, software (in any form, including source code and executable code), techniques, interfaces, URLs, web sites, works of authorship, and all other forms of technology, in each case whether or not registered with a governmental entity or embodied in any tangible form and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world in any way arising prior to or during the term of these Terms. 7. General A. Attorneys' Fees. If any action at law or in equity is necessary to enforce the terms of these Terms, the prevailing party shall be entitled to reasonable attorneys' fees, costs and expenses in addition to any other relief to which the prevailing party is otherwise entitled.

C. **Force Majeure.** Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, governmental action, labor conditions, earthquakes, or any other cause which is beyond the reasonable control of such party.

D. **Waiver.** The failure of either party to require performance by the other party of any provision hereof shall not affect such party's full right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

E. **Severability.** In the event that any provision of these Terms shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

F. **Assignment.** The rights and liabilities of the parties hereto shall bind and inure to the benefit of their successors, executors or administrators, provided, however, that neither EV Connect nor Company may assign or delegate these Terms or any of its licenses, rights or duties under these Terms, whether by operation of law or otherwise, without the prior written consent of the other party in its reasonable discretion; provided, however, that Company and EV Connect shall each be entitled to assign these Terms to an affiliate or to its successor in interest by way of merger, acquisition of substantially all of the assets of assignor or any similar event (collectively, "Acquisition Transactions"); and provided further, however, that notwithstanding any Acquisition Transaction, Company shall not assign these Terms to any competitor of EV Connect without EV Connect's prior written consent, in its sole discretion. Any attempted assignment in violation of this provision shall be void.

G. **Notices.** Any notice, request, demand or other communication by the terms hereof required or permitted to be given by one part to the other shall be given in writing by email with confirmation of receipt, certified or registered mail, return receipt requested, fax or courier addressed to such other party or delivered to the address for each party set forth below their respective signatures, or at such other fax, email address or office address as may be given from time to time by either of the parties.

H. **Controlling Law.** These Terms shall be governed in all respects by the laws of the State of California, exclusive of conflicts of law principles.

I. **Venue.** The State and Federal courts located in Los Angeles County, California shall have exclusive jurisdiction and venue over any dispute arising out of or relating to these Terms. Each of the Parties submits to the jurisdiction and venue of these courts.

J. **Entire Agreement.** These Terms and the attachments hereto constitute the entire agreement between the parties regarding its subject matter. It supersedes, and its terms govern, all prior proposals, agreements, or other communications between the parties, oral or written, regarding such subject matter. These Terms shall not be modified unless done so in a writing signed by an authorized representative of each party.

This quote is subject to the EV Connect Terms of Sale, Master Services & Subscription Agreement and any additional supplements attached hereto. Customer signature on this quote signifies explicit agreement with the terms contained therein. Please contact customer_support@evconnect.com or (888) 780-0062, should you have any questions.

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CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 6.9.17

EV CONNECT
MASTER SERVICES AND SUBSCRIPTION AGREEMENT

This Master Services and Subscription Agreement (this "Agreement"), is hereby made a part of, and effective as of the date of acceptance (the "Effective Date") of, each Subscription Order accepted by EV Connect, Inc., a California corporation ("EVC"), with respect to the subscriber named therein ("Subscriber").

1. **DEFINITIONS**. The following terms shall have the definitions set forth below when used in this Agreement:

1.1. "Addendum" means an addendum to this Agreement which amends or supplements the terms of the Agreement, but is otherwise incorporated into and made a part hereof.

1.2. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of fifty percent (50%) or more of the voting interests of the subject entity.

1.3. "Authorized User" means any person authorized by Subscriber to access and use its Charging Stations.

1.4. "Charging Station" means the electric vehicle charging station(s) owned by Subscriber or provided by EVC pursuant to a subscription hereunder, which have embedded within them EV Connect hardware and/or firmware, enabling Subscriber to register and activate such charging stations on the EVC Charging Network.

1.5. "Cloud Services" means the various "software as a service" offerings made available for subscription to Subscriber by EVC.

1.6. "Documentation" means written information (whether contained in user or technical manuals, product materials, specifications or otherwise) pertaining to EVC Charging Network Services and/or the EVC Charging Network and made available from time to time by EVC to Subscriber in any manner (including on-line).

1.7. "EVC" means EV Connect, Inc., a California corporation.

1.8. "EVC Charging Network" means the open-platform network of electric vehicle charging stations and the vehicle charging applications it delivers, that is operated and maintained by EVC in order to provide various services to, among others, Subscriber, its employees, and Authorized Users.

1.9. "EVC Charging Network Portals" means any of the secure Internet web portals and mobile smart phone applications established and maintained by EV Connect which will allow Subscriber to access EVC Charging Network Services.

1.10. "EVC Charging Network Services" means, collectively, the various software as a service offerings made available for subscription by EVC.

1.11. "EVC Intellectual Property" means all Intellectual Property Rights of EVC relating to the EVC Marks, the EVC Charging Network, the EVC Charging Network Services, Radio Frequency Identification Cards, EVC Charging Network Portals, and all related accounts, mobile or web-based client applications, and all other Intellectual Property Rights of EVC, regardless of the nature of such rights.

1.12. "EVC Marks" means the various trademarks, service marks, names and designations used in connection with the EV Connect products and services, including, without limitation, EVC Charging Network.

1.13. "Installation Services" means, if provided under this Agreement, the installation, network provisioning and testing by EVC of Charging Stations at Subscriber's facilities. Installation Services will be subject to a separate agreement with EVC or its subcontractor.

1.14. "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, franchises, licenses, inventories, know-how, trade secrets, Subscriber lists, proprietary processes and formulae, all source and object code, algorithms, architecture, structure, display screens, layouts, inventions, development tools and all documentation and media constituting, describing or relating to the above, including, without limitation, manuals, memoranda and records.

1.15. "Maintenance Services" means, if selected, the hardware maintenance services to be performed by EVC with respect to Charging Stations. Maintenance Services will be subject to a separate agreement executed by Subscriber and EVC.

1.16. "Malicious Code" means viruses, worms, time bombs, Trojan horses and all other forms of malicious code, including without limitation, malware, spyware, files, scripts, agents or programs.

1.17. "Party" means each of EVC and Subscriber.

1.18. "Regulatory Charges" means any and all charges that are imposed on the use of electric vehicle charging stations by applicable state and federal regulatory authorities.

1.19. "Removal Services" means, if applicable, upon termination of the subscription applicable to one or more Charging Stations under this Agreement, the disconnection and removal by EVC of such Charging Stations. Removal Services will be subject to a separate agreement with EVC or its subcontractor.
1.20. "Services Fees" means the fees payable by Subscriber to EVC for, as applicable, (a) subscribing to any EVC Charging Network Services as set forth in an applicable purchase order issued by Subscriber and accepted by EVC; (b) EVC Charging Stations; (c) Installation Services; (d) Maintenance Services; and (e) Removal Services.
1.21. "Session" or "Charging Session" means a session during which an Authorized User is using a Charging Station to charge his or her electric vehicle that lasts for a continuous period of time measuring not less than five (5) minutes, commencing when an Authorized User has accessed such Charging Station and ending when such Authorized User has terminated such access.
1.22. "Session Fees" means the fees set by the Subscriber for each Charging Session, including any applicable Taxes and/or Regulatory Charges.
1.23. "Subscriber" means the party ordering EVC Charging Network Services via a Subscription Order.
1.24. "Subscriber's Charging Station" means a Charging Station that is owned by Subscriber or an Affiliate of Subscriber, or that is leased to or otherwise made available to Subscriber by a party other than EVC.
1.25. "Subscription Order" means a written order for EVC Charging Network Services that is accepted by EVC. EVC may accept or reject any request for services in its sole discretion.
1.26. "Net Session Fees" means the total amount of Session Fees collected on behalf of the Subscriber by EVC less Taxes, Transaction Fees, and Regulatory Charges, if any, required by law to be collected by EVC from Authorized Users in connection with the use of Charging Stations. Except as required by law, Subscriber shall be responsible for the payment of all Taxes and Regulatory Charges incurred in connection with the Charging Stations.
1.27. "Taxes" means sales, use and other taxes imposed on the use of electric vehicle charging stations by applicable taxing authorities.
1.28. "Transaction Fees" means, for each Charging Session, the amount set forth in the Subscription Order, which may be a percentage of the total Session Fees or a fixed dollar amount, to cover the transaction and processing fees incurred during processing of credit card or other payment methods.

2. EVC'S RESPONSIBILITIES AND AGREEMENTS.

2.1. Network Operation. EVC agrees to provide and shall be solely responsible for: (i) provisioning and operating, maintaining, administering and supporting the EVC Charging Network infrastructure (other than Subscriber's Charging Stations and infrastructure for transmitting data from Subscriber's Charging Stations to any EVC Charging Network operations center); (ii) provisioning and operating, maintaining, administering and supporting the EVC Charging Network Web Portal; and (iii) operating the EVC Charging Network in compliance with all applicable laws.
2.2. Limitations On Responsibility. EVC shall not be responsible for, and makes no representation or warranty with respect to the following: (i) Specific location(s) or number of charging stations now, or in the future, owned, operated and/or installed by persons other than Subscriber, or the total number of charging stations that comprise the EVC Charging Network; (ii) Continuous availability of electrical service to any Charging Station; (iii) Continuous availability of any wireless or cellular communications network or Internet service provider network necessary for the continued operation by EVC of the EVC Charging Network; (iv) Availability of or interruption of the EVC Charging Network attributable to unauthorized intrusions; and/or (v) Charging Stations that are not registered with and activated on the EVC Charging Network.

3. SUBSCRIBER'S RESPONSIBILITIES AND AGREEMENTS.

3.1. General. Subscriber shall be solely responsible for: (i) Keeping current its contact information, email address for the receipt of notices hereunder, and billing address for invoices; (ii) updating on the EVC Charging Network Web Portal, within five (5) business days, the registered location to which any of Subscriber's Charging Stations are moved; (iii) The non-warranty maintenance, service, repair and/or replacement of Subscriber's Charging Stations as needed, including informing EVC of the existence of any Subscriber's Charging Stations that are non-operational and not intended to be replaced or repaired by Subscriber; (iv) registration of and activation of Subscriber's Charging Stations on the EVC Charging Network; and (v) Operating and maintaining Subscriber's Networked Charging Stations in compliance with all applicable laws.
3.2. Representations and Warranties of Subscriber. Subscriber represents and warrants to EVC that: (i) It has the power and authority to enter into and be bound by this Agreement and to install (or authorize EVC to install) the Charging Stations and any other electrical vehicle charging products to be registered and activated on the EVC Charging Network at Subscriber Location(s); (ii) The electrical usage to be consumed by Charging Stations will not violate or otherwise conflict with the terms and conditions of any applicable electrical purchase or other agreement including, without limitation, any lease, to which

Subscriber is a party; and (iii) It has not installed or attached, and will not authorize or direct EVC to install, Charging Stations on or to infrastructure not owned by Subscriber without proper authority, or in a manner that will block any easement or right of way.

3.3. Further Agreements Related to Use of the EVC Charging Network. Subscriber further acknowledges and agrees with EVC that: (i) Subscriber will not remove, conceal or cover the EVC Marks or any other markings, labels, legends, trademarks, or trade names installed or placed on the Charging Stations or any peripheral equipment for use in connection with Charging Stations; (ii) Subscriber shall comply with, and shall have responsibility for and cause its employees and agents accessing or using EVC Charging Network Portals to comply with, all of the rules, regulations and policies of EVC; (iii) Subscriber shall be responsible for using the EVC Charging Network Services in compliance with this Agreement, and in particular, shall: (A) use commercially reasonable efforts to prevent unauthorized access to EVC Charging Network Services, (B) not sell, resell, license, rent, lease or otherwise transfer the EVC Charging Network Services to a third party, (C) not interfere with or disrupt the integrity of the EVC Charging Network, the EVC Charging Network Services or any third party data contained therein, and (D) not attempt to gain unauthorized access to the EVC Charging Network or the EVC Charging Network Services or their related systems or networks. All data collected by EVC in connection with the operation of the EVC Charging Network shall be owned by EVC; provided that Subscriber shall have the right to access and use such data, as it pertains to Subscriber's Charging Stations, through a subscription to one or more EVC Charging Network Services.

4. FEES AND PAYMENTS FOR EVC CHARGING NETWORK SERVICES.

4.1. Services Fees. Subscriber shall pay all Services Fees defined in the Subscription Order within forty-five (45) days of its receipt of an invoice with respect thereto. Except as otherwise specified herein, (i) Services Fees are quoted in and payable in U.S. Dollars, (ii) Services Fees for EVC Charging Network Services and Maintenance Services are based on Subscriber's choice of subscription or maintenance plan and not on actual usage, (iii) Service Fees for Installation Services and Removal Services are quoted per Charging Station, and may vary by model and location of the Charging Station; (iv) payment obligations are non-cancelable and are non-refundable, and (v) Services are non-transferable; provided that, Services may be transferred to a Charging Station that is purchased by Subscriber to replace a de-commissioned, previously networked, Charging Station.

4.2. Overdue Services Fees. If any invoiced Services Fees are not received by EVC by the due date, then such charges: (i) may accrue late interest at the rate ("Interest Rate") of one and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until paid, and (ii) in the event Subscriber has not paid Services Fees within forty-five (45) days of the due date, EVC may condition future Services renewals and acceptance of purchase orders for additional EVC Charging Network Services on payment terms other than those set forth herein.

4.3. Acceleration And Suspension of EVC Charging Network Services. If any amount owing by Subscriber under this Agreement is more than forty-five (45) days overdue, EVC may, without otherwise limiting EVC's rights or remedies under this Agreement, terminate this Agreement, and/or suspend the use by Subscriber of the EVC Charging Network Services until such amounts are paid in full.

4.4. Payment Disputes. EVC shall not exercise its rights under Section 4.2 (Overdue Services Fees) or Section 4.3 (Suspension of EVC Charging Network Services) if the applicable charges are under reasonable and good faith dispute and Subscriber is cooperating diligently to resolve the dispute.

4.5. Session Fees. Subscriber shall have sole authority to determine and set in real-time the Session Fees (which shall include all applicable Taxes and Regulatory Charges) applicable to Charging Stations. The Subscriber is enabled to set the Session Fee on the basis of dollars per hour in increments of whole dollars and other per session or per kilowatt hour options.

4.6. Deductions from Session Fees. In exchange for EVC collecting Session Fees on behalf of the Subscriber, the Subscriber hereby authorizes EVC to deduct Transaction Fees and, to the extent required by Section 4.8, applicable Taxes and Regulatory Charges.

4.7. Payment to Subscriber of Net Session Fees. EVC shall remit the US$ equivalent of the Net Session Fees to Subscriber not more than thirty (30) days after the end of each calendar quarter to the address set forth in Subscriber's Account information registered on the applicable Network Web Portal.

4.8. Taxes, Regulatory Charges and Transaction Fees. Subscriber is responsible for the payment of all Taxes and Regulatory charges incurred in connection with Session Fees; provided that, EVC shall be responsible for collection and remittance of all Taxes and Regulatory Charges required by law to be collected and/or remitted to the appropriate taxing or regulatory authorities. In addition, for each Charging Session, EV Connect will charge a Transaction Fee equal to 10% of the total Session Fees, or as otherwise agreed in writing, to cover transaction and payment processing fees.

5. **PROPRIETARY RIGHTS.**

5.1. Reservation of Rights. EVC reserves all right, title and interest in and to the EVC Charging Network Services, including all related Intellectual Property Rights. No rights are granted to Subscriber hereunder except as expressly set forth herein. EVC shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable perpetual license to use or incorporate in the EVC Charging Network Services any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber or Authorized Users relating to the EVC Charging Network Services.

5.2. Restrictions On Use. Except as otherwise agreed in writing, Subscriber shall not: (i) create derivative works based on the EVC Charging Network Services, (ii) copy, frame or mirror any part or content of the EVC Charging Network Services, other than copying or framing on Subscriber's own intranets or otherwise for Subscriber's own internal business purposes, (iii) reverse engineer any Charging Station or Cloud Service, or (iv) access the EVC Charging Network, any EVC Charging Network Web Portal or the EVC Charging Network Services for any improper purpose whatsoever, including, without limitation, in order to (A) build a competitive product or service, or (B) copy any features, functions, interface, graphics or "look and feel" of any EVC Charging Network Web Portal or the EVC Charging Network Services.

5.3. Grant of Limited License For EVC Marks.

(a) License Grant. Subscriber is granted under this Agreement the nonexclusive privilege of displaying the EVC Marks during the Term of this Agreement in connection with Charging Stations. Subscriber warrants that it shall not use any of the EVC Marks for any products other than Charging Stations. From time to time, EVC may provide updated trademark usage guidelines with respect to Subscriber's use of the EVC Marks, which will be made available on a EVC Charging Network Web Portal, in which case Subscriber thereafter shall promptly comply with such guidelines. If no such guidelines are provided, then for each initial use of the EVC Mark, Subscriber must obtain EVC's prior written consent, which shall not be unreasonably withheld or delayed, and after such consent is obtained, Subscriber may use the EVC Mark solely in the approved manner. The EVC Marks may not be used under this Agreement as a part of the name under which Subscriber's business is conducted or in connection with the name of a business of Subscriber or its Affiliates.

(b) No Registration of EVC Marks By Subscriber. Subscriber shall not directly or indirectly register or apply for or cause to be registered or applied for any EVC Marks or any patent, trademark, service mark, copyright, trade name, domain name or registered design that is substantially similar to an EVC Mark, patent, trademark, service mark, copyright, trade name, domain name or registered design of EVC, or that is licensed to, connected with or derived from confidential, material or proprietary information imparted to or licensed to Subscriber by EVC .

(c) Termination And Cessation of Use of EVC Marks. Upon termination of this Agreement, Subscriber will immediately discontinue all use and display of the name EVC and the EVC Marks.

6. **LIMITATIONS ON EVC'S AND SUBSCRIBER'S LIABILITY.**

6.1. Limitation of Liability. EVC's aggregate liability under this Agreement shall not exceed the greater of (i) aggregate Services Fees paid by Subscriber to EVC in the calendar year prior to the event giving rise to the Claim or (ii) Ten Thousand Dollars ($10,000).

6.2. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE OR PROFIT, LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE THE EVC CHARGING NETWORK, ANY EVC CHARGING NETWORK SERVICES, THIS AGREEMENT OR OTHERWISE OR BASED ON ANY EXPRESSED, IMPLIED OR CLAIMED WARRANTIES BY SUBSCRIBER NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY; PROVIDED THAT, IN SUCH INSTANCES, EVC'S LIABILITY IN SUCH CASES SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.3. EXCLUSION OF WARRANTIES. THE EVC CHARGING NETWORK AND THE EVC CHARGING NETWORK SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" FOR SUBSCRIBER'S USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NO INFRINGEMENT. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY;

PROVIDED THAT, IN SUCH INSTANCES THE IMPLIED WARRANTIES GRANTED BY EVC SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Electrical, Cellular And Internet Service Interruptions. Neither EVC nor Subscriber shall have any liability whatsoever to the other with respect to damages caused by: (i) electrical outages, power surges, brown-outs, utility load management or any other similar electrical service interruptions whatever the cause; (ii) interruptions in wireless or cellular service linking Charging Stations to the EVC Charging Network; (iii) interruptions attributable to unauthorized EVC Charging Network intrusions; or (iv) interruptions in services provided by any Internet service provider not affiliated with EVC. This includes the loss of data resulting from such electrical, wireless, cellular or Internet service interruptions.

7. **TERM AND TERMINATION.**

7.1. Term of Agreement. This Agreement shall become effective on the Effective Date and shall continue until the expiration or termination of all applicable Subscription Orders.

7.2. Subscription Term. Subscriptions to EVC Charging Network Services shall commence (i) if such services are acquired for use with a new Charging Station, on the earlier to occur of (x) the date such new charging station is installed and provisioned on the EVC Charging Network or (y) forty five (45) days after the date such new charging station is installed and (ii) in all other cases, the start date specified in the purchase order related thereto. EVC Charging Network Services subscribed to by Subscriber shall continue for the applicable subscription term (the "Subscription Term"), unless this Agreement is otherwise terminated, changed or canceled by EVC or Subscriber as allowed by the terms and conditions set forth herein.

7.3. Termination.

(a) By EVC. This Agreement, all Subscription Terms and Subscriber's continuing access to EVC Charging Network Services may be immediately suspended or terminated: (i) if Subscriber is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days, or five (5) days in the case of any payment default, of the date of its receipt of written notice thereof, (ii) Subscriber becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors, (iii) upon the determination by any regulatory body that the subject matter of this Agreement is subject to any governmental regulatory authorization or review that imposes additional costs of doing business upon EVC, or (iv) if, pursuant to the terms of this Agreement, EVC is otherwise permitted the right to terminate upon the occurrence of an event or events.

(b) By Subscriber. This Agreement may be immediately terminated by Subscriber: (i) if EVC is in material breach of any of its obligations under this Agreement, and has not cured such breach within thirty (30) days of the date of its receipt of written notice thereof, or (ii) EVC becomes the subject of a petition in bankruptcy or any other proceeding related to insolvency, receivership, liquidation or an assignment for the benefit of creditors. This Agreement may be terminated by Subscriber for convenience upon the voluntary deactivation and removal from registration via the applicable EVC Charging Network Web Portal of all Subscriber's Charging Stations from the EVC Charging Network, at which time this Agreement shall terminate effective immediately; provided, that Subscriber shall not be entitled to any refund of any Service Fees as a result of such termination for convenience and Subscriber shall remain liable for the payment of Service Fees for any period prior to the termination date through the end of the applicable subscription term. For the avoidance of doubt, Subscriber shall not be entitled to voluntarily deactivate or remove from registration any EVC Charging Stations.

7.4. Refund Or Payment Upon Termination. Upon any termination of this Agreement for cause by Subscriber pursuant to Section 7.3(b)(i), or (ii) the election of EVC to terminate this Agreement pursuant to Section 7.3(a)(iii), EVC shall refund to Subscriber a pro-rata portion of any pre-paid Service Fees based upon the Subscription Term for which such fees were paid and the remaining period of such Subscription Term. Upon any termination for cause by EVC pursuant to Section 7.3(a)(i), (ii) or (iv) or upon the voluntary removal from registration and activation of all of Subscriber's Network Charging Stations from the EVC Charging Network, Subscriber shall pay any unpaid Service Fees covering the remainder of all Subscription Terms. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees for any period prior to the termination date.

8. **MISCELLANEOUS.**

8.1. Amendment Or Modification. No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed or electronically accepted by the Party or Parties against whom the amendment, modification or waiver is to be asserted.

8.2. Waiver. The failure of any Party at any time to require performance by the other Party or Parties of any obligation hereunder will in no way affect the full right to require such performance at any time thereafter. The waiver by a Party of a breach of any provision hereof will not constitute a waiver of the provision itself. The failure of a Party to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of each Party against whom such waiver is sought to be enforced. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.

8.3. Force Majeure. Except with respect to payment obligations, neither EVC nor Subscriber will be liable for failure to perform any of its obligations hereunder due to causes beyond such party's reasonable control and occurring without its fault or negligence (a "Force Majeure Event"). A Force Majeure Event will include, but not be limited to, fire, flood, earthquake or other natural disaster (irrespective of such party's condition of any preparedness therefore); war, embargo; riot; strike; labor action; any lawful order, decree, or other directive of any government authority that prohibits a party from performing its obligations under this Agreement; material shortages; shortage of transport; and failures of suppliers to deliver material or components in accordance with the terms of their contracts.

8.4. Applicable Law. This Agreement will be construed, and performance will be determined, according to the laws of the State of California without reference to such state's principles of conflicts of law and the state and federal courts located in Los Angeles County, California, shall have exclusive jurisdiction over any claim arising under this Agreement.

8.5. Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation arising out of this Agreement.

8.6. Survival. Those provisions dealing with the Intellectual Property Rights of EVC, limitations of liability and disclaimers, restrictions of warranty, indemnification, applicable law and such other provisions which by their nature or terms are intended to survive the termination of this Agreement will remain in full force and effect as between the Parties hereto notwithstanding expiration or termination of this Agreement.

8.7. Severability. Except as otherwise specifically provided herein, if any term or condition of this Agreement or the application thereof to either Party will to any extent be determined jointly by the Parties or by any judicial, governmental or similar authority, to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to this Agreement, the Parties or circumstances other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby. If, however such invalidity or unenforceability will, in the reasonable opinion of either Party cause this Agreement to fail of its intended purpose and the Parties cannot by mutual agreement amend this Agreement to cure such failure, either Party may terminate this Agreement for cause as provided herein above.

8.8. Assignment. Subscriber may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of EVC (not to be unreasonably withheld). In the event of any purported assignment in breach of this Section 8.8, EVC shall be entitled, at its sole discretion, to terminate this Agreement upon written notice given to Subscriber. In the event of such a termination, Subscriber shall pay any unpaid Service Fees covering the remainder of the Service Term for any accepted Purchase Orders. In no event shall any termination relieve Subscriber of any liability for the payment of Service Fees or Transaction Fees for any period prior to the termination date. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. EVC may assign its rights and obligations under this Agreement.

8.9. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous agreements, negotiations, commitments, understandings, representations and writings. All purchase orders issued by Subscriber shall state that such purchase orders are subject to all of the terms and conditions of this Agreement, and contain no other term other than the type of Subscription, the number of stations for which such Subscription is ordered, the term of such subscriptions and applicable subscription fees. To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any purchase order, the Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other documentation shall be incorporated into or form any part of this Agreement, and all such purported terms and conditions shall be null and void.

8.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute but one and the same document.

Master Services and Subscription Agreement
Additional Terms:

9. **Appropriation of Funds**: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of the Agreement by the City of Bloomington are at any time not forthcoming or are insufficient, through failure of any entity, to appropriate funds or otherwise, then the City of Bloomington shall have the right to terminate this Agreement without penalty. (Indiana Code 5-22-17-5)

10. **Verification of New Employee Employment Status**: EV Connect 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.) EV Connect shall sign an affidavit attached as Exhibit A, affirming that EV Connect 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. (Indiana Code 22-5-1.7-11)

11. **No Collusion**: EV Connect is required to certify that it has not, nor has any other member, representative, or agent of EV Connect, entered into any combination or collusion or agreement with any person relative to the price to be offered by any person nor prevent any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. EV Connect shall sign an affidavit attached as Exhibit B affirming that EV Connect has not engaged in any collusive conduct. (Indiana Code 5-22-16-6)

Subscription Order

EV Connect Network Services and Fees

This Subscription Order is subject to, and expressly incorporates and is made a part of, the EV Connect Master Services and Subscription Agreement attached hereto (the "Agreement"). The Subscription shall become binding only upon acceptance by EVC. Capitalized Terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Agreement.

Term

Upon acceptance by EVC, this Subscription Order shall be effective:

Start Date: _____ __, 201_ through

End Date: _____ __, 201_.

Services

EV Connect grants Subscriber license to the following Services, subject to payment of the appropriate fees as set forth below.

_X_ EV Connect Management Services (including 24x7 driver support)

___ Installation Services

___ Removal Services

_X_ Maintenance Services

___ Other, please specify: _____

Equipment

Subject to Subscriber's obligation to pay the fees related to Installation Services, Maintenance Services and Removal Services and execution of a separate agreement related to such services, during the Term EV Connect will provide to Subscriber the Charging Station(s) set forth below, to be installed at the locations set forth below and used in connection with the EV Connect Network Services.

Description of Equipment	Serial Number	Installation Location
Qty: 4 - EV-Box Business Line, Single - Connected (HUB) 32A 18ft Cable - 2yr parts warranty included	TBD	401 North Morton St Bloomington, IN 47404

Service Fees

Subscriber agrees to pay EV Connect in advance on an annual basis for the Services and Equipment identified above.

Product	Fee[1]
EV Connect Management Services (including 24x7 driver support)	$249.00
Installation Services[2]	
Maintenance Services	
Removal Services[2]	
Subscribed Charging Stations	

[1] Fee is accounted on per charge port basis; due at time of network commissioning (the "Subscription Date")

[2] This is a one-time fee per Charging Station

In Witness Whereof, Subscriber and EV Connect, through their duly authorized representatives, hereby agree to the foregoing Subscription Order, subject to the terms and conditions of the EV Connect Master Services and Subscription Agreement.

EV CONNECT, INC.

By: _____

(Signature)

Name: Carlton B. Williams

Title: Director of Operations

Address: 615 N. Nash Street, Suite 203

City: El Segundo

State: CA Zip Code: 90245

Email Address for Notices: cwilliams@evconnect.com

Date: 6/8/17

Subscriber: City of Bloomington, Indiana

By: _____

(Signature)

Name: Ryan Dally

Title: Parking Garage Manager

Address: P. O. Box 100, Suite 120

City: Bloomington

State: Indiana Zip Code: 47402

Email Address for Notices: _____

Date: _____

By: _____

Adam Wason, Director, Public Works Dept.

By: _____

Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 6.9.17

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

EXHIBIT A
AFFIDAVIT REGARDING E-VERIFY

STATE OF CA)
) SS:
COUNTY OF Los Angeles)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the Director (job title) of EV Connect (company name).

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

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

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

Signature

Carlton B. Williams
Printed name

STATE OF Ca)
) SS:
COUNTY OF Los Angeles)

Before me, a Notary Public in and for said County and State, personally appeared Carlton Baltimore Williams and acknowledged the execution of the foregoing this 8th day of June, 2017.

Notary Public

Ashvani Kumar Sood.
Printed name

My Commission Expires: 3/28/20
County of Residence: Los Angeles.

ASHVANI KUMAR SOOD
Comm. #2144754
Notary Public · California
Los Angeles County
Comm. Expires Mar 28, 2020

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles } ss

Subscribed and sworn to (or affirmed) before me on this 8th day of June, 20 18. By Carlton Baltimore Williams, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Notary Seal)

ASHVANI KUMAR SOOD
Comm. #2144754
Notary Public - California
Los Angeles County
Comm. Expires Mar 28, 2020

OPTIONAL

Title or Type of Document:

Document Date: Number of Pages

Signer(s) other than named above:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

EXHIBIT B
NON-COLLUSION AFFIDAVIT

STATE OF CA)
) SS:
COUNTY OF Los Angeles)

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 8 day of June, 2017.

EV Connect
(Name of Organization)

By: [signature]

Director of Operations
(Name and Title of Person Signing)

STATE OF Ca)
) SS:
COUNTY OF Los Angeles)

Subscribed and sworn to before me this 8th day of June, 2017

My Commission Expires:
3/28/20

[signature]
Notary Public Signature

Resident of Los Angeles County

Ashvani Kumar Sood
Printed Name

ASHVANI KUMAR SOOD
Comm. #2144754
Notary Public · California
Los Angeles County
Comm. Expires Mar 28, 2020

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles } ss

Subscribed and sworn to (or affirmed) before me on this 8th day of June, 2017. By Carlton Baltimore Williams, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature

(Notary Seal)

ASHVANI KUMAR SOOD
Comm. #2144754
Notary Public · California
Los Angeles County
Comm. Expires Mar 28, 2020

OPTIONAL

Title or Type of Document:

Document Date: Number of Pages

Signer(s) other than named above:

MultiCraft ELECTRIC

Minority Owned Business

03/28/17

City of Bloomington
Parking Garages
Ryan Daily

Re: EV Charging Station

MultiCraft is pleased to quote $12,600.00 for the installation of the EV Charging Stations at Morton and Walnut street garages.

Morton Street:

1. Demo old EV Station
2. Install (2) 40A 1-P 208v feeds to level 3
3. Install owner furnished EV Stations on knee Wall

Walnut Street:

1. Demo old EV Station
2. Install (2) 40A 1-P 208v feeds to level 2
3. Install (2) Owner furnished EV Station on knee wall.

In both garages, 2-4 future stations have been accounted for in the size of conduit and placement of boxes for additional piping.

This price does not include

1. Testing, Set-up or programming of the EV Stations.
2. No Sales Tax

Thank you,

Brad Thompson

PO Box 2477
Bloomington, IN 47402

Ph 812-336-5005
Fax 812-336-5744

mce@multicraftelectric.com

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PUBLIC WORKS DEPARTMENT

AND

MULTICRAFT ELECTRIC LLC

FOR

INSTALLATION OF ELETRIC VEHICLE CHARGING STATIONS AT

MORTON STREET AND WALNUT STREET PARKING GARAGES

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and __Multicraft Electric LLC_____, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for SCOPE OF WORK, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

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

ARTICLE 1. TERM

1.01. This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01. CONTRACTOR shall complete all work required under this Agreement within forty-five (45) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02. It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02. Upon the submittal of approved claim(s), CITY shall compensate CONTRACTOR in a lump sum not to exceed Twelve Thousand Six Hundred Dollars ($12,600). CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

5.01. CONTRACTOR agrees to indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all claims, actions, causes of action, judgments and liens arising out of any negligent act or omission by CONTRACTOR or any of its officers, agents, officials, employees, or subcontractors or any defect in materials or workmanship of any supply, materials, mechanism or other product or service which it or any of its officers, agents, officials, employees, or subcontractors has supplied to CITY or has used in connection with this Agreement and regardless of whether or not it is caused in part by a party indemnified herein under. Such indemnity shall include attorney's fees and all costs and other expenses arising there

from or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

5.02.05 All cost of completing the work under the Contract shall be deducted from the monies due or which may become due to said CONTRACTOR. In case the expenses so incurred by CITY shall be less than the sum which would have been payable

under the Contract if it had been completed by said CONTRACTOR, CONTRACTOR shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Contract, CONTRACTOR and his Surety will be liable and shall pay to CITY the amount of said excess. By taking over the prosecution of the work, CITY does not forfeit the right to recover damages from CONTRACTOR or his Surety for his failure to complete the work in the time specified.

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

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

5.03. Successors and Assigns

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

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

5.04. Extent of Agreement: Integration

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

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

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05. Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Coverage		Limits
A.	Worker's Compensation & Disability	Statutory Requirements
B.	Employer's Liability Bodily Injury by Accident	$100,000 each accident
	Bodily Injury by Disease	$500,000 policy limit
	Bodily Injury by Disease	$100,000 each employee
C.	Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	$1,000,000 per occurrence and $2,000,000 in the aggregate
	Products/Completed Operation	$1,000,000
	Personal & Advertising Injury Limit	$1,000,000
	Each Occurrence Limit	$1,000,000
	Fire Damage (any one fire)	$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	$1,000,000 each accident
	Bodily injury and property damage	

E.	Umbrella Excess Liability	$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06. **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07. **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08. Non-Discrimination

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

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09. Workmanship and Quality of Materials

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

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

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

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond

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

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

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

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

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

TO CITY:		TO CONTRACTOR:
City of Bloomington		Multicraft Electric LLC
Attn: Ryan Daily, Parking Garage Manager		Brad Thompson, President
P.O. Box 100 Suite 120		830 W. 17th St.
Bloomington, Indiana 47402		Bloomington, IN 47404

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status

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

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

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

_____
Kyla Cox Deckard, President

_____
Kelly M. Boatman, Member

_____
Dana Palazzo, Member

_____
John Hamilton, Mayor of Bloomington

Multicraft Electric LLC

BY:

_____
Contractor Representative

Brad Thompson
Printed Name

President
Title of Contractor Representative

CITY OF BLOOMINGTON
Legal Department
Reviewed By:
Jackie Moore
DATE: 6.5.17

ATTACHMENT 'A'

"SCOPE OF WORK"

INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS IN

MORTON STREET AND WALNUT STREET PARKING GARAGES

This project shall include, but is not limited to:

Contractor shall: *(1) Install electrical line and conduit from junction box to two (2) designated areas in the garages. Electrical lines shall run from the electrical panels along the ceiling of the facility to the spaces below:*

a. *Level 3 of the Morton Street Garage on the North East section of the garage knee-wall.*
b. *Level 2 of the Walnut Street Garage, center lane, across from elevator, left of spaces for persons with a disability, knee-wall*

(2) Use metal conduit for electrical supply with: Metallic EMT 10-ft conduit or equivalent

(3) Mount and install the EV Stations to the wall in accordance with the manufacturer's guidelines.

Specifications: *Charging station shall be on a* ***dedicated electrical circuit.***

Station shall be protected with a ***40 Amp 2-pole common trip circuit breaker.***

Station is designed to ***draw a maximum of 30 Amps.***

Station can operate on either a ***240V or 208V circuit.***

Station requires ***three (3) electrical supply wires*** *(two hot, one ground, no neutral).*

Morton Street Parking Garage:

1. *Demo old EV Station*
2. *Install (2) 40A 1-P 208V feeds to Level 3*
3. *Install owner furnished EV Stations on knee-wall*

Walnut Street Parking Garage:

1. *Demo old EV Station*
2. *Install (2) 40A 1-P 208V feeds to Level 2*
3. *Install owner furnished EV Stations on knee-wall*

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

AFFIDAVIT REGARDING E-VERIFY

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

1. The undersigned is the President (Job title) of MULTICRAFT ELECTRIC LLC, (Company name)

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

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

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

Signature

BRAD THOMPSON
Printed name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared BRAD THOMPSON and acknowledged the execution of the foregoing this 28th day of MARCH, 2018.

NOTARY PUBLIC SEAL INDIANA

Notary Public
GARY NEW
Printed name

My Commission Expires: 11/12/2024

County of Residence: GREENE

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 28th day of MARCH, 20 17.

MULTICRAFT ELECTRIC LLC
(Name of Organization)

By: _____

BRAD THOMPSON PRESIDENT
(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Subscribed and sworn to before me this 28 day of MARCH 2017.

My Commission Expires:

11/12/2024

NOTARY PUBLIC SEAL INDIANA

Notary Public Signature

Resident of GREENE County

GARY NEW
Printed Name

Board of Public Works Claim Register

Invoice Date Range 06/06/17 - 06/16/17

Vendor	Invoice Description	Payment Date	Invoice Amount
Fund **101 - General Fund**			
Department **01 - Animal Shelter**			
Program **010000 - Main**			
Account **43430 - Animal Adoption Fees**			
Karen Lewis	01-Lewis-refund adoption fee-canine	06/16/2017	75.00
Joan Roemer	01-Roemer-refund adoption fee-canine	06/16/2017	75.00
	Account **43430 - Animal Adoption Fees** Totals	2	$150.00
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	01-markers, laminator	06/16/2017	10.86
	Account **52110 - Office Supplies** Totals	1	$10.86
Account **52210 - Institutional Supplies**			
313 - Fastenal Company	01-laundry detergent	06/16/2017	55.52
313 - Fastenal Company	01-cleaning cart	06/16/2017	775.14
313 - Fastenal Company	01-hand sanitizer, towels	06/16/2017	566.63
4633 - Midwest Veterinary Supply, INC	01-milk replacer, fluids	06/16/2017	86.64
4633 - Midwest Veterinary Supply, INC	01-needles	06/16/2017	36.70
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-Large	06/16/2017	51.60
4633 - Midwest Veterinary Supply, INC	01-fecal diagnostic kit, sanitizer, needles	06/16/2017	94.78
4633 - Midwest Veterinary Supply, INC	01-sanitizer, syringes	06/16/2017	195.00
453 - ULINE, INC	01-vinyl basket trucks	06/16/2017	540.64
4666 - Zoetis, INC	01-vaccines	06/16/2017	373.50
4666 - Zoetis, INC	01-antibiotics, vaccines	06/16/2017	664.80
4549 - Kroger Limited Partnership I	06-Rabbit Food	06/16/2017	8.34
4549 - Kroger Limited Partnership I	06-Vounteer Supplies	06/16/2017	43.18
4549 - Kroger Limited Partnership I	06-Rabbitt Food	06/16/2017	9.77
4549 - Kroger Limited Partnership I	06-Volunteer Supplies	06/16/2017	147.95
4549 - Kroger Limited Partnership I	06-Rabitt Food	06/16/2017	6.11
4549 - Kroger Limited Partnership I	06-Tax Refund	06/16/2017	(.36)
	Account **52210 - Institutional Supplies** Totals	17	$3,655.94
Account **52310 - Building Materials and Supplies**			
409 - Black Lumber Co INC	19-ACC-proflex trans duct, dryer hose clamp	06/16/2017	17.95
	Account **52310 - Building Materials and Supplies** Totals	1	$17.95
Account **53130 - Medical**			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-5/15-5/31/17	06/16/2017	1,485.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency visit-5/17/17	06/16/2017	115.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-ray, spay/neuter surgeries-5/13 & 5/16/17	06/16/2017	461.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-dental work, spay/neuter surgeries-5/30/17	06/16/2017	487.29
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-neuter surgeries-5/23/17	06/16/2017	111.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-neuter surgery, eye removal-5/31/17	06/16/2017	290.00
	Account **53130 - Medical** Totals	6	$2,949.79
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control-May 2017	06/16/2017	85.00
	Account **53140 - Exterminator Services** Totals	1	$85.00
Account **53160 - Instruction**			
3560 - First Financial Bank / Credit Cards	06-Vicki Minder Travel	06/16/2017	250.00
3560 - First Financial Bank / Credit Cards	01-Pritchard Travel	06/16/2017	250.00
	Account **53160 - Instruction** Totals	2	$500.00
Account **53220 - Postage**			
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-5/22/17	06/16/2017	20.40
4487 - PMB East, INC (PakMail)	01-BOH shipping-6/1/17	06/16/2017	25.61
	Account **53220 - Postage** Totals	2	$46.01
Account **53230 - Travel**			
3560 - First Financial Bank / Credit Cards	06-Vicki Minder Travel	06/16/2017	244.18
3560 - First Financial Bank / Credit Cards	01-Pritchard Travel	06/16/2017	244.18
	Account **53230 - Travel** Totals	2	$488.36
Account **53610 - Building Repairs**			

Board of Public Works Claim Register

Invoice Date Range 06/06/17 - 06/16/17

Vendor	Invoice Description	Payment Date	Invoice Amount
32 - Cassady Electrical Contractors, INC	19-ACC-installed ground for IT room for new phone equip	06/16/2017	612.57
15572 - Tauren, INC	01-Fiber optic cable repairs	06/16/2017	1,179.00
	Account **53610 - Building Repairs** Totals	2	$1,791.57
Account **53990 - Other Services and Charges**			
4483 - City Lawn Corporation	19-ACC-3410 S. Walnut-mowing 5/12 & 5/18/17 (BC 2017-23)	06/16/2017	200.00
	Account **53990 - Other Services and Charges** Totals	1	$200.00
	Program **010000 - Main** Totals	37	$9,895.48
	Department **01 - Animal Shelter** Totals	37	$9,895.48
Department **02 - Public Works**			
Program **020000 - Main**			
Account **46060 - Other Violations**			
Littrell Clark	14-Clark-refund overpayment pkg citation #E1700102	06/16/2017	40.00
	Account **46060 - Other Violations** Totals	1	$40.00
Account **52110 - Office Supplies**			
651 - Engraving & Stamp Center, INC	02-Employee Recognition Plaque	06/16/2017	35.75
	Account **52110 - Office Supplies** Totals	1	$35.75
Account **52330 - Street , Alley, and Sewer Material**			
19278 - Milestone Contractors, LP	20-asphalt-40.73 tons-4/24-4/28/17	06/16/2017	1,955.04
19278 - Milestone Contractors, LP	20-Gates Drive-surface-296.40 tons-5/10/17	06/16/2017	14,227.20
19278 - Milestone Contractors, LP	20-asphalt for patching-5/2-5/9/17-12.14 tons	06/16/2017	582.72
	Account **52330 - Street , Alley, and Sewer Material** Totals	3	$16,764.96
Account **53170 - Mgt. Fee, Consultants, and Workshops**			
5938 - Kessler Consulting, INC	02-Sanitation Automation Consulting Serv.-April 2017	06/16/2017	1,425.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	1	$1,425.00
Account **53210 - Telephone**			
1079 - AT&T	02-radio circuits-phone charges 4/29-5/28/17-#812 R08-1788 788 1	06/16/2017	180.17
	Account **53210 - Telephone** Totals	1	$180.17
Account **53230 - Travel**			
3560 - First Financial Bank / Credit Cards	02- I69 Summit Travel Reimbursement	06/16/2017	87.48
	Account **53230 - Travel** Totals	1	$87.48
Account **53310 - Printing**			
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	02-Foam Core Posters	06/16/2017	111.63
8002 - Safeguard Business Systems, INC	02-no parking signs-5,250	06/16/2017	997.50
	Account **53310 - Printing** Totals	2	$1,109.13
Account **53710 - Land Rental**			
1136 - The Indiana Rail Road Company	02-annual lease agreement for Polly Grimshaw Trail	06/16/2017	1,500.00
	Account **53710 - Land Rental** Totals	1	$1,500.00
Account **53990 - Other Services and Charges**			
1136 - The Indiana Rail Road Company	02-annual lease agreement for Polly Grimshaw Trail	06/16/2017	17.73
	Account **53990 - Other Services and Charges** Totals	1	$17.73
	Program **020000 - Main** Totals	12	$21,160.22
	Department **02 - Public Works** Totals	12	$21,160.22
Department **04 - Economic & Sustainable Dev**			
Program **040000 - Main**			
Account **53160 - Instruction**			
6040 - Early Learning Indiana, INC	04 - Registration for the Idiana Summit for Econ Dev	06/16/2017	25.00
	Account **53160 - Instruction** Totals	1	$25.00
Account **53910 - Dues and Subscriptions**			
3560 - First Financial Bank / Credit Cards	04 Hootsuite 2017	06/16/2017	5.99
	Account **53910 - Dues and Subscriptions** Totals	1	$5.99
	Program **040000 - Main** Totals	2	$30.99
	Department **04 - Economic & Sustainable Dev** Totals	2	$30.99
Department **06 - Controller's Office**			
Program **060000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	06- Office Supplies-Label tape and batteries	06/16/2017	33.94

Board of Public Works Claim Register

Invoice Date Range 06/06/17 - 06/16/17

Vendor	Invoice Description	Payment Date	Invoice Amount
	Account **52110 - Office Supplies** Totals	1	$33.94
Account **52420 - Other Supplies**			
371 - Pitney Bowes, INC	06- Postage Machine Supplies tape and ink	06/16/2017	264.14
	Account **52420 - Other Supplies** Totals	1	$264.14
Account **53320 - Advertising**			
3560 - First Financial Bank / Credit Cards	12-Job posting for Dir. of Auditing - Ind. CPA Society	06/16/2017	349.00
	Account **53320 - Advertising** Totals	1	$349.00
Account **53730 - Machinery and Equipment Rental**			
933 - United States Postal Service	06-PO Box 100 Annual Fee	06/16/2017	1,100.00
	Account **53730 - Machinery and Equipment Rental** Totals	1	$1,100.00
Account **53990 - Other Services and Charges**			
50587 - Barnes & Thornburg LLP	06- Legal Services Broadband	06/16/2017	1,035.00
260 - Hirons & Company Communications, INC	11-Communications consulting services	06/16/2017	656.25
	Account **53990 - Other Services and Charges** Totals	2	$1,691.25
Account **54440 - Motor Equipment**			
5702 - Altec Industries, INC	06-2017 Altec LR7-60 Aerial Truck with Chpper Box (Street)	06/16/2017	106,491.00
	Account **54440 - Motor Equipment** Totals	1	$106,491.00
	Program **060000 - Main** Totals	7	$109,929.33
	Department **06 - Controller's Office** Totals	7	$109,929.33
Department **09 - CFRD**			
Program **090000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	09-address labels, dry-erase markers, mini hooks	06/16/2017	53.61
	Account **52110 - Office Supplies** Totals	1	$53.61
Account **52420 - Other Supplies**			
11693 - The Award Center, INC	09-Intern and Staff name tags-6	06/16/2017	46.50
3560 - First Financial Bank / Credit Cards	09-CBVN-President's volunteer Service Award	06/16/2017	19.67
	Account **52420 - Other Supplies** Totals	2	$66.17
Account **53230 - Travel**			
3560 - First Financial Bank / Credit Cards	09-registration for Schaich-2017 National Summit on Volunteer En	06/16/2017	200.00
	Account **53230 - Travel** Totals	1	$200.00
Account **53910 - Dues and Subscriptions**			
6042 - International Town & Gown Association	09-Joint City University Membership Fee-3/2017 - 3/2018	06/16/2017	400.00
	Account **53910 - Dues and Subscriptions** Totals	1	$400.00
Account **53990 - Other Services and Charges**			
1847 - Hylant of Indianapolis, LLC	09-Surety bond fee-S. Green	06/16/2017	50.00
1847 - Hylant of Indianapolis, LLC	09-Surety bond fee-J. Luce	06/16/2017	50.00
	Account **53990 - Other Services and Charges** Totals	2	$100.00
	Program **090000 - Main** Totals	7	$819.78
	Department **09 - CFRD** Totals	7	$819.78
Department **10 - Legal**			
Program **100000 - Main**			
Account **46010 - Court Docket Fees**			
199 - Monroe County Government	10-Sweat case 53C04-1103-OV-000504	06/16/2017	114.00
	Account **46010 - Court Docket Fees** Totals	1	$114.00
Account **53120 - Special Legal Services**			
6223 - Faegre Baker Daniels, LLP	10-lobbying services incurred through 4/30/17	06/16/2017	10,000.00
1847 - Hylant of Indianapolis, LLC	10-Notary Bond for Whitlow	06/16/2017	50.00
	Account **53120 - Special Legal Services** Totals	2	$10,050.00
Account **53160 - Instruction**			
3560 - First Financial Bank / Credit Cards	10 FFB Bond seminar	06/16/2017	745.00
	Account **53160 - Instruction** Totals	1	$745.00
Account **53990 - Other Services and Charges**			
3560 - First Financial Bank / Credit Cards	10 FFB Credit Card BMFC annual filing	06/16/2017	22.00
	Account **53990 - Other Services and Charges** Totals	1	$22.00
	Program **100000 - Main** Totals	5	$10,931.00

Board of Public Works Claim Register

Invoice Date Range 06/06/17 - 06/16/17

Vendor	Invoice Description	Payment Date	Invoice Amount
Program **101000 - Human Rights**			
Account **52410 - Books**			
6022 - Simplify Compliance Holdings, LLC (BLR)	10-ADA Compliance Guide 2017	06/16/2017	536.99
	Account **52410 - Books** Totals	1	$536.99
	Program **101000 - Human Rights** Totals	1	$536.99
	Department **10 - Legal** Totals	6	$11,467.99
Department **11 - Mayor's Office**			
Program **110000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	11-tape, tissues, index cards	06/16/2017	7.93
	Account **52110 - Office Supplies** Totals	1	$7.93
Account **53160 - Instruction**			
3560 - First Financial Bank / Credit Cards	11-JH registration for US Conf of Mayors meeting	06/16/2017	800.00
	Account **53160 - Instruction** Totals	1	$800.00
Account **53230 - Travel**			
3560 - First Financial Bank / Credit Cards	11-Tom's flight to Phoenix for conference	06/16/2017	345.95
6051 - Thomas Miller	11-reimbursement for travel expenses to AZ conference	06/16/2017	565.38
	Account **53230 - Travel** Totals	2	$911.33
Account **53990 - Other Services and Charges**			
3560 - First Financial Bank / Credit Cards	11-flowers for Marilyn Skirvin's son-in-law	06/16/2017	67.40
4549 - Kroger Limited Partnership I	11-food for department head retreat #3	06/16/2017	24.74
50761 - Bloomington Sandwich Co, LLC	11-lunches for architect consultants #3	06/16/2017	86.27
50761 - Bloomington Sandwich Co, LLC	11-lunches for architect consultants #2	06/16/2017	110.35
50761 - Bloomington Sandwich Co, LLC	11-lunches for architect consultants #1	06/16/2017	82.40
	Account **53990 - Other Services and Charges** Totals	5	$371.16
	Program **110000 - Main** Totals	9	$2,090.42
	Department **11 - Mayor's Office** Totals	9	$2,090.42
Department **12 - Human Resources**			
Program **120000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	12 Staples office supplies Inv 3340641624	06/16/2017	48.83
	Account **52110 - Office Supplies** Totals	1	$48.83
	Program **120000 - Main** Totals	1	$48.83
	Department **12 - Human Resources** Totals	1	$48.83
Department **13 - Planning**			
Program **130000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	13- 2 sets of earbuds	06/16/2017	21.98
5103 - Staples Contract & Commercial, INC	13-File folders, paper clips, compartment sorters	06/16/2017	30.67
	Account **52110 - Office Supplies** Totals	2	$52.65
Account **52420 - Other Supplies**			
5103 - Staples Contract & Commercial, INC	13 - 2 Office Chairs	06/16/2017	269.00
651 - Engraving & Stamp Center, INC	13-Terri Porter signature stamp	06/16/2017	28.95
	Account **52420 - Other Supplies** Totals	2	$297.95
Account **53230 - Travel**			
6012 - Joseph B Jackson	13-Travel Reimb (lunch)--Floodplain Mgmt Workshop	06/16/2017	13.00
	Account **53230 - Travel** Totals	1	$13.00
Account **53910 - Dues and Subscriptions**			
3560 - First Financial Bank / Credit Cards	13-Andrew ITE (Indiana) Membership Dues - 1 year	06/16/2017	40.00
3560 - First Financial Bank / Credit Cards	13-Neil ITE (Indiana) Membership Dues - 1 year	06/16/2017	40.00
	Account **53910 - Dues and Subscriptions** Totals	2	$80.00
	Program **130000 - Main** Totals	7	$443.60
	Department **13 - Planning** Totals	7	$443.60
Department **19 - Facilities Maintenance**			
Program **190000 - Main**			
Account **52210 - Institutional Supplies**			

Board of Public Works Claim Register

Invoice Date Range 06/06/17 - 06/16/17

Vendor	Invoice Description	Payment Date	Invoice Amount
2966 - Barrett Supplies & Equipment, INC	19-City Hall-trash bags, toilet tissue, paper towels	06/16/2017	1,048.04
	Account **52210 - Institutional Supplies** Totals	1	$1,048.04
Account **52310 - Building Materials and Supplies**			
409 - Black Lumber Co INC	19-City Hall-sanding sponges	06/16/2017	6.48
409 - Black Lumber Co INC	19-City Hall-flag pole-snap ring, rope	06/16/2017	23.98
409 - Black Lumber Co INC	19-20" standard box fan	06/16/2017	39.98
394 - Kleindorfer Hardware & Variety	19-CH-flush valves	06/16/2017	59.98
394 - Kleindorfer Hardware & Variety	19-City Hall-sawzall blades	06/16/2017	15.87
53005 - Menards, INC	19-CH-OOTM-cabinets for kitchen remodel	06/16/2017	235.32
53005 - Menards, INC	19-CH-OOTM-supplies for kitchen remodel	06/16/2017	157.90
53005 - Menards, INC	19-CH-Controllers-poplar board,	06/16/2017	23.18
53005 - Menards, INC	19-CH-OOTM-hardware for kitchen remodel	06/16/2017	166.95
53005 - Menards, INC	19-return-30"H box, shelf, dorr shkr pnl	06/16/2017	(251.94)
53005 - Menards, INC	19-CH-OOTM-cabinets for kitchen remodel	06/16/2017	2,728.99
53005 - Menards, INC	19-return-door shkr pnl, drwr slab pnl, shelf, drw kit	06/16/2017	(259.94)
	Account **52310 - Building Materials and Supplies** Totals	12	$2,946.75
Account **52420 - Other Supplies**			
651 - Engraving & Stamp Center, INC	19-name plates	06/16/2017	101.57
651 - Engraving & Stamp Center, INC	19-City Hall-name plates	06/16/2017	17.72
	Account **52420 - Other Supplies** Totals	2	$119.29
Account **52430 - Uniforms and Tools**			
3560 - First Financial Bank / Credit Cards	19-grip and grabs	06/16/2017	215.76
293 - J&S Locksmith Shop, INC	19-copy of key	06/16/2017	1.59
293 - J&S Locksmith Shop, INC	19-BR350 backpack blower	06/16/2017	296.99
394 - Kleindorfer Hardware & Variety	19-CH-tools-drill bit set	06/16/2017	39.49
394 - Kleindorfer Hardware & Variety	19-CH-tools-tool pouch, work belt, screwdriver, bits	06/16/2017	57.29
394 - Kleindorfer Hardware & Variety	19-CH-drill bits, plunge	06/16/2017	14.76
394 - Kleindorfer Hardware & Variety	19-City Hall-security bits, gas	06/16/2017	34.46
	Account **52430 - Uniforms and Tools** Totals	7	$660.34
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control-May 2017	06/16/2017	55.00
	Account **53140 - Exterminator Services** Totals	1	$55.00
Account **53610 - Building Repairs**			
32 - Cassady Electrical Contractors, INC	19-City Hall-Council Chambers-wiring to install LED lamps	06/16/2017	960.00
3434 - Executive Management Services, INC	19-CH/off site facilities-May 2017 cleaning services	06/16/2017	13,389.00
321 - Harrell Fish, INC	19-City Hall-cooling tower repairs	06/16/2017	216.00
321 - Harrell Fish, INC	19-City Hall-quarterly PM contract-May 2017	06/16/2017	1,910.66
	Account **53610 - Building Repairs** Totals	4	$16,475.66
Account **53650 - Other Repairs**			
395 - Kirby Risk Corp	19-CH-Market Plaza-for trailer parked at Plaza	06/16/2017	192.29
	Account **53650 - Other Repairs** Totals	1	$192.29
	Program **190000 - Main** Totals	28	$21,497.37
	Department **19 - Facilities Maintenance** Totals	28	$21,497.37
Department **28 - ITS**			
Program **280000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	28-Copier Paper for City Departments	06/16/2017	837.90
	Account **52110 - Office Supplies** Totals	1	$837.90
Account **52420 - Other Supplies**			
53442 - Paragon Micro, INC	28-Inventory Scanner Hardware	06/16/2017	243.98
	Account **52420 - Other Supplies** Totals	1	$243.98
Account **53910 - Dues and Subscriptions**			
3560 - First Financial Bank / Credit Cards	06-Subscription to Canva Graphics	06/16/2017	2,029.80
3560 - First Financial Bank / Credit Cards	28-13-Andrew ITE (Indiana) Membership Dues - 1 year	06/16/2017	20.00
	Account **53910 - Dues and Subscriptions** Totals	2	$2,049.80
	Program **280000 - Main** Totals	4	$3,131.68

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Vendor	Invoice Description	Payment Date	Invoice Amount
	Department **28 - ITS** Totals	4	$3,131.68
	Fund **101 - General Fund** Totals	120	$180,515.69
Fund **103 - Restricted Donations**			
Department **06 - Controller's Office**			
Program **400102 - Animal Supplies**			
Account **52210 - Institutional Supplies**			
4633 - Midwest Veterinary Supply, INC	01-milk replacer-5/30/17	06/16/2017	66.34
	Account **52210 - Institutional Supplies** Totals	1	$66.34
	Program **400102 - Animal Supplies** Totals	1	$66.34
Program **400401 - Sustainability**			
Account **53990 - Other Services and Charges**			
6041 - C&C Energy Audits and Diagnostics, LLC	04 - Inspections/deferrals/training	06/16/2017	154.16
	Account **53990 - Other Services and Charges** Totals	1	$154.16
	Program **400401 - Sustainability** Totals	1	$154.16
	Department **06 - Controller's Office** Totals	2	$220.50
	Fund **103 - Restricted Donations** Totals	2	$220.50
Fund **249 - Grants Non Approp**			
Department **04 - Economic & Sustainable Dev**			
Program **G15011 - 2015 Duke Communtiy Devlopment**			
Account **53990 - Other Services and Charges**			
6041 - C&C Energy Audits and Diagnostics, LLC	04 - Inspections/deferrals/training	06/16/2017	2,445.84
	Account **53990 - Other Services and Charges** Totals	1	$2,445.84
	Program **G15011 - 2015 Duke Communtiy Devlopment** Totals	1	$2,445.84
Program **G17004 - 2017 SCCAP Vectren**			
Account **51230 - Health and Life Insurance**			
205 - City Of Bloomington	04 Jackie Duemler health benefits -June/July	06/16/2017	2,379.00
	Account **51230 - Health and Life Insurance** Totals	1	$2,379.00
	Program **G17004 - 2017 SCCAP Vectren** Totals	1	$2,379.00
Program **G17009 - 2017 Duke Youth ED**			
Account **52420 - Other Supplies**			
3560 - First Financial Bank / Credit Cards	04 Ali Express - Solar Cars (3)	06/16/2017	62.34
3560 - First Financial Bank / Credit Cards	04 - KidWind Advanced Wind Experiement Kit (Vernier Software)	06/16/2017	163.63
	Account **52420 - Other Supplies** Totals	2	$225.97
	Program **G17009 - 2017 Duke Youth ED** Totals	2	$225.97
	Department **04 - Economic & Sustainable Dev** Totals	4	$5,050.81
	Fund **249 - Grants Non Approp** Totals	4	$5,050.81
Fund **312 - Community Services**			
Department **09 - CFRD**			
Program **090004 - Com Serv- Accessibility**			
Account **53310 - Printing**			
11693 - The Award Center, INC	09-8 name tags for CCA	06/16/2017	62.00
	Account **53310 - Printing** Totals	1	$62.00
	Program **090004 - Com Serv- Accessibility** Totals	1	$62.00
Program **090014 - Latino Programs**			
Account **52420 - Other Supplies**			
11693 - The Award Center, INC	09-Two name badges for CHLA	06/16/2017	15.50
	Account **52420 - Other Supplies** Totals	1	$15.50
	Program **090014 - Latino Programs** Totals	1	$15.50
Program **090016 - Com Serv - Safe & Civil**			
Account **52420 - Other Supplies**			
11693 - The Award Center, INC	09-Four name badges for CSBM	06/16/2017	31.00
	Account **52420 - Other Supplies** Totals	1	$31.00
	Program **090016 - Com Serv - Safe & Civil** Totals	1	$31.00
Program **090018 - CBVN**			
Account **53170 - Mgt. Fee, Consultants, and Workshops**			
3560 - First Financial Bank / Credit Cards	09-registration for Schaich-2017 National Summit on Volunteer En	06/16/2017	250.00

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3560 - First Financial Bank / Credit Cards	09-registration for Luch Schaich-Hands On Twin Cities Skills	06/16/2017	52.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	2	$302.00
	Program **090018 - CBVN** Totals	2	$302.00
Program **090020 - Commission on Aging**			
Account **52420 - Other Supplies**			
5103 - Staples Contract & Commercial, INC	09-Coa - supplies for 55+ Expo and June atrium display	06/16/2017	23.92
	Account **52420 - Other Supplies** Totals	1	$23.92
	Program **090020 - Commission on Aging** Totals	1	$23.92
	Department **09 - CFRD** Totals	6	$434.42
	Fund **312 - Community Services** Totals	6	$434.42
Fund **401 - Non-Reverting Telecommunications**			
Department **25 - Telecommunications**			
Program **254000 - Infrastructure**			
Account **53170 - Mgt. Fee, Consultants, and Workshops**			
5437 - Columbia Telecommunications Corporation	28-Community Broadband Consulting Serv-4/30/17	06/16/2017	255.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	1	$255.00
Account **53750 - Rentals - Other**			
12283 - Smithville Communications	28-401 N Morton/ACC-internet services 6/1-6/30/17	06/16/2017	1,614.27
	Account **53750 - Rentals - Other** Totals	1	$1,614.27
Account **54450 - Equipment**			
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	06/16/2017	167.25
53442 - Paragon Micro, INC	28-Capital Replacement UPS's	06/16/2017	914.85
53442 - Paragon Micro, INC	28-Capital Replacement Monitor	06/16/2017	167.25
	Account **54450 - Equipment** Totals	3	$1,249.35
	Program **254000 - Infrastructure** Totals	5	$3,118.62
Program **256000 - Services**			
Account **53150 - Communications Contract**			
203 - Indiana University	28-special circuits-5/1-5/31/17	06/16/2017	65.00
12283 - Smithville Communications	28-401 N Morton/ACC-internet services 6/1-6/30/17	06/16/2017	1,136.00
	Account **53150 - Communications Contract** Totals	2	$1,201.00
Account **53170 - Mgt. Fee, Consultants, and Workshops**			
5437 - Columbia Telecommunications Corporation	28-Community Broadband Consulting Serv-4/30/17	06/16/2017	255.00
	Account **53170 - Mgt. Fee, Consultants, and Workshops** Totals	1	$255.00
Account **53640 - Hardware and Software Maintenance**			
3989 - Ricoh USA, INC	28-copier maintenance-training room-B/W-color-4/1-5/16/17	06/16/2017	31.97
3989 - Ricoh USA, INC	28-copier maintenance-Fire Dept-E. 4th-5/29-8/28/17	06/16/2017	331.93
	Account **53640 - Hardware and Software Maintenance** Totals	2	$363.90
	Program **256000 - Services** Totals	5	$1,819.90
	Department **25 - Telecommunications** Totals	10	$4,938.52
	Fund **401 - Non-Reverting Telecommunications** Totals	10	$4,938.52
Fund **451 - Motor Vehicle Highway**			
Department **20 - Street**			
Program **200000 - Main**			
Account **52210 - Institutional Supplies**			
313 - Fastenal Company	20-gloves, maxlite foam ear plugs	06/16/2017	55.02
	Account **52210 - Institutional Supplies** Totals	1	$55.02
Account **52330 - Street , Alley, and Sewer Material**			
334 - Irving Materials, INC	20-301 E. 7th-Class A stone-2.5 cy-4/25/17	06/16/2017	253.75
334 - Irving Materials, INC	20-302 E. 7th-Class A stone-4 cy-4/20/17	06/16/2017	406.00
334 - Irving Materials, INC	20-7th/Lincoln-Class A stone-4 cy-4/27/17	06/16/2017	406.00
334 - Irving Materials, INC	20-221 E. 7th-Class A stone-2 cy-4/28/17	06/16/2017	203.00
334 - Irving Materials, INC	20-221 E. 7th-Class A Stone-5.50 cy-5/2/17	06/16/2017	558.25
334 - Irving Materials, INC	20-223 E. 8th-Class A Stone Ash-7 cy-5/10/17	06/16/2017	710.50
334 - Irving Materials, INC	20-303 E. 8th-Class A Stone Ash-3 cy-5/8/17	06/16/2017	304.50
334 - Irving Materials, INC	20-303 E. 8th St-Class A Stone-3.5 cy-5/3/17	06/16/2017	355.25
	Account **52330 - Street , Alley, and Sewer Material** Totals	8	$3,197.25

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Account **52340 - Other Repairs and Maintenance**			
51575 - Ennis Paint, INC	20-Fast Drying Marking Paint	06/16/2017	2,939.75
313 - Fastenal Company	20-tek screw kit, white spray paint, yellow traffic marking pain	06/16/2017	93.13
4519 - Osburn Associates, INC	20-Sign Materials-sheeting, speed limit signs, left turn, stop	06/16/2017	5,856.20
	Account **52340 - Other Repairs and Maintenance** Totals	3	$8,889.08
Account **52420 - Other Supplies**			
409 - Black Lumber Co INC	20-materials for crack seal-sprayer, dish soap,	06/16/2017	36.81
409 - Black Lumber Co INC	20-T50 arrow staple gun, staples	06/16/2017	40.95
409 - Black Lumber Co INC	20-paving crew-sweeper nozzle, twist nozzle	06/16/2017	8.98
177 - Indiana Oxygen Co	20-Propane-2 cyclinders, 2 pairs weld gloves	06/16/2017	141.12
394 - Kleindorfer Hardware & Variety	20-water bucket, grease gun, grease hose	06/16/2017	60.46
394 - Kleindorfer Hardware & Variety	20-4 sprayers	06/16/2017	97.96
394 - Kleindorfer Hardware & Variety	20-25' hose	06/16/2017	19.99
53005 - Menards, INC	20-paint stripper supplies-full LP tank	06/16/2017	87.64
53005 - Menards, INC	20-paint stripper-masterforce tape, measuring wheel	06/16/2017	78.47
53005 - Menards, INC	20-paint stripper supplies-100# LP gas cylinder	06/16/2017	229.98
3496 - Smith Implements, INC	20-Chainsaw Supplies-air filters	06/16/2017	5.18
	Account **52420 - Other Supplies** Totals	11	$807.54
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control-May 2017	06/16/2017	70.00
	Account **53140 - Exterminator Services** Totals	1	$70.00
Account **53310 - Printing**			
8002 - Safeguard Business Systems, INC	02-no parking signs-5,250	06/16/2017	997.50
	Account **53310 - Printing** Totals	1	$997.50
Account **53730 - Machinery and Equipment Rental**			
3683 - Gridlock Traffic Systems, INC	20-Sidewalk Closed Signs Rental	06/16/2017	315.00
	Account **53730 - Machinery and Equipment Rental** Totals	1	$315.00
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group, INC	20-Rugs & Shop Towels-5/24/17	06/16/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-5/24/17	06/16/2017	20.74
	Account **53920 - Laundry and Other Sanitation Services** Totals	2	$47.13
Account **53950 - Landfill**			
52226 - Hoosier Transfer Station-3140	20-Disposal Fees for Sweeper Dumps-5/4/17	06/16/2017	1,714.40
60 - Monroe County Solid Waste Management District	20-Disposal Fees for Paint -18 5 gal. buckets	06/16/2017	404.05
	Account **53950 - Landfill** Totals	2	$2,118.45
Account **53990 - Other Services and Charges**			
3683 - Gridlock Traffic Systems, INC	20-Sidewalk Closed Signs Rental	06/16/2017	38.00
1847 - Hylant of Indianapolis, LLC	20-Insurance premium for 2017 Caterpillar	06/16/2017	74.00
	Account **53990 - Other Services and Charges** Totals	2	$112.00
	Program **200000 - Main** Totals	32	$16,608.97
	Department **20 - Street** Totals	32	$16,608.97
	Fund **451 - Motor Vehicle Highway** Totals	32	$16,608.97
Fund **452 - Parking Facilities**			
Department **26 - Parking**			
Program **260000 - Main**			
Account **43160 - Lot/Garage Leases - Annual**			
Phenix Medical LLC	26-refund parking garage permit-5 months	06/16/2017	200.00
	Account **43160 - Lot/Garage Leases - Annual** Totals	1	$200.00
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	02-office chairs & folders	06/16/2017	282.68
	Account **52110 - Office Supplies** Totals	1	$282.68
Account **52210 - Institutional Supplies**			
6023 - Network Services Company	26-Pkg Garages-trash bags	06/16/2017	326.28
	Account **52210 - Institutional Supplies** Totals	1	$326.28
Account **52310 - Building Materials and Supplies**			
4443 - The Sherwin Williams Company	26-4th St Garage-painting supplies for basement	06/16/2017	1,195.54

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Vendor	Invoice Description	Payment Date	Invoice Amount
	Account **52310 - Building Materials and Supplies** Totals	1	$1,195.54
Account **52420 - Other Supplies**			
3397 - Evens Time, INC	26-Pkg Garages-validation tickets	06/16/2017	690.00
	Account **52420 - Other Supplies** Totals	1	$690.00
Account **53610 - Building Repairs**			
227 - Otis Elevator Company	26-Morton St Garage-elevator repair-5/11/17	06/16/2017	885.00
227 - Otis Elevator Company	26-Walnut St Garage-elevator repair-people jumping	06/16/2017	3,255.00
	Account **53610 - Building Repairs** Totals	2	$4,140.00
Account **53840 - Lease Payments**			
512 - 7th & Walnut , LLC	26-Walnut St Garage-July 2017 rent	06/16/2017	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-July 2017 Rent	06/16/2017	36,405.49
	Account **53840 - Lease Payments** Totals	2	$55,165.47
	Program **260000 - Main** Totals	9	$61,999.97
	Department **26 - Parking** Totals	9	$61,999.97
	Fund **452 - Parking Facilities** Totals	9	$61,999.97
Fund **454 - Alternative Transportation**			
Department **02 - Public Works**			
Program **020000 - Main**			
Account **46060 - Other Violations**			
Bloomington Ford, Inc.	14-Blgtn Ford-refund overpayment pkg citation #D1702920	06/16/2017	20.00
	Account **46060 - Other Violations** Totals	1	$20.00
	Program **020000 - Main** Totals	1	$20.00
	Department **02 - Public Works** Totals	1	$20.00
	Fund **454 - Alternative Transportation** Totals	1	$20.00
Fund **508 - BMFC - Showers Bond #4**			
Department **06 - Controller's Office**			
Program **060000 - Main**			
Account **53830 - Bank Charges**			
4740 - Bank Of New York	06-Admin Fee 05-27-17 to 05-26-18	06/16/2017	1,475.00
	Account **53830 - Bank Charges** Totals	1	$1,475.00
Account **53840 - Lease Payments**			
4740 - Bank Of New York	06-BMFC Refunding Series 2009	06/16/2017	315,000.00
	Account **53840 - Lease Payments** Totals	1	$315,000.00
	Program **060000 - Main** Totals	2	$316,475.00
	Department **06 - Controller's Office** Totals	2	$316,475.00
	Fund **508 - BMFC - Showers Bond #4** Totals	2	$316,475.00
Fund **512 - Golf Course Bond (02/19)**			
Department **06 - Controller's Office**			
Program **060000 - Main**			
Account **53830 - Bank Charges**			
4740 - Bank Of New York	06-Admin Fee 05-27-17 to 06-26-18	06/16/2017	750.00
	Account **53830 - Bank Charges** Totals	1	$750.00
	Program **060000 - Main** Totals	1	$750.00
	Department **06 - Controller's Office** Totals	1	$750.00
	Fund **512 - Golf Course Bond (02/19)** Totals	1	$750.00
Fund **517 - 2011 Downtown Redevelopment Bond**			
Department **06 - Controller's Office**			
Program **060000 - Main**			
Account **53810 - Principal**			
3445 - Regions Bank	06-INRedevTaxRevBonds Series 2011	06/16/2017	265,000.00
	Account **53810 - Principal** Totals	1	$265,000.00
Account **53820 - Interest**			
3445 - Regions Bank	06-INRedevTaxRevBonds Series 2011	06/16/2017	263,311.88
	Account **53820 - Interest** Totals	1	$263,311.88
Account **53830 - Bank Charges**			
3445 - Regions Bank	06-Annual Fee Redemption Fee	06/16/2017	800.00

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	Account **53830 - Bank Charges** Totals	1	$800.00
	Program **060000 - Main** Totals	3	$529,111.88
	Department **06 - Controller's Office** Totals	3	$529,111.88
	Fund **517 - 2011 Downtown Redevelopment Bond** Totals	3	$529,111.88
Fund **600 - Cum Cap Improvement (CIG)**			
Department **02 - Public Works**			
Program **020000 - Main**			
Account **52330 - Street , Alley, and Sewer Material**			
19278 - Milestone Contractors, LP	20-Credit for Asphalt Milings-January 2017 (BC 2017-17)	06/16/2017	(10,084.80)
	Account **52330 - Street , Alley, and Sewer Material** Totals	1	($10,084.80)
	Program **020000 - Main** Totals	1	($10,084.80)
	Department **02 - Public Works** Totals	1	($10,084.80)
	Fund **600 - Cum Cap Improvement (CIG)** Totals	1	($10,084.80)
Fund **601 - Cum Cap Development**			
Department **02 - Public Works**			
Program **020000 - Main**			
Account **53990 - Other Services and Charges**			
19681 - Southeastern Equipment Co, INC	20-Asphalt Milling Machine Rental	06/16/2017	1,592.00
	Account **53990 - Other Services and Charges** Totals	1	$1,592.00
Account **54110 - Land Purchase**			
Blair J Anderson	13-ROW Parcel 15 Tapp Road & Rockport	06/16/2017	500.00
Connie L Dillard	13-Parcel 16 ROW Tapp & Rockport Road	06/16/2017	1,000.00
Indiana University Credit Union	13-.117 Acres ROW Winslow & Henderson Path	06/16/2017	74,000.00
Delbert N Rapp	13-Parcel 6 ROW Tapp Road & Rockport Road	06/16/2017	3,590.00
Mark E Schaefer	13-ROW Parcel 17 Tapp & Rockport Road	06/16/2017	5,165.00
	Account **54110 - Land Purchase** Totals	5	$84,255.00
	Program **020000 - Main** Totals	6	$85,847.00
	Department **02 - Public Works** Totals	6	$85,847.00
	Fund **601 - Cum Cap Development** Totals	6	$85,847.00
Fund **730 - Solid Waste**			
Department **16 - Sanitation**			
Program **160000 - Main**			
Account **52420 - Other Supplies**			
248 - Cosner's Ice Company	16-ice for employees-95 7# bags-$1.45 each	06/16/2017	137.75
	Account **52420 - Other Supplies** Totals	1	$137.75
Account **53130 - Medical**			
231 - Indiana University Health Bloomington, INC	16-J. Morrow-drug screen breath alcohol test DOT	06/16/2017	40.00
231 - Indiana University Health Bloomington, INC	16-S. Walker-drug screen DOT 5 Panel E Screen	06/16/2017	43.00
	Account **53130 - Medical** Totals	2	$83.00
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control-May 2017	06/16/2017	55.00
	Account **53140 - Exterminator Services** Totals	1	$55.00
Account **53220 - Postage**			
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-print, fold, tab, label sort & mail cart size cards plus post	06/16/2017	3,300.66
	Account **53220 - Postage** Totals	1	$3,300.66
Account **53310 - Printing**			
5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-print, fold, tab, label sort & mail cart size cards plus post	06/16/2017	2,175.00
	Account **53310 - Printing** Totals	1	$2,175.00
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/10/17	06/16/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-5/10/17	06/16/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/17/17	06/16/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-5/17/17	06/16/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/24/17	06/16/2017	7.49
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-5/24/17	06/16/2017	31.87
	Account **53920 - Laundry and Other Sanitation Services** Totals	6	$118.08

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Account **53950 - Landfill**			
52226 - Hoosier Transfer Station-3140	16-trash disposal fees-4/17-4/29/17	06/16/2017	8,862.80
52226 - Hoosier Transfer Station-3140	16-trash disposal fees 5/1-5/15/17	06/16/2017	10,501.20
	Account **53950 - Landfill** Totals	2	$19,364.00
Account **53990 - Other Services and Charges**			
20275 - The Travelers Indemnity	16-E. Smith accident-1/10/17-A. Smith claimant	06/16/2017	3,330.52
	Account **53990 - Other Services and Charges** Totals	1	$3,330.52
	Program **160000 - Main** Totals	15	$28,564.01
	Department **16 - Sanitation** Totals	15	$28,564.01
	Fund **730 - Solid Waste** Totals	15	$28,564.01
Fund **800 - Risk Management**			
Department **10 - Legal**			
Program **100000 - Main**			
Account **52430 - Uniforms and Tools**			
8613 - Crane's Leather & Shoe Shop, INC	10 Crane's 4434 Lutes M	06/16/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Crane's 4440 Williams Kevin (1st set)	06/16/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Crane's 4441 Williams Kevin (2nd)	06/16/2017	100.00
8613 - Crane's Leather & Shoe Shop, INC	10 Crane's 4457 Deckard D	06/16/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340638 Tuttle	06/16/2017	99.99
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 3243 Kerr Bill	06/16/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340645 Carroll Tony	06/16/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340654 Schlegel	06/16/2017	99.99
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 3246 Lamb C	06/16/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340532 Draper N	06/16/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340566 Knudsen	06/16/2017	100.00
327 - Hoosier Workwear Outlet, INC	10 Hoosier Workwear 340592 Fielder R	06/16/2017	100.00
	Account **52430 - Uniforms and Tools** Totals	12	$1,199.98
Account **53130 - Medical**			
18180 - Richard D Sexton	10 Sexton Richard CDL medical	06/16/2017	85.00
3679 - Tony C Walden	10 Walden medical CDL	06/16/2017	85.00
	Account **53130 - Medical** Totals	2	$170.00
Account **53410 - Liability / Casualty Premiums**			
1847 - Hylant of Indianapolis, LLC	10 Hylant - 147629 1730 S. Walnut Street	06/16/2017	321.00
	Account **53410 - Liability / Casualty Premiums** Totals	1	$321.00
Account **53420 - Worker's Comp & Risk**			
2618 - Southeastern Indiana Health Operations, INC	12-TTD Inv#1040 Pay date 6/9/17	06/07/2017	2,117.90
	Account **53420 - Worker's Comp & Risk** Totals	1	$2,117.90
	Program **100000 - Main** Totals	16	$3,808.88
	Department **10 - Legal** Totals	16	$3,808.88
	Fund **800 - Risk Management** Totals	16	$3,808.88
Fund **801 - Health Insurance Trust**			
Department **12 - Human Resources**			
Program **120000 - Main**			
Account **53990 - Other Services and Charges**			
18539 - Life Insurance Company Of North America	12 May 2017 (STD, LTD, Basic Life & VTL)	06/16/2017	4,165.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2017	06/16/2017	1,059.50
	Account **53990 - Other Services and Charges** Totals	2	$5,224.50
Account **53990.1201 - Other Services and Charges Health Insurance**			
17785 - The Howard E. Nyhart Company, INC	12-Health and Massage Reimbursement $4553.96	06/07/2017	4,553.96
17785 - The Howard E. Nyhart Company, INC	12-HSA Employer Contribution $145.52	06/08/2017	145.52
	Account **53990.1201 - Other Services and Charges Health Insurance** Totals	2	$4,699.48
Account **53990.1278 - Other Services and Charges Disability LTD**			
18539 - Life Insurance Company Of North America	12 May 2017 (STD, LTD, Basic Life & VTL)	06/16/2017	6,345.04
	Account **53990.1278 - Other Services and Charges Disability LTD** Totals	1	$6,345.04
	Program **120000 - Main** Totals	5	$16,269.02
	Department **12 - Human Resources** Totals	5	$16,269.02

Board of Public Works Claim Register

Invoice Date Range 06/06/17 - 06/16/17

Vendor	Invoice Description	Payment Date	Invoice Amount
	Fund **801 - Health Insurance Trust** Totals	5	$16,269.02
Fund **802 - Fleet Maintenance**			
Department **17 - Fleet Maintenance**			
Program **170000 - Main**			
Account **52110 - Office Supplies**			
5103 - Staples Contract & Commercial, INC	17 - AUCTION SUPPLIES - CHALK MARKERS	06/16/2017	13.80
	Account **52110 - Office Supplies** Totals	1	$13.80
Account **52230 - Garage and Motor Supplies**			
50605 - Bauer Built, INC	17-TIRES	06/16/2017	2,550.00
4693 - Monroe County Tire & Supply, INC	17-MISC PARTS	06/16/2017	388.12
4693 - Monroe County Tire & Supply, INC	17-TIRES	06/16/2017	384.15
4693 - Monroe County Tire & Supply, INC	17-TIRES	06/16/2017	1,175.00
4693 - Monroe County Tire & Supply, INC	17-TIRES	06/16/2017	90.50
	Account **52230 - Garage and Motor Supplies** Totals	5	$4,587.77
Account **52240 - Fuel and Oil**			
612 - Petroleum Traders Corporation	17 - UNLEADED FUEL (BC 2017-56C)	06/16/2017	14,893.98
612 - Petroleum Traders Corporation	17 - UNLEADED FUEL (BC 2017-56C)	06/16/2017	14,886.03
	Account **52240 - Fuel and Oil** Totals	2	$29,780.01
Account **52320 - Motor Vehicle Repair**			
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	06/16/2017	26.99
409 - Black Lumber Co INC	17-MISC HARDWARE, SHOP, DNI	06/16/2017	3.99
244 - Bloomington Ford, INC	17 - #214 TPMS SENSOR	06/16/2017	67.52
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	191.99
4335 - Circle Distributing, INC	17-CORE RETURN (14296)	06/16/2017	(30.00)
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	150.00
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	53.50
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	55.06
4335 - Circle Distributing, INC	17-CORE RETURN (14321)	06/16/2017	(126.97)
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	108.97
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	56.76
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	217.94
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	26.46
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	19.87
4335 - Circle Distributing, INC	17 - CREDIT FOR RETURNED PART	06/16/2017	(26.46)
4335 - Circle Distributing, INC	17 - CREDIT FOR RETURNED PART	06/16/2017	(47.17)
4335 - Circle Distributing, INC	17-MISC PARTS	06/16/2017	47.17
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	17-#419 LIGHT	06/16/2017	250.00
51827 - Fire Service, INC	17-#396 POWER WINDOW SWITCH	06/16/2017	88.19
321 - Harrell Fish, INC	17-#493 PARTS & LABOR FOR REPAIR OF HOTBOX	06/16/2017	300.00
796 - Interstate Battery System of Bloomington, INC	17-BATTERIES	06/16/2017	89.51
11672 - Jack Doheny Companies, INC	17-#467 MAIN BROOM	06/16/2017	600.61
4439 - JX Enterprises, INC	17-#956 BELT TENSIONER AND BELT	06/16/2017	98.97
4439 - JX Enterprises, INC	17-#956 EXHAUST PIPE, CLAMPS AND GASKETS	06/16/2017	284.35
4439 - JX Enterprises, INC	17 - #4221 STEERING ASSIST CYLINDER	06/16/2017	1,250.00
8181 - Lawson Products, INC	17-MISC PARTS	06/16/2017	416.87
8181 - Lawson Products, INC	17-PARTS RETURN	06/16/2017	(23.68)
787 - Motor Service Corporation	17-MISC PARTS	06/16/2017	26.99
787 - Motor Service Corporation	17-MISC PARTS	06/16/2017	19.00
787 - Motor Service Corporation	17-MISC PARTS	06/16/2017	34.52
787 - Motor Service Corporation	17-MISC PARTS	06/16/2017	22.50
787 - Motor Service Corporation	17-MISC PARTS	06/16/2017	33.08
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-part invoices for February 2017	06/16/2017	5,686.14
337 - Stansifer Radio Co, INC	17-SHOP SUPPLIES	06/16/2017	7.44
54351 - Sternberg, INC	17-CORE RETURN (14306)	06/16/2017	(96.00)
54351 - Sternberg, INC	17-#692 BRAKE SHOES AND DRUMS	06/16/2017	393.78
4139 - Temco Machinery, INC (Global Emergency Products)	17-#396 DOOR JAME SWITCH	06/16/2017	20.23

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Invoice Date Range 06/06/17 - 06/16/17

Vendor	Invoice Description	Payment Date	Invoice Amount
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #678 EXHAUST PARTS	06/16/2017	444.47
4398 - TruckPro Holding Corporation	17-HEATED MOISTURE EJECTORS	06/16/2017	239.95
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-#692	06/16/2017	79.60
816 - Vermeer Of Indiana, INC	17-STOCK BLADES AND BOLTS FOR CHIPPER	06/16/2017	136.71
2096 - West Side Tractor Sales Co.	17-#804 OILSCAN	06/16/2017	23.75
2096 - West Side Tractor Sales Co.	17-#456 PARTS AND MISC AND LABOR	06/16/2017	507.32
	Account **52320 - Motor Vehicle Repair** Totals	43	$11,729.92
Account **52420 - Other Supplies**			
51565 - EmJay Automotive Equipment, LLC	17 - REPAIR OF TRANSMISSION JACK	06/16/2017	428.75
51565 - EmJay Automotive Equipment, LLC	17 - 12 TON BOTTLE JACK	06/16/2017	74.61
177 - Indiana Oxygen Co	17 - GASES AND WELDING SUPPLIES	06/16/2017	86.36
	Account **52420 - Other Supplies** Totals	3	$589.72
Account **53140 - Exterminator Services**			
2839 - Kirbys Termite & Pest Control, INC	19-CH/off site facilities-pest control-May 2017	06/16/2017	40.00
	Account **53140 - Exterminator Services** Totals	1	$40.00
Account **53620 - Motor Repairs**			
321 - Harrell Fish, INC	17-#493 PARTS & LABOR FOR REPAIR OF HOTBOX	06/16/2017	2,700.00
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	06/16/2017	75.00
2096 - West Side Tractor Sales Co.	17-#456 PARTS AND MISC AND LABOR	06/16/2017	237.90
	Account **53620 - Motor Repairs** Totals	3	$3,012.90
Account **53650 - Other Repairs**			
32 - Cassady Electrical Contractors, INC	19-Fleet Maint-hose reel repairs	06/16/2017	560.00
	Account **53650 - Other Repairs** Totals	1	$560.00
Account **53920 - Laundry and Other Sanitation Services**			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	06/16/2017	65.31
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	06/16/2017	12.59
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	06/16/2017	58.80
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	06/16/2017	65.31
	Account **53920 - Laundry and Other Sanitation Services** Totals	4	$202.01
	Program **170000 - Main** Totals	63	$50,516.13
	Department **17 - Fleet Maintenance** Totals	63	$50,516.13
	Fund **802 - Fleet Maintenance** Totals	63	$50,516.13
Fund **804 - Insurance Voluntary Trust**			
Department **12 - Human Resources**			
Program **120000 - Main**			
Account **53990.1271 - Other Services and Charges Section 125 - URM- City**			
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/06/2017	95.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/07/2017	140.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/08/2017	273.58
	Account **53990.1271 - Other Services and Charges Section 125 - URM- City** Totals	3	$508.58
Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**			
17785 - The Howard E. Nyhart Company, INC	12-City DDC	06/06/2017	435.66
	Account **53990.1272 - Other Services and Charges Section 125 - DDC- City** Totals	1	$435.66
Account **53990.1273 - Other Services and Charges Term Life**			
18539 - Life Insurance Company Of North America	12 May 2017 (STD, LTD, Basic Life & VTL)	06/16/2017	13,932.38
	Account **53990.1273 - Other Services and Charges Term Life** Totals	1	$13,932.38
Account **53990.1277 - Other Services and Charges Disability STD**			
18539 - Life Insurance Company Of North America	12 May 2017 (STD, LTD, Basic Life & VTL)	06/16/2017	8,208.86
	Account **53990.1277 - Other Services and Charges Disability STD** Totals	1	$8,208.86
Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/07/2017	53.91
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/08/2017	91.13
	Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals	2	$145.04
Account **53990.1283 - Other Services and Charges Health Savings Account**			
17785 - The Howard E. Nyhart Company, INC	12-HSA EE Contributions for 2017	06/08/2017	15,215.72
	Account **53990.1283 - Other Services and Charges Health Savings Account** Totals	1	$15,215.72

Board of Public Works Claim Register

Invoice Date Range 06/06/17 - 06/16/17

Vendor	Invoice Description	Payment Date	Invoice Amount
	Program **120000 - Main** Totals	9	$38,446.24
	Department **12 - Human Resources** Totals	9	$38,446.24
	Fund **804 - Insurance Voluntary Trust** Totals	9	$38,446.24
		305	$1,329,492.24

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Invoice Date Range 05/15/17 - 05/15/17
Bank Fees for April 2017

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund**										
Department **01 - Animal Shelter**										
Program **010000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC04-17	06-BankFeesApril2017	Paid by EFT # 17607		05/15/2017	05/15/2017	05/15/2017		05/15/2017	5.00
18844 - First Financial Bank, N.A.	06-BkCourier047	06-BankFeesApril2017	Paid by EFT # 17610		05/15/2017	05/15/2017	05/15/2017		05/15/2017	95.00
				Account **53830 - Bank Charges** Totals				Invoice Transactions 2		$100.00
				Program **010000 - Main** Totals				Invoice Transactions 2		$100.00
				Department **01 - Animal Shelter** Totals				Invoice Transactions 2		$100.00
Department **02 - Public Works**										
Program **020000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC04-17	06-BankFeesApril2017	Paid by EFT # 17607		05/15/2017	05/15/2017	05/15/2017		05/15/2017	16.55
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$16.55
				Program **020000 - Main** Totals				Invoice Transactions 1		$16.55
				Department **02 - Public Works** Totals				Invoice Transactions 1		$16.55
Department **06 - Controller's Office**										
Program **060000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC04-17	06-BankFeesApril2017	Paid by EFT # 17607		05/15/2017	05/15/2017	05/15/2017		05/15/2017	5.00
18844 - First Financial Bank, N.A.	06-Analysis04-17	06-BankFeesApril2017	Paid by EFT # 17609		05/15/2017	05/15/2017	05/15/2017		05/15/2017	1,662.38
18844 - First Financial Bank, N.A.	06-BkCourier047	06-BankFeesApril2017	Paid by EFT # 17610		05/15/2017	05/15/2017	05/15/2017		05/15/2017	95.00
				Account **53830 - Bank Charges** Totals				Invoice Transactions 3		$1,762.38
				Program **060000 - Main** Totals				Invoice Transactions 3		$1,762.38
				Department **06 - Controller's Office** Totals				Invoice Transactions 3		$1,762.38
Department **13 - Planning**										
Program **130000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC04-17	06-BankFeesApril2017	Paid by EFT # 17607		05/15/2017	05/15/2017	05/15/2017		05/15/2017	5.00
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$5.00
				Program **130000 - Main** Totals				Invoice Transactions 1		$5.00
				Department **13 - Planning** Totals				Invoice Transactions 1		$5.00
Department **15 - HAND**										
Program **151600 - Title 16**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-DeptCC04-17	06-BankFeesApril2017	Paid by EFT # 17607		05/15/2017	05/15/2017	05/15/2017		05/15/2017	5.00
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$5.00
				Program **151600 - Title 16** Totals				Invoice Transactions 1		$5.00

				Department **15 - HAND** Totals		Invoice Transactions 1		$5.00
				Fund **101 - General Fund** Totals		Invoice Transactions 8		$1,888.93
Fund **452 - Parking Facilities** Department **26 - Parking** Program **260000 - Main** Account **53830 - Bank Charges**								
18844 - First Financial Bank, N.A.	06-Garg04-2017	06-BankFeesApril2017	Paid by EFT # 17606	05/15/2017	05/15/2017	05/15/2017	05/15/2017	2,129.13
18844 - First Financial Bank, N.A.	06-BkCourier047	06-BankFeesApril2017	Paid by EFT # 17610	05/15/2017	05/15/2017	05/15/2017	05/15/2017	10.50
				Account **53830 - Bank Charges** Totals		Invoice Transactions 2		$2,139.63
				Program **260000 - Main** Totals		Invoice Transactions 2		$2,139.63
				Department **26 - Parking** Totals		Invoice Transactions 2		$2,139.63
				Fund **452 - Parking Facilities** Totals		Invoice Transactions 2		$2,139.63
Fund **454 - Alternative Transportation** Department **02 - Public Works** Program **020000 - Main** Account **53830 - Bank Charges**								
18844 - First Financial Bank, N.A.	06-DeptCC04-17	06-BankFeesApril2017	Paid by EFT # 17607	05/15/2017	05/15/2017	05/15/2017	05/15/2017	8.26
				Account **53830 - Bank Charges** Totals		Invoice Transactions 1		$8.26
				Program **020000 - Main** Totals		Invoice Transactions 1		$8.26
				Department **02 - Public Works** Totals		Invoice Transactions 1		$8.26
				Fund **454 - Alternative Transportation** Totals		Invoice Transactions 1		$8.26
				Grand Totals		Invoice Transactions 16		**$4,036.82**

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Invoice Date Range 05/31/17 - 05/31/17
Additional Bank Fee

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **452 - Parking Facilities**										
Department **26 - Parking**										
Program **260000 - Main**										
Account **53830 - Bank Charges**										
18844 - First Financial Bank, N.A.	06-GrgFee05-17	06-Garage Additonal Fees	Paid by EFT # 17613		05/31/2017	05/31/2017	05/31/2017		05/31/2017	99.99
				Account **53830 - Bank Charges** Totals				Invoice Transactions 1		$99.99
				Program **260000 - Main** Totals				Invoice Transactions 1		$99.99
				Department **26 - Parking** Totals				Invoice Transactions 1		$99.99
				Fund **452 - Parking Facilities** Totals				Invoice Transactions 1		$99.99

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Invoice Date Range 05/31/17 - 06/02/17
Utility Checks 06-01-17

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **101 - General Fund**										
Department **28 - ITS**										
Program **280000 - Main**										
Account **53210 - Telephone**										
1079 - AT&T	812339226105-17	28-Phone Charges 042017-051917	Paid by Check # 65598		05/31/2017	05/31/2017	05/31/2017		06/01/2017	5,498.04
				Account **53210 - Telephone** Totals				Invoice Transactions 1		$5,498.04
				Program **280000 - Main** Totals				Invoice Transactions 1		$5,498.04
				Department **28 - ITS** Totals				Invoice Transactions 1		$5,498.04
				Fund **101 - General Fund** Totals				Invoice Transactions 1		**$5,498.04**

REGISTER OF SIHO CLAIMS

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	Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1	4/28/2017	EFT	804	FLEX	5/1/2017	282.91
2	4/29/2017	EFT	804	FLEX	5/1/2017	144.00
3	4/30/2017	EFT	804	FLEX	5/1/2017	10.00
4	5/1/2017	EFT	804	FLEX	5/2/2017	282.00
5	5/2/2017	EFT	804	FLEX/DDC	5/2/2017	43.52
6	5/2/2017	EFT	804	FLEX	5/3/2017	1,133.95
7	5/2/2017	EFT	804	HC/MT	5/3/2017	3,087.00
8	5/3/2017	EFT	804	FLEX	5/4/2017	165.06
9	5/4/2017	EFT	804	H.S.A. ER	5/4/2017	171.36
10	5/4/2017	EFT	804	FLEX	5/5/2017	345.30
11	5/5/2017	EFT	804	FLEX	5/8/2017	166.60
12	5/5/2017	EFT	801	IACT	5/9/2017	741,438.91
13	5/5/2017	EFT	804	FLEX	5/9/2017	758.56
14	5/6/2017	EFT	804	FLEX	5/9/2017	363.00
15	5/7/2017	EFT	804	FLEX	5/9/2017	105.74
16	5/8/2017	EFT	804	FLEX	5/9/2017	210.95
17	5/8/2017	EFT	800	Workers Comp	5/9/2017	2,000.97
18	5/9/2017	EFT	804	FLEX/DDC	5/9/2017	271.25
19	5/9/2017	EFT	804	FLEX	5/10/2017	413.98
20	5/10/2017	EFT	804	FLEX	5/11/2017	327.75
21	5/11/2017	EFT	804	H.S.A. EE	5/11/2017	15,275.72
22	5/11/2017	EFT	801	H.S.A. ER	5/11/2017	259.20
27	5/11/2017	EFT	804	FLEX	5/12/2017	561.64
28	5/12/2017	EFT	801	H.S.A. ER	5/12/2017	487.90
29	5/12/2017	EFT	804	FLEX	5/15/2017	110.00
26	5/13/2017	EFT	804	FLEX	5/15/2017	348.99
30	5/14/2017	EFT	804	FLEX	5/15/2017	154.99
25	5/15/2017	EFT	804	FLEX	5/16/2017	65.00
24	5/16/2017	EFT	804	FLEX	5/17/2017	462.06
23	5/16/2017	EFT	801	CIGNA	5/17/2017	37,183.49
31	5/17/2017	EFT	804	FLEX	5/18/2017	83.00
32	5/18/2017	EFT	804	FLEX	5/19/2017	25.99
33	5/19/2017	EFT	800	Workers Comp	5/19/2017	36,167.55
34	5/19/2017	EFT	800	Workers Comp	5/19/2017	8,951.03
35	5/19/2017	EFT	804	FLEX	5/23/2017	2,031.09
36	5/20/2017	EFT	804	FLEX	5/23/2017	365.20
37	5/21/2017	EFT	804	FLEX	5/23/2017	180.00
38	5/23/2017	EFT	804	FLEX	5/23/2017	1,722.14
39	5/23/2017	EFT	804	H.S.A. ER	5/23/2017	975.80
40	5/23/2017	EFT	804	FLEX	5/24/2017	1,295.98
41	5/23/2017	EFT	800	Workers Comp	5/24/2017	2,117.90
42	5/24/2017	EFT	804	FLEX	5/25/2017	205.00
43	5/24/2017	EFT	804	H.S.A. EE	5/25/2017	15,353.80
44	5/25/2017	EFT	804	FLEX	5/26/2017	668.15
45	5/26/2017	EFT	804	H.S.A. ER	5/26/2017	947.10
48	5/26/2017	EFT	804	FLEX	5/30/2017	1,397.00
47	5/27/2017	EFT	804	FLEX	5/30/2017	501.46
48	5/26/2017	EFT	804	FLEX	5/30/2017	29.45
49	5/29/2017	EFT	804	FLEX	5/30/2017	97.00
50	5/30/2017	EFT	804	FLEX	5/31/2017	309.25
51		EFT	804	FLEX		
52		EFT	804	FLEX		
						880,053.69

ALLOWANCE OF CLAIMS

$ 880,053.69

Dated this _____ day of _____ year of 20_____.

_____ _____

_____ _____

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

Fiscal Office_____

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
5/15/2017	Bank Fees				4,036.82
5/16/2017	Bank Fees				99.99
6/16/2017	Claims				1,329,492.24
6/2/2017	Sp Utility Cks				5,498.04
	Woodlawn Ave				
	Month Of May 2017	Insurance Flex/H.S.A/WorkComp			880,053.69
					2,219,180.78

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 **$ 2,219,180.78**

Dated this _____ day of _____ year of 20_____.

_____ _____ _____

_____ _____ _____

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

Fiscal Office_____