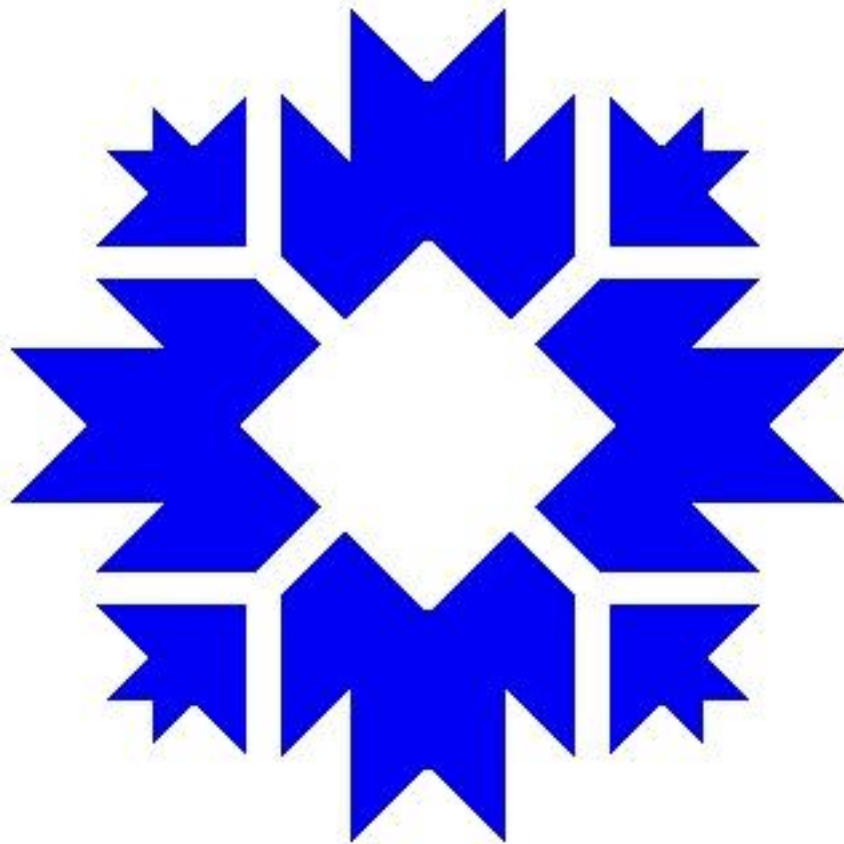


Board of Public Works Meeting

March 21, 2017



**AGENDA
BOARD OF PUBLIC WORKS**

A Regular Meeting of the Board of Public Work to be held Tuesday, March 21, 2017 at 5:30 p.m., in the McCloskey Conference Room 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 City Hall Roof Replacement Project

IV. TITLE VI VIOLATIONS

1. Permission to Abate Property at 2305 South Rogers Street

V. CONSENT AGENDA

1. Approval of Minutes-March 7, 2017
2. Resolution 2017-21: Declare 2014-2016 Recycling Magnets as Surplus and Authorize Staff to Donate Said Property
3. Resolution 2017-22: Allow Mobile Vendor to Renew License to Operate in Public Right of Way (Doner Kebab, Inc.)
4. Approval of Payroll Register

VI. NEW BUSINESS

1. Award Contract for Animal Care and Control Additions and Renovations Project
2. Approve Contract for Preliminary Engineering Services with Eagle Ridge Civil Engineering Services, LLC for the East Rogers Road Multiuse Path Project
3. Approve Contract for Preliminary Engineering Services with Eagle Ridge Civil Engineering Services, LLC for the East Winslow Road Multiuse Path Project
4. Approve Contract for Preliminary Engineering Services with Eagle Ridge Civil Engineering Services, LLC for the South Henderson Street Multiuse Path Project
5. Approve Addendum to Agreement for Consulting Services with Shrewsberry & Associates for the East 10th Street Sidewalk Project
6. Authorization to Extend Enhanced Road Salt Contract with Cargill Inc. for 2017-2018

VII. STAFF REPORTS & OTHER BUSINESS

VIII. APPROVAL OF CLAIMS

IX. 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.



City of Bloomington
Housing and Neighborhood Development

On 2/10, 2/17, 3/3/2017, Housing and Neighborhood Development (HAND) issued a ticket for the following violation of the City of Bloomington Municipal Code.

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

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

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

This ticket was issued to the property located at 2305 S. ROGERS ST.. The violation has not been corrected and the correction period has lapsed. HAND, therefore is requesting approval from the City of Bloomington Board of Public Works to abate the violation.

BPW Meeting Date: 3-21-17 Abatement Approved: (Y/N)

Property Owner: MIKE + ROSIE ATKINS

Address: 2305 S. ROGERS ST.

Is this a rental? (Y/N) (N)

Agent: N/A

Address: _____

Parcel Number: 53-08-08-405-069,000-009

Legal Description: 015-00845-00 BROADVIEW 2ND PART LOT 2



Notice of Violation

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

Date 2-10-17 Time 9:40 Address/location 2305 S. ROGERS ST. 47403

Issued by: 207

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

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

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

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

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

Comments: REMOVE ALL TRASH + DEBRIS FROM ENTIRE PROPERTY OR
FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

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

Owner Name MIKE + ROBIE ATKINS
Address 2305 S. ROGERS ST.
City BLOOMINGTON State IN.
Zip Code 47403

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

BPW: _____

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



Notice of Violation

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

Date 2-17-17 Time 10:30 Address/location 2305 S. ROGERS ST, 47403

Issued by: 207

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

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

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

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

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

Comments: REMOVE ALL TRASH & DEBRIS FROM ENTIRE PROPERTY OR
FINES WILL INCREASE UNTIL PROPERTY IS IN COMPLIANCE.

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

Owner Name MIKE & ROSIE ATKINS

Address 2305 S. ROGERS ST

City BLOOMINGTON State IN

Zip Code 47403

Agent Name _____

Address _____

City _____ State _____

Zip Code _____

BPW: _____

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



Notice of Violation

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

Date 3-31-17 Time 10:20 Address/location 2305 S. ROGERS ST. 47403

Issued by: 207

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

☐ Fine Due: \$15.00

☐ Warning (No fine due at this time)

Ticket# _____

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

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

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

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

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

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

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

Comments: REMOVE ALL TRASH + DEBRIS FROM PROPERTY OR PROPERTY
WILL BE ABATED

1. Fine must be paid within 2 weeks from date of issuance of the Notice of Violation (NOV) to avoid this matter being forwarded to the City's Legal Department for further enforcement action. This NOV must be returned with payment. You may pay in person or mail payment to the address listed above. Please make check/money order payable to "HAND". All fines listed above may be contested in the Monroe County Circuit Courts.
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4. This NOV may be appealed to the City's Board of Public Works, provided a written appeal is filed with the Board, via the City's Public Works Department, within seven days of the date of issuance of this NOV.

Owner Name ROSIE ATKINS
Address 2305 S. ROCKPORT RD.
City BLGTN. State IN.
Zip Code 47403

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

BPW: ☒

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









The Board of Public Works meeting was held on Tuesday, March 7, 2017 at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Kelly Boatman
Dana Palazzo

ROLL CALL

City Staff: Sean Starowitz – Economic and Sustainable
Development
Matt Smethurst – Planning and Transportation
Rick Alexander – Planning and Transportation
Adam Wason – Public Works
Christina Smith – Public Works
Valerie Hosea – Public Works
Jackie Moore – City Legal

Cox Deckard noted that the upcoming weekend marks Daylight Savings Time, and reminded residents to set their clocks accordingly.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

**OPEN SEALED
QUOTES**

Cox Deckard opened the sealed quotes for Bloomington Police Headquarters Storage Garage Addition. Quotes were received from the following companies:

**Open Sealed Quotes for the
Bloomington Police
Headquarters Storage
Garage Addition**

- Fox Construction Company, Inc.: \$148,700
- Neidigh Construction Corporation: \$147,000

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

CONSENT AGENDA

1. Approval of Minutes-February 21, 2017
2. Resolution 2017-16: Allow Mobile Vendor to Renew License to Operate in Public Right of Way (Comfort Catering, LLC)
3. Resolution 2017-17: Use of Public Streets for the Monroe County YMCA 5K Spring Run (Saturday,

- 4/1)
4. Resolution 2017-18: Use of Public Streets and Property for the Taste of Bloomington (Saturday, 6/17)
 5. Approval of Payroll Register for 3/3/17 in the amount of \$376,443.23.

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

NEW BUSINESS

Sean Starowitz, with Economic and Sustainable Development, presented Resolution 2017-19: Use of Public Streets for Phi Delta Gamma Trike Race (Thursday, 4/20). See meeting packet for further details.

Resolution 2017-19: Use of Public Streets for Phi Delta Gamma Trike Race (Thursday, 4/20)

Boatman asked if this is the first time for this event.

Wason explained it is the first time the event would have occurred at this location. There have been no complaints in the past.

Boatman asked if residents were given any notice.

Starowitz confirmed. He explained that the only resident that would be affected has been given notice.

Cox Deckard noted that there are other events that take place in the surrounding area. She asked about the duration for the noise permit.

Wason explained the noise permit would last until 6 p.m.

Boatman made a motion to approve Resolution 2017-19: Use of Public Streets for Phi Delta Gamma Trike Race (Thursday, 4/20). Palazzo seconded. The motion passed. Resolution 2017-19 approved.

Matt Smethurst, with Planning and Transportation, presented Change Order #2 for the W. 17th Street Sidewalk Improvement Project. See meeting packet for further details.

Approve Change Order #2 for the W. 17th Street Sidewalk Improvement Project

Palazzo made a motion to approve Change Order #2 for the

W. 17th Street Sidewalk Improvement Project. Boatman seconded. The motion passed. Change Order approved.

Smethurst presented Change Order #4 for West Bloomfield Side Path, Intersection, and Signal Improvements Project. See meeting packet for further details.

Boatman asked if the project is complete now.

Smethurst confirmed. He explained this will be the last change order for this project.

Cox Deckard noted that there appeared to be grass seed put down at the foundation.

Smethurst explained this a part of a previous change order.

Boatman asked about the total amount of the change orders for this project.

Smethurst estimated that the total amount is \$45,000.

Boatman made a motion to approve Change Order #4 for West Bloomfield Side Path, Intersection, and Signal Improvements Project. Palazzo seconded. The motion passed. Change Order approved.

Rick Alexander, with Planning and Transportation, presented the Plat Approval for Meadowlark Lane Subdivision in Grandview Hills. See meeting packet for further details.

Boatman asked if there is a requirement for any street lighting.

Alexander said there is not.

Cox Deckard asked about the status of sidewalks in that area.

Alexander explained there currently are no sidewalks in the Grandview Hills area. This will be the first.

Cox Deckard asked for a brief overview of the Plat Committee's meeting and process.

Alexander explained if someone is interested in subdividing a parcel, they would come before the Plat Committee. It is

**Approve Change Order
#4 for West Bloomfield
Side Path, Intersection,
and Signal
Improvements Project**

**Plat Approval for
Meadowlark Lane
Subdivision in
Grandview Hills**

housed in the Planning and Transportation Department. In this case the plat meets all of the requirements, so it will not need to go any further than this meeting.

Cox Deckard noted that the neighborhood has a neighborhood association, but not a home-owner's association.

Palazzo asked if the parcel is being divided into three lots.

Alexander confirmed. He explained this is the minimum lot size allowed by zoning requirements.

Boatman asked when the other parts of the subdivision went in.

Alexander explained they went in during the mid 1960s.

Cox Deckard asked what will become of the lot.

Chris Smith, property owner and petitioner, explained there will be three single family residences in the space.

Palazzo made a motion to approve the Plat Approval for Meadowlark Lane Subdivision in Grandview Hills. Boatman seconded. The motion passed. Plat approved.

Alexander presented Resolution 2017-20: Request to Encroach into the Public Right-of-Way with Planters, Awning, and Railing at 204 S. Rogers Street. See meeting packet for further details.

Boatman asked if it is an encroachment on two sides of the building.

Alexander confirmed.

Discussion about the map and design details ensued.

Boatman made a motion to approve Resolution 2017-20: Request to Encroach into the Public Right-of-Way with Planters, Awning, and Railing at 204 S. Rogers Street. Palazzo seconded. The motion passed. Resolution 2017-20 approved.

**Resolution 2017-20:
Request to Encroach into
the Public Right-of-Way
with Planters, Awning,
and Railing at 204 S.
Rogers Street**

**STAFF REPORTS &
OTHER BUSINESS**

Alexander presented the Update on the Maintenance of Traffic Plan with H. M. Mac Construction for Use of Public Right-of-Way for Construction at 403 South Walnut Street. See meeting packet for further details.

**Update on the
Maintenance of Traffic
Plan with H. M. Mac
Construction for Use of
Public Right-of-Way for
Construction at 403
South Walnut Street**

Palazzo asked if any adjustments have been made due to the fact that Smith Avenue will be blocked.

Alexander explained the developer has been coordinating with the Project School about this.

Cox Deckard noted that the concrete truck was the main issue with the restriction.

Wason explained there was an issue the previous week due to a misunderstanding of authorizations given to the developer. However, it has been resolved after additional coordination discussions.

Palazzo asked what they should do if the closure will last longer than 20 minutes.

Wason explained they will need to communicate with City staff. Staff will also provide contact information to the developer for Bloomington Transit.

Palazzo asked if there are any efforts City staff can make with contracts to prevent this issue in the future.

Wason explained the more upfront communication, the better, especially when it comes to larger projects downtown.

Boatman asked if Smith Avenue is supposed to be blocked at any time other than Spring Break.

Wason said it is not. They have approval to do closures during the two-week Spring Break period.

Alexander presented the House Relocation Route from 602 East Hillside Drive to 1523 South Olive Street. See meeting packet for further details. Bloomington Restorations is heading this project. The move is scheduled for Thursday, 3/16, early in the day. The rain-date is 3/17. The house will be placed on large beams and wheels, while it is pulled by a

**House Relocation Route
from 602 East Hillside
Drive to 1523 South
Olive Street**

truck. Police will control traffic.

Boatman asked if Olive St. will be closed for a period of time.

Alexander confirmed. Police will redirect traffic. Residents have been notified.

Wason provided the following announcements:

- Outdoor Seating Permits have been approved by engineering staff for: NOCO (105 N. College Ave.) and The Owlery (118 W. 6th St.).
- Staff is getting prepared for the possible weekend winter weather.
- The Public Works Department and Sanitation Department will go to City Council on Wednesday, at 6 p.m., for the Committee of the Whole discussion about modernizing the City's sanitation service. On March 22nd the final reading will occur, and it is expected that the City Council will vote on the issue at that time. For more information, please visit Bloomington.in.gov/Sanitationmodernization.

Other Business

Palazzo moved to approve the Claims Register for 2/22/2017 to 3/10/2017 in the amount of \$1,896,915.98. Boatman seconded the motion. The motion passed. Claims approved.

APPROVAL OF CLAIMS

Cox Deckard called for adjournment. Meeting adjourned at 6:10 p.m.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Kelly Boatman, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Donating surplus recycling magnets

Petitioner/Representative: Economic & Sustainable Development

Staff Representative: Jacqui Bauer

Meeting Date: March 21, 2017

We are requesting the Board's approval to donate several thousand surplus recycling magnets, left over from previous years, to Teachers Warehouse or another organization that can reuse them.

Staff recommends approving this donation to prevent these items from going to the landfill.

Recommend **X Approval** **Denial** **by: Jacqui Bauer**

RESOLUTION 2017-21
TO DISPOSE OF SURPLUS AND WORTHLESS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington is the owner of approximately 5,000 outdated recycling information magnets; and

WHEREAS, these magnets no longer have accurate information and have no value to the city; and

WHEREAS, the Teachers Warehouse may be able to make use of these magnets for arts and educational purposes,

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

1. The following personal property owned by the City of Bloomington is hereby declared to be both surplus and worthless personal property:

5,000 recycling magnets

2. The Board of Public Works hereby grants the City of Bloomington Public Works Department permission to dispose of the above-listed surplus and worthless personal property by donating the same to Teachers Warehouse.
3. The City of Bloomington Board of Public Works and the City of Bloomington Department of Public Works make no representation or warranty regarding the quality or integrity of this used, surplus and worthless personal property, which is being transferred on an 'as-is' basis. By acceptance of this surplus personal property, the Teachers Warehouse agrees to waive any and all claims against the City of Bloomington, its officers, employees and agents, for any personal injury or property damage that may arise from the use of the transferred surplus and worthless personal property.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 21st day of March, 2017.

Kyla Cox Deckard, President
Board of Public Works

Attest: _____
Christina Smith,
Department of Public Works



Board of Public Works Staff Report

Project/Event: Mobile Vendor in right of way

Petitioner/Representative: Ahmad N. Naderi – Doner Kebab, INC

Staff Representative: Jason Carnes

Meeting Date: March 21, 2017

Ahmad Naderi, owner of Doner Kebab, INC has applied to renew his Mobile Vendor License to operate a food trailer. It has been determined that when the applicant wants to operate in the right of way that before the permit is issued, permission must be obtained from the Board of Public Works. The Department of Economic & Sustainable Development has reviewed the application and the Board of Public Works' approval to operate in the public right of way is one of the items on the check list that is required before a permit can be issued. ESD will confirm that all rules and regulations have been met prior to a permit being issued.

The business will operate from a food trailer selling various kebabs, chips, and beverages.

This application is for 1 year.

Staff is supportive of the request.

Recommend ☒ **Approval** ☐ **Denial by** Jason Carnes

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2017-22**

**Mobile Vendor in Public Right of Way
Ahmad N. Naderi, dba Doner Kebab, INC**

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

WHEREAS, Ahmad N. Naderi, dba Doner Kebab, INC (“Vendor”) intends to seek a Mobile Vendor License under Bloomington Municipal Code 4.28; and

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

WHEREAS, Vendor has submitted all necessary documentation to the City; and

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

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

1. Vendor has permission to use on-street public parking and sidewalks, on a temporary and transient basis, for the purposes of selling food via a mobile kitchen for one year, beginning on March 21, 2017, and ending on March 20, 2018.

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

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

- a. Vendor agrees to maintain a clear five-foot path for pedestrians on the sidewalk at all times.
- b. Vendor will have obtained a valid Mobile Vendor license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Mobile Vendor license throughout the term of Vendor’s operation on City property.
- c. Vendor may locate his business in a public parking space within a reasonable time, no more than one hour, before the vendor begins selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- d. Vendor shall remove his business from a public parking space within a reasonable time, no more than one hour, following the time the vendor has stopped selling food to persons. Vendor must still comply with all other restrictions regarding its location in a public parking space.
- e. Vendor will comply with all other laws, ordinances, rules and regulations in effect at the time it conducts their business, including, but not limited to: (1) Bloomington Municipal Code 4.28 (Mobile Vendors), and (2) all City parking regulations, restrictions, and ordinances.

RESOLUTION 2017-22

- f. Vendor is prohibited from operating within a one block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City's Board of Public Works. The Board of Public Works is not required to provide specific notice to Vendor when it recognizes a Special Event. The following are Special Events that have been recognized by the Board of Public Works:

- 1) City of Bloomington Farmers' Market;
- 2) City of Bloomington Holiday Market;
- 3) The Taste of Bloomington;
- 4) Lotus World Music and Arts Festival;
- 5) The Fourth Street Festival;
- 6) Arts Fair on the Square;
- 7) Strawberry Festival;
- 8) Canopy of Lights;
- 9) Fourth of July Parade; and
- 10) Any other special events approved by the City Controller.

ADOPTED THIS 21th, DAY OF March, 2017.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Kelly M. Boatman, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION **2017-22** ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Ahmad N. Naderi, Doner Kebab, INC

Date: _____



CITY OF BLOOMINGTON

MOBILE VENDOR LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name:	Ahmad N. Naderi		
Title/Position:	Owner		
Date of Birth:	09/10/1970		
Address:	3911 Stonegate Ct		
City, State, Zip:	Bloomington IN 47401		
E-Mail Address:	donerkeb1@gmail.com		
Phone Number:	812-219-1956	Mobile Phone:	812-219-1956

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

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

4. Company Information

Name of Employer:	Ahmad N. Naderi				
Address of Employer:	3911 Stonegate Ct Bloomington IN 47401				
City, State, Zip:	Bloomington IN 47401				
Employment Start Date:		End Date (If known):			
Phone Number:					
Website / Email:					
Company is a:	<input checked="" type="checkbox"/> Limited Liability Corporation (LLC)	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Other:

5. Company Officer Information

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

Name	Address
Ahmad N. Naderi	3911 Stonegate Ct Bloomington IN 47401

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

Date of incorporation or organization:	11/4/16
State of incorporation or organization:	IN
(If Not Indiana) Date qualified to transact business in state of Indiana:	

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

Kebab, drinks, chips etc	
Planned hours of operation:	11:00 AM - 3:00 PM — 9:00 PM - 3 AM
Place or places where you will conduct business (If private property, attach written permission from property owner):	Kirkwood AVE
Scaled site plan showing the location of the proposed mobile food vendor unit and the properties' drives, parking access aisles, fire lanes, sidewalks and accessible routes.	Please Attach
Have you had a similar license, either from the City of Bloomington, or a different municipality, revoked?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(If Yes) Provide details	

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

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

N/A →

For City Of Bloomington Use Only

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

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520


RELEASE, HOLD-HARMLESS AND INDEMNIFICATION AGREEMENT

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

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

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

AHMAD N. NADERI, Done Kebab
Name, Printed


Signature

2/21/17
Date Release Signed

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

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Prohibited Location Agreement

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

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

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

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

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

Vendor:

Name: AHMAD N. NADERI, Doner Kebab

Signature: Ahmad N. Naderi

Date: 2/21/17

John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Standard of Conduct Agreement

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

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

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

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

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

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

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

Vendor:

Name: Doner Kehab, Ahmad N. Waderi

Signature: Ahmad N. Waderi

Date: 2/21/17



INDIANA CERTIFICATE OF VEHICLE REGISTRATION

CLASS 5	AGE 32	ISSUE DATE 03/10/2016	PUR DATE 08/28/2015	COUNTY 53 - MONROE	TP N	PL YR 2016	PLATE 6112145	PL TP SP	WEIGHT	PR YR	LS N	TYPE
EXPIRATION DATE 8/21/2017		PRIOR PLATE		VEHICLE YEAR 1985	MAKE GMC		TYPE VA	MODEL VAL	COLOR WHI/	VEHICLE IDENTIFICATION NUMBER 1GTHP32M0F3506516		
CURRENT YEAR TAX	EX TAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 12.00	WHEEL/SUR 25.00	STATE REG FEE 21.35	ADMIN FEE 0.00	TOTAL DUE 58.35				
PRIOR YEAR TAX	EX TAX 12.00	EX CREDIT 0.00	DAV CREDIT 0.00	EX TAX DUE 12.00	WHEEL/SUR 25.00	STATE REG FEE 0.00	ADMIN FEE 0.00	TOTAL DUE 37.00				

AHMAD N NADERI
3911 E STONEGATE CT
BLOOMINGTON, IN 474019801

C
KB

IMPORTANT REGISTRATION INFORMATION

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

CITY OF BLOOMINGTON

MOBILE VENDOR INSPECTION CHECK SHEET

COMPANY PERFORMING INSPECTION Pomps Tire Service
INSPECTOR'S NAME Kevin (Inspector) INSPECTOR'S PHONE # 812-336-6300
DATE OF INSPECTION 2-20-17
TAXICAB COMPANY Dover Kaboo
VEHICLE YEAR 1985 MAKE GMC MODEL P3500
VIN 1GTHP3270F3506516

	PASS	FAIL	COMMENTS
LIGHTS (Front & Rear)	<u>X</u>	<u> </u>	<u> </u>
FLASHERS	<u>X</u>	<u> </u>	<u> </u>
REFLECTORS	<u>X</u>	<u> </u>	<u> </u>
HORN	<u>X</u>	<u> </u>	<u> </u>
WINDSHIELD WIPERS	<u>X</u>	<u> </u>	<u> </u>
MIRRORS	<u>X</u>	<u> </u>	<u> </u>
SEATBELTS	<u>X</u>	<u> </u>	<u> </u>
BUMPER HEIGHT	<u>X</u>	<u> </u>	<u> </u>
ALL WINDOWS	<u>X</u>	<u> </u>	<u> </u>
MUFFLER	<u>X</u>	<u> </u>	<u> </u>
TIRES	<u>X</u>	<u> </u>	<u> </u>
BRAKES	<u>X</u>	<u> </u>	<u> </u>
DOORS	<u>X</u>	<u> </u>	<u> </u>
GENERAL CONDITION OF VEHICLE	<u>X</u>	<u> </u>	<u> </u>

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

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

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 3. Methodology
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 5. Discussion
 6. Conclusion
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2-20-17

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



SHELTER INSURANCE COMPANIES

GENERAL LIABILITY
EVIDENCE OF INSURANCE
AS OF 03/15/2017

NAME AND ADDRESS OF NAMED INSURED:
DONER KABAB INC
3911 E STONEGATE CT
BLOOMINGTON, IN 47401-9801

AGENT:
HAZEN INSURANCE AGENCY LLC
509 E HILLSIDE DR
STE 102
BLOOMINGTON, IN 47401-7740
(812) 334-1413
AGENT NUMBER 13-D743-51

Policy Number: 13-31-9383969-1

Effective Date: 02/27/2017, 8:41 AM Central Time
Expiration Date: 02/27/2018, 12:01 AM Central Time

This policy will continue to renew as long as we offer to renew it and you pay the required premium by the due date.

THE LOCATION OF THE DESCRIBED PREMISES IS 3911 E STONEGATE CT BLOOMINGTON, IN 47401
BUSINESS OF THE NAMED INSURED IS: FOOD TRUCK
THE NAMED INSURED IS: CORPORATION
THE LIMIT OF THE COMPANY'S LIABILITY IS STATED IN THE POLICY AND APPLIES AS FOLLOWS:

Limits of Insurance				
General Aggregate (Other Than Product - Completed Operations)			\$	1,000,000
Products - Completed Operations Aggregate Limit (See Each Classification Below)			\$	1,000,000
Personal and Advertising Injury Limit			\$	1,000,000
Each Occurrence Limit			\$	1,000,000
Rented To You Limit			\$	100,000
Medical Expense Limit (Any One Person)			\$	5,000
Premium			\$	100.00
Coverage Form and Description of Hazards				
Code	Key	Description	Premium Basis	Premium

3911 E STONEGATE CT BLOOMINGTON, IN 47401 (COUNTY 105)

Premises and Operations				
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	30000	67.00
Products and Completed Operations				
16902	3	RESTAURANTS - WITH NO SALE OF ALCOHOLIC BEVERAGES - WITHOUT SEATING	30000	7.00

THE FOLLOWING ENDORSEMENTS ARE A PART OF THIS POLICY AND ARE ATTACHED:

Limit		
CG-00-01		Commercial General Liability Coverage Form
CG-24-07	RESTAURANTS - WITH NO SALE OF	Products/completed Operations Hazard Redefined
CG-21-67		Fungi Or Bacteria Exclusion
IL-00-17		Common Policy Conditions
IL-00-21		Nuclear Energy Liability Exclusion
IL-02-72		Indiana Changes - Cancellation And Nonrenewal
CG-20-29	CITY OF BLOOMINGTON, IN	Additional Insured - Grantor Of Franchise

TERM 12 MONTHS
ZONE CODE 506

ADDITIONAL INSURED
CITY OF BLOOMINGTON, IN
401 N MORTON ST
BLOOMINGTON, IN 47404-3729

AGENT

13-D743-51

●●●○○ AT&T 4G ✱ 9:52 AM 80% 🔋

🔒 mail-attachment.googleusercontent.com ↻

1 of 1

State of Indiana
Office of the Secretary of State
Certificate of Incorporation
of
DONER KEBAB INC

I, CONNIE LAWSON, Secretary of State, hereby certify that Articles of Incorporation of the above Domestic For-Profit Corporation have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Corporation Law.

NOW, THEREFORE, with this document I certify that said transaction will become effective Friday, November 04, 2016.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 04, 2016

Connie Lawson

CONNIE LAWSON
SECRETARY OF STATE

201611041165667 / 7432559

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

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REGISTERED RETAIL MERCHANT CERTIFICATE

Indiana Department of Revenue
Government Center North
Indianapolis, Indiana 46204
(317) 615-2700

CONTROL NUMBER

1600128039596

DONER KEBAB
3911 E STONEGATE CT
BLOOMINGTON, IN 47401-9801

IS AUTHORIZED TO COLLECT INDIANA RETAIL SALES TAX
AT THE ADDRESS ABOVE IF DIFFERENT FROM BELOW.

TID: 0156025345

LOC: 001

FID: 81-1413279/0

ISSUED: 02/12/2016

EXPIRES: 02/28/2018

THIS LICENSE:
IS NOT TRANSFERABLE TO ANY OTHER PERSON.
IS NOT SUBJECT TO REBATE.
IS VOID IF ALTERED.



DONER KEBAB
3911 E STONEGATE CT
BLOOMINGTON, IN 47401-9801

Andrew J. Kossuth

COMMISSIONER

1600128039596

MUST BE DISPLAYED BY MERCHANT IN LOCATION SHOWN



(Detach Here)

Dear DONER KEBAB:

Attached is your new registered retail merchant certificate (RRMC). It shows your Taxpayer Identification Number (TID) and Location Number (LOC). Please make note of these important numbers. You will need to use them on exemption certificates and for phone or written communication with the Indiana Department of Revenue (the Department).

Based on your estimated monthly sales from your business tax application (BT-1), your filing frequency will be ANNUAL. Your business application indicated the start date of the business as 02/01/2016. Therefore, your first tax payment is due 01/31/2017.

Please note the expiration date on the certificate. Effective January 2007, all Indiana RRMCs must be renewed every two years with the Department. Merchants in good standing with the Department will automatically receive a renewed certificate. However, if a merchant has unpaid tax debts owed to the Department, they cannot renew their RRMC.

If your address changes, please use the change of address form and envelope provided in your coupon packet.

New Businesses Required to File Online

As a new business, you also are required to file your sales and/or withholding taxes electronically. A new law that went into effect Jan. 1, 2010, requires that all new businesses file these tax types via INTax, the state's free online filing program.

With INTax, you also can manage your obligations for Indiana prepaid sales, metered pump sales, tire fees and fuel taxes. It also gives you 24/7 access to business-tax records, lets you file and pay online right up to the last deadline minute, and saves you the cost and hassle of mailing in returns each month.

Many taxpayers currently using INTax are highly satisfied with it. In fact, 93 percent of INTax users recently surveyed said they would recommend INTax to others.

Please register for INTax today at www.INTax.in.gov When registering, use your preapproved INTax activation code, 2BA0A59F-140A-019C-E053-0A131840CA51.

If you have questions about your sales or withholding taxes, please call (317) 233-4015.

Sincerely,

Amanda Lively, Supervisor
Tax Administration
Indiana Department of Revenue

Mobile Food Service Establishment

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542

DONER KABOB

AHMAD NADERI

3911 Stonegate Court

BLOOMINGTON, IN 47401

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

Issued FEB 07 2017

By Thomas W. Shafer

2017

Expires annually on last day of February

This License Is Not Transferable to Another Individual or Location

[← Camera Roll](#) 67 of 67[Done](#)[Edit](#)

[← Camera Roll](#) 62 of 65[Done](#)[Edit](#)

< Camera Roll 61 of 64

Done



Edit





REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/17/2017	Payroll				371,284.25
					<u>371,284.25</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of 1 claim, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 371,284.25

Dated this 21st day of March year of 2017.

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

Fiscal Office _____



Board of Public Works Staff Report

Project/Event: Animal Care & Control Shelter Additions & Renovations Project

Petitioner/Representative: Animal Care & Control Division

Staff Representative: Virgil Sauder

Meeting Date: March 21, 2017

The Animal Care & Control Division recently solicited sealed bids for the additions and renovations of the current Animal Shelter Facility. Staff received five (5) bids for this project. Staff reviewed the bids received and determined that Alternates 5 and 6 should not be awarded.

The amount contained within parenthesis represents each bidder's original bid for the entire project before the cost of Alternates 5 and 6 was subtracted from their total bid amount. The results are as follows:

Neidigh Construction Corporation-	\$1,940,011.00	(\$1,968,107.00)
Building Associates, Inc.-	\$2,251,400.00	(\$2,278,200.00)
CDI, Inc-	\$2,305,000.00	(\$2,357,000.00)
SCS Construction Services-	\$2,296,083.00	(\$2,326,183.00)
Dunlap & Co., Inc.-	\$2,423,200.00	(\$2,443,200.00)

Staff recommends awarding the contract to Neidigh Construction Corporation for the Animal Care & Control Shelter Additions & Renovations Project with a not to exceed cost of \$1,940,011.00.

This project is funded from the bond proceeds of the Consolidated TIF Fund and/or 2015 TIF Bond.

Recommend ☒ **Approval** ☐ **Denial by: Virgil Sauder**

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-first day of March in the year Two Thousand Seventeen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

Neidigh Construction Corporation
2220 West Vernal Pike
Bloomington, IN 47404

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

Animal Care and Control Shelter - Additions and Renovations
3410 South Walnut Street
Bloomington, IN 47405 .

The Architect:
(Name, legal status, address and other information)

Kirkwood Design Studio, pc
113 East 6th Street
Bloomington, IN 47404

The Owner and Contractor agree as follows.

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.

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

** See Article 9.2.1

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

** See Article 9.3.1.1

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Three hundred fourteen (314) days from the date of commencement, or as follows:

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(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Phase I : New Addition	No later than September 30, 2017
Phase II: Renovation Work	No later than January 31, 2018

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be a not-to-exceed amount of One Million Nine Hundred Forty Thousand Eleven Dollars and Zero Cents (\$ 1,940,011.00), subject to additions and deductions as provided in the Contract Documents

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Reference Exhibit 'A' attached herewith for not-to-exceed amounts for the accepted alternates.

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
Unit Price No. 1: Rock Excavation	cubic yard, including	\$ 200.00 / cubic yard
Unit Price No. 2: Earth	hauling off-site	\$ 68.00 / cubic yard
Excavation/Unsuitable Soils Removal	cubic yard, including	\$ 38.00 / cubic yard
Unit Price No. 3: Borrow Material	hauling off-site	
	cubic yard, in place and	
	compacted	

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Init.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Tenth (10th) day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the twenty-Fifth (25th) day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Forty-Five (45) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- 1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- 2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

All progress payments shall be subject to the retainage by Owner of an amount equal to Five percent (5%) of the dollar value of all work satisfactorily completed until the work to be performed under this contract is complete. Such Retainage shall be held in an Escrow Account in accordance with the Escrow Agreement attached herewith.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

Init.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner's final payment to the Contractor shall be made no later than Forty-Five (45) days after the issuance of the Architect's final Certificate for Payment

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor 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, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007

☐ Litigation in a court of competent jurisdiction

☒ Other *(Specify)*

Every effort should be made to resolve disputes through a non-adjudicative dispute resolution procedure. These include mediations, minitrials, settlement conferences and advisory arbitrations.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

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Zero %

§ 8.3 The Owner's representative:
(Name, address and other information)

Adam Wason, Director, Department of Public Works
City of Bloomington
401 N. Morton
Bloomington, IN 47404

§ 8.4 The Contractor's representative:
(Name, address and other information)

Larry Neidigh, President
Kent Kimmel, Project Manager
2220 West Vernal Pike
Bloomington, IN 47404

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

8.6.1 Final Payment, including all escrowed principal and escrowed interest shall be due within sixty-one (61) days following the Date of Substantial Completion, as defined above. If at that time there are any remaining uncompleted minor items, an amount equal to two hundred percent (200%) of the value of each item as determined by the Architect shall be withheld until said time or items are completed.

**See article 9.8.6.2 for additional provisions 8.6.2 through 8.6.5

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract are those contained in the Project Manual, dated January 9, 2017:

Document	Title	Date	Pages
Reference Exhibit 'B', attached herewith.	Supplementary and other Conditions of the Contract		

§ 9.1.4 The Specifications:

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(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
Reference Exhibit 'C', attached herewith.

Section	Title	Date	Pages
---------	-------	------	-------

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Reference Exhibit 'D', attached herewith.

Number	Title	Date
--------	-------	------

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addenda No. 1	February 3, 2017	71 pages (including attachments)
Addenda No. 2	February 8, 2017	9 pages (including attachments)

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

Exhibit 'A' - Accepted Alternates with not-to-exceed amounts
Exhibit 'B' - Supplementary and Other Conditions of the Contract attached herewith (Article 9.1.3)
Exhibit 'C' - Specifications attached herewith.(Article 9.1.4)
Exhibit 'D' - Drawings attached herewith (Article 9.1.5)
Exhibit 'E' - Subcontractors and Products Lists attached herewith.
Exhibit 'F' - Contractors Drug Testing Plan and Compliance Affidavit
Exhibit 'G' - Contractos Affidavit in Compliance with Trench Safety Systems.
Exhibit 'H' - Escrow Agreement

9.1.8 Supplementary Conditions to AIA Document A101 - 2007, Standard Form of Agreement Between Owner and Contractor, attached herewith as pages 9 through 11 are incorporated as part of this Agreement.

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond
In the Project Manual, See General
Conditions and Supplementary
Conditions, Article 11 - Insurance and
Bonds

Limit of liability or bond amount (\$0.00)

The Deductible on the Umbrella
Liability shall not be more than \$10,000.

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

OWNER (Signature)

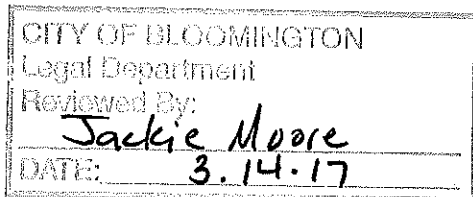
Adam Wason, Director, Department of Public
Works

(Printed name and title)

CONTRACTOR (Signature)

Larry Neidigh, President

(Printed name and title)



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**SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2007,
Standard Form of Agreement Between Owner and Contractor**

City of Bloomington Animal Care & Control Shelter Additions and Renovations

The following supplements modify the Standard Form of Agreement Between Owner and Contractor, AIA Document A101 - 2007. Where a portion of the Agreement is modified or deleted by these Supplementary Conditions, the unaltered portions of the Agreement shall remain in effect

9.2.1 ARTICLE 2 - THE WORK OF THIS CONTRACT

Add the following paragraphs 2.1 and 2.2 as follows:

2.1 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.

2.2 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.

9.3.1.1 ARTICLE 3 - DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Add the following sub-paragraph 3.1.1 as follows:

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.

9.8.6.2 ARTICLE 8 - MISCELLANEOUS PROVISIONS

Add the following miscellaneous provision 8.6.2 as follows:

8.6.2 Verification of Employees' Immigration Status

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

**SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2007,
Standard Form of Agreement Between Owner and Contractor**

City of Bloomington Animal Care & Control Shelter Additions and Renovations

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 will 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.

Add the following miscellaneous provision 8.6.3 as follows:

8.6.3 Drug Testing Plan: In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of the CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR's employee drug testing program throughout the term of this project.

Add the following miscellaneous provision 8.6.4 as follows:

8.6.4 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.

CONTRACTOR is required to comply with IOSHA regulations 29 C.F.R 1926, Subpart P, Excavations for all trenches of at least five (5) feet in depth. All cost for trench safety systems shall be the responsibility of the CONTRACTOR and included in the cost of the principal work

**SUPPLEMENTARY CONDITIONS TO AIA DOCUMENT A101 - 2007,
Standard Form of Agreement Between Owner and Contractor**

City of Bloomington Animal Care & Control Shelter Additions and Renovations

with which the safety systems are associated. CONTRACTOR shall sign an affidavit, attached as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) feet in depth.

Add the following miscellaneous provisions 8.6.5 as follows:

8.6.5 Steel or Foundry Products

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.

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.”

Domestic Foundry products are defined as follows:

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

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

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

EXHIBIT 'A'

Kirkwood Design Studio
Project No. 2015-14

ACCEPTED ALTERNATE BIDS

City of Bloomington
Animal Care & Control Shelter

ALTERNATE BIDS FOR THE WORK (Refer to Division I Section "Alternates" for complete descriptions of each Alternate Bid). State amount to be added to or deducted from the Base Bid, should the specific Alternate Bid be accepted.

ALTERNATE BID NO. 1: The amount to add to the Base Bid to provide the Sallyport as indicated in the Construction Documents. Not-to-exceed \$ 83,468

ALTERNATE BID NO. 2: The amount to add to the Base Bid to provide the renovation work on the existing building as indicated in the Construction Documents. Not-to-exceed \$ 189,291

ALTERNATE BID NO. 3: The amount to add to the Base Bid to provide the resinous flooring in lieu of densified-concrete in rooms as indicated in the Construction Documents. Not-to-exceed \$ 37,921

ALTERNATE BID NO. 4: The amount to add to the Base Bid to provide built-in self-contained cat cages with individual exhausts to Rooms A116, A118, A119, A130, A131, and A 132 as shown on the Construction Documents. Not-to-exceed \$ 70,831

ALTERNATE BID NO. 7: The amount to add to the Base Bid to provide a new keying system for the entire facility including replacing cylinder cores in all existing pad-locks, dead-locks and locksets to remain as shown on the Construction Documents. Not-to-exceed \$ 8,500

EXHIBIT 'B'

Kirkwood Design Studio
Project No. 2015-14

**SUPPLEMENTARY AND
AND OTHER CONDITIONS**

City of Bloomington
Animal Care & Control Shelter

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS

Document 00 0110	Advertisement for Bids
Document 00 1000	Instructions to Bidders
Document 00 1010	Supplementary Instructions to Bidders
Document 00 1020	Table of Exhibits
Document 00 2200	Geotech Report (<i>Addendum No. 1</i>)
Document 00 2510	Pre-Bid Conference
Document 00 3000	Bid Form
Document 00 4350	Subcontractor and Material List
Document 00 5010	Owner-Contractor Agreement
Document 00 7000	General Conditions
Document 00 8000	Supplementary Conditions
Document 00 9000	Escrow Agreement

DIVISION 01 - GENERAL REQUIREMENTS

Section 01 1000	Summary
Section 01 2300	Alternates
Section 01 2500	Contract Modification Procedures
Section 01 2900	Payment Procedures
Section 01 3100	Project Management and Coordination
Section 01 3200	Construction Progress Documentation
Section 01 3300	Submittal Procedures
Section 01 4000	Quality Requirements
Section 01 4200	References
Section 01 5000	Temporary Facilities and Controls
Section 01 6000	Product Requirements
Section 01 7300	Execution Requirements
Section 01 7310	Cutting and Patching
Section 01 7700	Closeout Procedures

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

DIVISION 02 – EXISTING CONDITIONS

Section 02 4119 Selective Demolition

DIVISION 03 - CONCRETE

Section 03 3000 Cast-In-Place Concrete

DIVISION 04 - MASONRY

Section 04 2200 Concrete Unit Masonry
Section 04 2613 Brick Masonry Veneer

DIVISION 05 - METALS

Section 05 1200 Structural Steel
Section 05 5000 Metal Fabrications
Section 05 5213 Pipe and Tube Railings

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

Section 06 1000 Rough Carpentry
Section 06 1600 Sheathing
Section 06 1753 Shop-Fabricated Wood Trusses
Section 06 2013 Exterior Finish Carpentry
Section 06 2023 Interior Finish Carpentry
Section 06 4116 Plastic-Laminate-Faced Cabinets

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

Section 07 2100 Thermal Insulation
Section 07 2413 Exterior Insulation and Finish System
Section 07 3113 Asphalt Shingles
Section 07 4213 Metal Wall and Soffit Panels
Section 07 4633 Vinyl Siding
Section 07 4646 Fiber-Cement Siding
Section 07 5423 TPO Roofing
Section 07 6200 Sheet Metal Flashing and Trim
Section 07 8413 Penetration Firestopping
Section 07 9200 Joint Sealants

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

DIVISION 08 - OPENINGS

Section 08 1113	Steel Doors and Frames
Section 08 3113	Access Doors and Frames
Section 08 3323	Overhead Coiling Doors
Section 08 4113	Aluminum Entrances and Storefronts
Section 08 5313	Vinyl Windows
Section 08 7100	Door Hardware
Section 08 8000	Glazing
Section 08 9119	Fixed Louvers

DIVISION 09 - FINISHES

Section 09 2900	Gypsum Board
Section 09 5113	Acoustical Panel Ceilings
Section 09 5423	Linear Metal Ceilings
Section 09 6513	Resilient Base and Accessories
Section 09 6714	Resinous Flooring
Section 09 7200	Fiberglass Reinforced Plastic Paneling
Section 09 9000	Painting
Section 09 9600	High-Performance Coatings

DIVISION 10 - SPECIALTIES

Section 10 1423	Signage
Section 10 1426	Post and Panel Signage
Section 10 2601	Wall and Corner Protection
Section 10 2800	Toilet and Bath Accessories
Section 10 4413	Fire Extinguisher Cabinets
Section 10 7313	Fabric Awnings

DIVISION 11 – EQUIPMENT

Section 11 3300	Telescoping Attic Access Stair
Section 11 4213	Stainless Steel Equipment
Section 11 7510	Kennel Units, Fencing and Gates
Section 11 7520	Vertical Sliding Kennel Doors
Section 11 7530	Modular Animal Cages

END OF VOLUME I

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

VOLUME II OF II
FIRE SUPPRESSION, PLUMBING, HEATING VENTILATING AND AIR CONDITIONING,
ELECTRICAL AND SITE DEVELOPMENT SPECIFICATIONS

DIVISION 20 – FIRE SUPPRESSION, PLUMBING AND HVAC

SECTION 20 0010	Common Work Results For Fire Suppression, Plumbing and HVAC
SECTION 20 0050	Common Materials and Methods for Fire Suppression, Plumbing and HVAC
SECTION 20 0060	Common Pipe, Valves and Fittings and Hangers for Fire Suppression, Plumbing and HVAC
SECTION 20 0180	Common Insulation for Plumbing and HVAC

DIVISION 22 – PLUMBING

SECTION 22 1119	Domestic Water Specialties
SECTION 22 1123	Domestic Circulation Pumps
SECTION 22 1319	Waste Specialties
SECTION 22 1323	Interceptors
SECTION 22 1423	Storm Specialties
SECTION 22 3400	Gas-Fired Water Heaters
SECTION 22 4000	Plumbing Fixtures
SECTION 22 6315	Natural Gas Piping Specialties

DIVISION 23 – HEATING VENTILATING AND AIR CONDITIONING

SECTION 23 0593	Testing and Balancing
SECTION 23 2300	Refrigerant Piping
SECTION 23 3113	Metal Ducts
SECTION 23 3300	Air Duct Accessories
SECTION 23 3713	Diffusers, Registers, Grilles & Louvers
SECTION 23 6201	Air Cooled Condensing Unit
SECTION 23 8220	Blower Coil Unit
SECTION 23 8239	Unit Heaters

DIVISION 26 – ELECTRICAL

SECTION 26 0500	Common Work Results for Electrical
SECTION 26 0519	Low-Voltage Electrical Power Conductors & Cables
SECTION 26 0526	Grounding & Bonding for Electrical Systems
SECTION 26 0529	Hangers & Supports for Electrical Systems
SECTION 26 0533	Raceways & Boxes for Electrical Systems
SECTION 26 0544	Sleeves & Sleeve Seals For Electrical Systems
SECTION 26 0553	Identification for Electrical Systems
SECTION 26 0923	Lighting Control Devices
SECTION 26 2200	Low-Voltage Transformers

EXHIBIT 'C'

Kirkwood Design Studio
Project No. 2015-14

SPECIFICATIONS

City of Bloomington
Animal Care & Control Shelter

SECTION 26 2416	Panelboards
SECTION 26 2726	Wiring Devices
SECTION 26 2813	Fuses
SECTION 26 2816	Enclosed Switches & Circuit Breakers
SECTION 26 2913	Enclosed Controllers
SECTION 26 4313	Surge Protection for Low-Voltage Electrical Power Circuits
SECTION 26 5100	Interior Lighting

DIVISION 27 – COMMUNICATIONS

SECTION 27 0500	Common Work Results for Communications
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DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

SECTION 28 3111	Digital, Addressable Fire-Alarm System
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DIVISION 31 - EARTHWORK

Section 31 2000	Earthwork
Section 31 2513	Soil Erosion Control

DIVISION 32 – EXTERIOR IMPROVEMENTS

Section 32 1116	Granular Base Course
Section 32 1216	Asphaltic Concrete Paving
Section 32 1313	Concrete Paving
Section 32 1380	Exterior Concrete
Section 32 1723	Paving Marking
Section 32 3113	Chain Link Fences and Gates
Section 32 9113	Soil Preparation

DIVISION 33 - UTILITIES

Section 33 4000	Storm Drainage Facilities
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END OF VOLUME II

DRAWING INDEX

COVER Cover Sheet

A001 Life Safety Plans & Code Review

C000 Site/Civil Cover Sheet

C101 Misc. Details – *Rev. Addendum No. 1*

C201 Site Demolition Plan – *Rev. Addendum No. 1*

C202 Site, Grading, Utilities, and SWPP Plan – *Rev. Addendum No. 1*

C203 Construction Sequencing – *Rev. Addendum No. 1*

C204 Landscape Plan – *Rev. Addendum No. 1*

C301 SWPPP Information – *Rev. Addendum No. 1*

C302 SWPPP Details – *Rev. Addendum No. 1*

A002 Overall Floor Plan

A100 Demolition Floor Plans

A101 New Building Floor Plan

A102 Existing Building Floor Plan

A103 Roof Plan

A104 Large Scale Floor Plan

A110 Reflected Ceiling Plans

A201 Exterior Elevations

A202 Exterior Elevations

A301 Building Sections

A302 Building Sections

A303 Wall Sections & Details

A501 Door & Window Schedule

A510 Room Finish Schedule

A601 Casework Elevations

A602 Animal Cage Elevations

S101 Foundation Plan

S102 Framing Plan

S401 Foundation Sections & Details

S402 Framing Sections & Details

S403 Framing Sections & Details

S501 Structural Notes

S502 Structural Notes

M001 Symbols, Abbrev. And General Notes

MD201 Mechanical Demolition Plan

M201 Mechanical Plan

M202 Mechanical Plan – Mezzanine

M220 Mechanical Plan – Roof

M401 Mechanical Details

M501 Airflow Schematic

M600 Mechanical Schedules

P200 Plumbing Combination Plan

P201 Plumbing Foundation Plan

P202 Plumbing Floor Plan

P203 Plumbing Attic Plan
P401 Plumbing Large-Scale Plans and Diagrams
P601 Plumbing Schedules and Details

FP201 Fire Protection Floor and Attic Plan
FP401 Fire Protection Diagrams

E001 Electrical Symbols & Abbreviations
E100 Electrical Site Plan
ED201 Electrical Demolition Plan
E201 Lighting Floor Plan
E211 Power Floor Plan
E220 Electrical Roof Plan
E601 Power Floor Plan

EXHIBIT 'E'

Kirkwood Design Studio **DOCUMENT 00 4350 - SUBCONTRACTOR** City of Bloomington
 Project No. 2015-14 **AND MATERIAL LIST** Animal Care & Control Shelter

1.4 SUBCONTRACTOR AND MATERIALS LIST - DIVISIONS 2 - 14

- A. Submitted By General Contractor: Neidigh Construction Corporation
- B. Authorized Signature: Larry Neidigh Larry Neidigh, President

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
02 4119	Selective Demolition	<u>Neidigh</u>	<u>per specs</u>
03 3300	Cast-In-Place Concrete	<u>Neidigh</u>	<u>per specs</u>
04 2200	Concrete Unit Masonry	<u>Neidigh</u>	<u>Northfield</u>
04 2613	Brick Masonry Veneer	<u>Neidigh</u>	<u>Sioux City</u>
05 1200	Structural Steel	<u>Neidigh</u>	<u>Graber</u>
05 5000	Metal Fabrications	<u>Neidigh</u>	<u>Graber</u>
05 5213	Pipe and Tube Railings	<u>Neidigh</u>	<u>Graber</u>
06 1000	Rough Carpentry	<u>Neidigh</u>	<u>Carfor</u>
06 1600	Sheathing	<u>Neidigh</u>	<u>Weyerhaeuser</u>
06 1753	Shop-Fabricated Wood Trusses	<u>Neidigh</u>	<u>K & K Truss</u>
06 2013	Exterior Finish Carpentry	<u>Neidigh</u>	<u>Hardie</u>
06 2023	Interior Finish Carpentry	<u>Neidigh</u>	<u>Corian</u>
06 4116	Plastic-Laminate-Faced Cabinets	<u>Lee Supply</u>	<u>per specs</u>
07 2100	Thermal Insulation	<u>RWS</u>	<u>Knauf Johns Manville</u>
07 2413	Exterior Insulation and Finish System (EIFS)	<u>Neidigh</u>	<u>STO</u>
07 3113	Asphalt Shingles	<u>Neidigh</u>	<u>Owen Corning</u>
07 4213	Metal Wall and Soffit Panels	<u>Neidigh</u>	<u>MBCT</u>
07 4633	Vinyl Siding	<u>Neidigh</u>	<u>Owens Corning</u>
07 4646	Fiber-Cement Siding	<u>Neidigh</u>	<u>Hardie</u>
07 5423	TPO Roofing	<u>Neidigh</u>	<u>Goodyear</u>
07 6200	Sheet Metal Flashing and Trim	<u>Neidigh</u>	<u>per specs</u>
07 8413	Penetration Firestopping	<u>Neidigh</u>	<u>3M</u>
07 9200	Joint Sealants	<u>Neidigh</u>	<u>Sonneborn</u>
08 1113	Steel Doors and Frames	<u>IN Door</u>	<u>Curry</u>
		<u>& Hardware</u>	
01/09/17	SUBCONTRACTOR AND MATERIAL LIST		00 4350 - 2

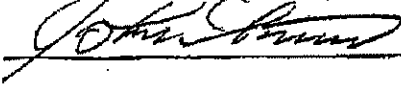
EXHIBIT 'E'

Kirkwood Design Studio DOCUMENT 00 4350 - SUBCONTRACTOR City of Bloomington
Project No. 2015-14 AND MATERIAL LIST Animal Care & Control Shelter

08 3113	Access Doors and Frames	<u>Lee Supply</u>	<u>Nystrom</u>
08 3323	Overhead Coiling Doors	<u>Overhead Doors</u>	<u>per specs</u>
08 4113	Aluminum Entrances and Storefront	<u>City Glass</u>	<u>US Aluminum</u>
08 5313	Vinyl Windows	<u>Neidigh</u>	<u>Quaker</u>
08 7100	Door Hardware	<u>IN Door & Hardware</u>	<u>per specs</u>
08 8000	Glazing	<u>City Glass</u>	<u>per specs</u>
08 9119	Fixed Louvers	<u>Neidigh</u>	<u>Vent Products</u>
09 2900	Gypsum Board	<u>RC Drywall</u>	<u>National Gypsum</u>
09 5100	Acoustical Panel Ceilings	<u>Neidigh</u>	<u>USG</u>
09 5423	Linear Metal Ceilings	<u>Neidigh</u>	<u>ATAS</u>
09 6513	Resilient Base and Accessories	<u>Wylies</u>	<u>Roppe</u>
06 6714	Resinous Flooring	<u>Dixon</u>	<u>Dura Flex</u>
09 7200	Fiberglass Reinforced Plastic Paneling	<u>RWS</u>	<u>Crane</u>
09 9000	Painting	<u>Neidigh</u>	<u>MAB</u>
09 9600	High-Performance Coatings	<u>Neidigh</u>	<u>Dura Flex</u>
10 1423	Signage	<u>ASI</u>	<u>ACE</u>
10 1426	Post and Panel Signage	<u>ASI</u>	<u>ACE</u>
10 2601	Wall and Corner Protection	<u>Lee Company</u>	<u>Wall Guards</u>
10 2800	Toilet and Bath Accessories	<u>Lee Company</u>	<u>American Specialties</u>
10 4413	Fire-Extinguisher Cabinets	<u>Lee Company</u>	<u>J. L. Industries</u>
10 7317	Fabric Awnings	<u>USA Awnings</u>	<u>per specs</u>
11 3300	Telescoping Attic Access Stair	<u>Neidigh</u>	<u>Bessler</u>
11 4213	Stainless Steel Equipment	<u>Neidigh</u>	<u>Harry J. Kloeppel</u>
11 7510	Kennel Units, Fencing and Gates	<u>Mason Co.</u>	<u>per specs</u>
11 7520	Vertical Sliding Kennel Doors	<u>Mason Co.</u>	<u>per specs</u>
11 7530	Modular Animal Cages	<u>Mason Co.</u>	<u>per specs</u>

Kirkwood Design Studio DOCUMENT 00 4350 - SUBCONTRACTOR City of Bloomington
Project No. 2015-14 AND MATERIAL LIST Animal Care & Control Shelter

1.5 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 21

- A. Submitted By Fire Suppression Subcontractor: CRAPTSMAN FIREPROTECTION LLC
B. Authorized Signature: 

Section	Item	Subcontractor	Manufacturer
21 05 19	Pressure gauges	Craftsman	AMTTEK
21 11 19	Double Check Detector Valve	Craftsman	AMES
21 13 13	Sprinkler heads	Craftsman	TYCO
	Tamper switches	Craftsman	POTTER
	Flow switches	Craftsman	POTTER
	Valves	Craftsman	VICTAULIC
	Pipe and fittings	Craftsman	BULL-MARTIN HAMIL

1.6 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 22

- A. Submitted By Plumbing Subcontractor: _____
B. Authorized Signature: _____

Section	Item	Subcontractor	Manufacturer
22 07 19	Pipe insulation	_____	_____
22 11 19	Backflow preventers	_____	_____
22 11 23	Water circulating pumps	_____	_____
22 13 19	Sanitary floor drains and floor sinks	_____	_____
22 14 26	Storm roof drains	_____	_____
22 34 00	Water heaters	_____	_____
22 34 05	Thermostatic mixing valves	_____	_____
22 42 00	Water closets and urinals	_____	_____
	Lavatories and sinks	_____	_____
	Faucets	_____	_____
	Flushometers	_____	_____
	Drinking fountains/water coolers	_____	_____
	Shower Enclosure & Faucet	_____	_____

01/09/17

SUBCONTRACTOR AND MATERIAL LIST

00 4350 - 4

EXHIBIT 'E'

Kirkwood Design Studio **DOCUMENT 00 4350 - SUBCONTRACTOR**
Project No. 2015-14 **AND MATERIAL LIST**

City of Bloomington
Animal Care & Control Shelter

1.5 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 21

A. Submitted By Fire Suppression Subcontractor: _____

B. Authorized Signature: _____

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
21 05 19	Pressure gauges	_____	_____
21 11 19	Double Check Detector Valve	_____	_____
21 13 13	Sprinkler heads	_____	_____
	Tamper switches	_____	_____
	Flow switches	_____	_____
	Valves	_____	_____
	Pipe and fittings	_____	_____

1.6 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 22

A. Submitted By Plumbing Subcontractor: South Hill Maintenance LLC

B. Authorized Signature: _____

<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
22 07 19	Pipe insulation	<u>SIM</u>	<u>JOHN MANVILLE</u>
22 11 19	Backflow preventers	<u>SIM</u>	<u>ZEN</u>
22 11 23	Water circulating pumps	<u>SIM</u>	<u>BEG</u>
22 13 19	Sanitary floor drains and floor sinks	<u>SIM</u>	<u>ZEN</u>
22 14 26	Storm roof drains	<u>SIM</u>	<u>ZEN</u>
22 34 00	Water heaters	<u>SIM</u>	<u>BRANDON WHITE</u>
22 34 05	Thermostatic mixing valves	<u>SIM</u>	<u>LAWLLIC</u>
22 42 00	Water closets and urinals	<u>SIM</u>	<u>AMERICAN STANDARD</u>
	Lavatories and sinks	<u>SIM</u>	<u>"</u>
	Faucets	<u>SIM</u>	<u>CHICAGO</u>
	Flushometers	<u>SIM</u>	<u>SLUIN</u>
	Drinking fountains/water coolers	<u>SIM</u>	<u>ELKAY</u>
	Shower Enclosure & Faucet	<u>SIM</u>	<u>AQUA BATH/COMMIONS</u>

01/09/17

SUBCONTRACTOR AND MATERIAL LIST

00 4350 - 4

EXHIBIT 'E'

Kirkwood Design Studio DOCUMENT 00 4350 - SUBCONTRACTOR
Project No. 2015-14 AND MATERIAL LIST

City of Bloomington
Animal Care & Control Shelter

1.7 SUBCONTRACTOR AND MATERIALS LIST - DIVISION 23

A. Submitted By Mechanical Subcontractor: Air-Master Heating and Air LLC

B. Authorized Signature: Ty [Signature]

C. Sub-subcontractors:

Sheet Metal Subcontractor: Air-Master HVAC

Insulation Subcontractor: Air-Master HVAC

Balancing Subcontractor: National Test and Balance

Temperature Control Subcontractor: Air-Master HVAC

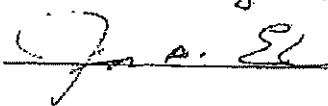
<u>Section</u>	<u>Item</u>	<u>Subcontractor</u>	<u>Manufacturer</u>
23 05 93	Testing and Balancing	<u>National Test & Balance</u>	<u>N/A</u>
23 09 00	Temperature controls	<u>Air-Master</u>	<u>Honeywell</u>
23 31 00	Sheetmetal Fabrication Drawings	<u>SHAPE MFG</u>	<u>Pittsburg Steel</u>
23 34 23	Fans	<u>Air-Master</u>	<u>Greenheck</u>
23 37 00	Grilles/Registers/Diffusers	<u>Air-Master</u>	<u>Titus</u>
23 54 00	Condensing Furnaces	<u>Air-Master</u>	<u>Bryant</u>
23 62 02	Condensing Units	<u>Air-Master</u>	<u>Bryant</u>
23 72 01	Packaged ERV	<u>Air-Master</u>	<u>Renew-Aire</u>
23 74 17	Packaged OA Rooftop Units	<u>Air-Master</u>	<u>Bryant</u>
23 82 39	Wall and Ceiling Unit Heaters	<u>Air-Master</u>	<u>Qmark</u>

EXHIBIT 'E'

Kirkwood Design Studio **DOCUMENT 00 4350 - SUBCONTRACTOR** City of Bloomington
 Project No. 2015-14 **AND MATERIAL LIST** Animal Care & Control Shelter

1.8 SUBCONTRACTOR AND MATERIALS LIST - DIVISIONS 26, 27 and 28

A. Submitted By Electrical Subcontractor: Gaylor Electric

B. Authorized Signature: 

Section	Item	Subcontractor	Manufacturer
26 24 16	Panelboards	<u>Gaylor</u>	<u>Square D</u>
26 27 26	Wiring devices	<u>Gaylor</u>	<u>Pass</u>
26 51 00	Light Fixtures	<u>Gaylor</u>	<u>—</u>
	R1	<u>Gaylor</u>	<u>Columbia</u>
	R2	<u>Gaylor</u>	<u>Columbia</u>
	S1	<u>Gaylor</u>	<u>Columbia</u>
	S2	<u>Gaylor</u>	<u>Prascolite</u>
	W1	<u>Gaylor</u>	<u>Dual-Lite</u>
	X1	<u>Gaylor</u>	<u>Dual-Lite</u>
27 11 00	Communications Equipment Room Fittings	<u>Fairchild</u>	<u>—</u>
	Equipment Racks	<u>Fairchild</u>	<u>Leviton</u>
27 13 00	Communications Backbone Cabling	<u>Fairchild</u>	<u>—</u>
	Cable	<u>Fairchild</u>	<u>General Cable</u>
	Patch Panels	<u>Fairchild</u>	<u>Leviton</u>
27 15 00	Communications Horizontal Cabling	<u>Fairchild</u>	<u>—</u>
	Telecommunications Outlets	<u>Fairchild</u>	<u>Leviton</u>
	Cable	<u>Fairchild</u>	<u>General Cable</u>
	Patch Panels	<u>Fairchild</u>	<u>Leviton</u>
28 31 12	Zoned (dc loop) Fire-Alarm System	<u>Koorsen</u>	<u>Fire-Lite</u>

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF DOCUMENT 00 4350

EXHIBIT 'F'

ATTACHMENT D

COMPLIANCE AFFIDAVIT
REGARDING INDIANA CODE CHAPTER 4-13-18
DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the President of
(job title)
Neidigh Construction Corporation
(company name)
2. The undersigned is duly authorized and has full authority to execute this Affidavit.
3. The company named herein that employs the undersigned:
 - i. has contracted with or seeking to contract with the City of Bloomington to provide services; **OR**
 - ii. is a subcontractor on a contract to provide services to the City of Bloomington.
4. The undersigned certifies that Contractor's submitted written plan for a drug testing program to test employees of the Contractor and Subcontractor for public works projects with an estimated cost of \$150,000 is in accordance with Indiana Code 4-13-18 as amended.
5. The undersigned acknowledges that this Contract shall be subject to cancellation should Contractor fail to comply all provisions of the statute.

Larry Neidigh
Signature

Larry Neidigh
Printed Name

EXHIBIT 'F'

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared
Larry Neidigh and acknowledged the execution
of the foregoing this 14th day of February, 2017.

My Commission Expires: 12/15/2024

Debra D. Johnson

Signature of Notary Public

County of Residence: Monroe

Debra D. Johnson

Printed Name of Notary Public

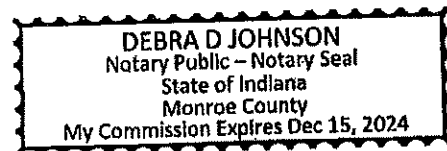


EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

A. POLICY

To provide our company a reasonable plan that, when effectively implemented, will favorably impact the work place by reducing employee injury rates, absenteeism, discipline, labor turnover and help decrease the cost of Workers' Compensation Insurance. Our company complies with the Indiana Code 4-13-18, contractor's employee drug testing.

B. SCOPE

All company employee and management staff.

C. REFERENCE

Federal Drug Free Workplace Act of 1988 and state legislation.

D. EXPLANATION

The need for a policy on employee use of drugs, alcohol and controlled substances is something each organization should individually address. Any policy developed should clearly indicate how it will be enforced and the consequences of non-compliance. Issues of prevention, education, enforcement, protection from misadministration and treatment/Employee Assistance Plans (EAS) become the policy's main components.

Some key points to consider when developing a policy and an enforcement program are:

- **Qualifications of Policy Developers**

Neidigh Construction will select qualified individuals to take part in the development of the policy. External legal assistance is highly recommended during the policy development phase to ensure compliance with all applicable state and federal laws.

- **Policy Design**

Our policy is not designed to dictate moral conduct or to enforce the law. However, reasonable rules may be implemented to discourage employees' possession or distribution of illegal drugs at work. In addition, federal contractors must incorporate the six elements of the Drug-Free Work Environment rules listed in Exhibit 1 into their company drug policies.

- **Enforcement**

Our policy will be fairly enforced and in keeping with the intent of our policy. Violations will be handled consistently, on a non-discriminatory and confidential basis. We will decide before on what action will be taken should violators be found, rather than "after the fact."

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

- Pre-employment Screening

Neidigh Construction believes screening is the backbone of our drug testing policy. However, we check and obey all local and state laws before undertaking such screenings and incorporating them into our job candidate program. The employer and employees have the right to consistent and reasonable procedures in administering the tests. At this time we will advise all applicant(s) considered for employment that they will be tested for use of illegal drugs, or at any time thereafter in accordance with our established policy.

- Employee Involvement

The best way to gain support for the program is to involve employees at the first stages of policy development. Get their input and answer their questions so they understand that the policy is designed to improve working conditions. Indicate exactly what drugs will be included in the testing. The most commonly tested drugs are listed in Exhibit 2. Levels of detection also included are those recognized as levels of abuse by the National Institute on Drug Abuse (NIDA). These levels have been successfully defended in numerous legal challenges.

- Policy Section

Our policy includes our employer's or laboratory's method of maintaining the integrity of specimens. This portion of the policy states the employees' rights and, at minimum, should include the employer's commitment to maintaining confidentiality in enforcing the drug testing policies. The employees' rights also include freedom from libel, slander and humiliation, and proper administration of the test. This section includes statements of the right of the employer to conduct the test and the action that will be taken if an employee refuses. Typically, refusal to submit a sample can result in termination or other disciplinary action.

- Employee Challenge

Neidigh Construction may provide an appeals process to their employees or job applicants who challenge a positive test. A typical provision is challenge testing at a cost to the employee/applicant with a provision that the challenge test must be conducted on the same sample as the first test. If retesting proves negative, the employer pays the cost. The employer's explicit intentions should be in the written policy prior to implementation of the program. No statement regarding challenge testing should be made unless the contract with the laboratory guarantees they will retain the specimen for further testing.

- Positive Test Results

Job applicants who are currently abusing any of the chemical substances being tested will not be hired. When an applicant or an employee tests positive for any of the listed substances, a confirmation test by an alternate, more specific, method must be conducted. The test must be conducted before reporting the positive results.

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

- Education of Employees

Once our policy is completed, an educational program will be conducted that includes issuing copies of the policy to current employees, posting the policy at entrances, lunchrooms, bulletin boards, etc. In addition, we will schedule meetings with all supervisory personnel to make them aware of what is about to happen.

- Employee Agreement

All employees should be required to sign an acknowledgement that they have been informed of, and agree to comply with, the new drug policy. This acknowledgement constitutes an amendment to the initial employment agreement, whether stated or implied. Exhibit 3 may be used to ensure that your existing employees have read and understand the company's policy.

- Post-Incident Testing

This policy applies to all Company employees involved in a work-related or near miss incident. This policy also serves to reinforce the Company's intolerance for illegal drug use and working under the influence of alcohol.

Any employees involved in a work-related or near miss incident must inform a supervisor immediately. If the incident involved property damage or requires medical attention, the employee will be directed to go to have the injury taken care of and to provide a breath and urine sample as soon as possible following the accident. If possible, this testing will be in conjunction with medical treatment. The test results will be released to the Human Resources Manager. The test will consist of a breath alcohol test, along with a urine analysis to test for the following non-prescribed illegal substances listed in Exhibit 'A'.

- Consequences

Per Indiana Statute 4-13-18, Drug Testing of Employees of Public Works Contractors, (1) Our employees will be drug tested at least once a year. (2) testing will be random and at least two percent (2%) of our employees will be tested on a monthly basis. (3) Our program contains at least a five (5) drug panel that test for the following as listed in Exhibit A. (4) Any employee who tests positive for illegal substances will be terminated immediately.

If the blood alcohol test comes back with an alcohol level exceeding .02, it will be grounds for disciplinary action up to and including immediate termination. In addition, an employee who refuses to submit to the testing procedure will be considered insubordinate and will be grounds for immediate termination.

EXHIBIT A: Non-prescribed illegal substances:

Amphetamines (Speed, pep pills)	Barbiturates (Depressants)
Benzodiazepines (Valium)	Cannabinoids (Marijuana)
Cocaine (including crack)	Methadone (Morphine)
Methaqualone (Qualudes)	Opiates (Heroin)
Phencyclidine (PCP)	Propoxyphene (Darvon)

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

Commonly Tested Drugs	Levels of Abuse
Amphetamines (benzedrine, dexedrine, methamphetamine, etc.)	0.3 ug/ml (or 300 ng/ml)
Barbiturates (seconal, phenobarbital, pentobarbital, etc.)	0.3 ug/ml (or 300 ng/ml)
Benzodiazepines (vallium, chlordiazepoxide, etc.)	0.3 ug/ml (or 300 ng/ml)
Cocaine metabolites (benzoylecgonine, ecgonine, etc.)	0.3 ug/ml (or 300 ng/ml)
Methaqualone (quaaludes, meguin, mandrax, etc.)	0.75 ug/ml (or 750 ng/ml)
Opiate derivatives (heroin, opiate, morphine, codeine, demerol, oxycodone, etc.)	0.3 ug/ml (or 300 ng/ml)
Phencyclidine (PCP, angel dust)	0.075 ug/ml (or 75 ng/ml)
Cannabinoid metabolites (marijuana, THC acid, cannabidiol, cannabinol, etc.)	0.1 ug/ml (or 100 ng/ml)
Ethanol (alcohol)	0.05% or higher (in urine)
Methadone	0.3 ug/ml (or 300 ng/ml)

Reference: NIDA (National Institute on Drug Abuse)
Published October 1988 Professional Safety

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

EXHIBIT 2.1

DRUG ABUSE DETECTION/TIME LIMITS PER USAGE:

The following drugs are taken orally, except for heroin and morphine, which are administered through intravenous injections, and marijuana, which is smoked.

Drug	Dosage in Milligrams	Detection Time After Usage
Amphetamines	30	1-120 hours
	15	1-72 hours
	5	3.5-30 hours
Barbiturates		
Short-acting	100	4.5 days
Phenobarbital	40	7 days
Benzodiazepines	25	48 hours
Diazepam	10	None detected
	10 mg/5 times daily	3-7 days
Cocaine	250	8-48 hours
Opiates		
Heroin	10	1-4 days
Meperidine	100	4-24 hours
Methadone	38	7.5-56 hours
Morphine	10	84 hours
Methaqualone	150	Up to 60 hours
	250	Up to 72 hours
	300	Up to 90 hours
Marijuana	Once per week	7-34 days
	Daily usage	6-81 days

Reference: "Drug Testing in the Workplace," American Society of Clinical Pathologists

EXHIBIT 'F'

Neidigh Construction Corporation Drug Free Workplace Policy

EXHIBIT 3.0

NEIDIGH CONSTRUCTION CORPORATION

**SUBSTANCE ABUSE POLICY
-URINALYSIS DRUG SCREENING-**

By my signature below, I _____ hereby acknowledge that I have read and understand the Substance Abuse Policy of *Neidigh Construction, which outlines the company's policy regarding the use or possession of drugs and related items. I understand that the Neidigh requires employees to submit urine specimens to be analyzed for the presence of drugs. I realize that the presence of a detectable trace of any unauthorized substance is grounds for disciplinary action and that this may include termination of my employment. I further realize that my cooperation is voluntary and that refusal to submit a specimen for testing is grounds for my termination.

I agree to cooperate and abide by this policy and understand that any failure to do so on my part is grounds for termination.

Employee Signature

Date

Signature of Supervisor or Witness

Date

JOB SITE OBJECTIVE:

Title IV of H.R. 5210 requires federal contractors to certify that they are providing a drug-free workplace as a condition for receiving the contract. The "drug-free workplace" provision would deny the awarding of a government contract unless the contractor certifies to the contracting agency that it will provide a drug-free workplace by meeting the following requirements:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensating or use of illegal drugs is prohibited in the contractor's workplace and specifying the actions that will be taken if the prohibition is violated.
2. Establishing a drug-free awareness program to inform employees of (a) the dangers of workplace drug abuse; (b) the contractor's drug-free workplace policy; (c) any available drug counseling, rehabilitation and employee assistance programs; and (d) employee penalties for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract be given a copy of the employer's anti-drug statement and, as a condition of employment, agree to abide by its terms and to notify the employer in writing of any criminal drug conviction for use of illegal drugs at the workplace, within five days after the conviction.
4. Notifying the contracting agency within ten days after learning of an employee criminal drug conviction for use of illegal drugs at the workplace.
5. Imposing a sanction, up to and including termination of employment, on any employee convicted of illegal use of drugs at the workplace or requiring the employee's "satisfactory participation" in an employee assistance or rehabilitation program.
6. Making a good faith effort to continue maintaining a drug-free workplace by implementing the previous five requirements.

Contractors who falsely certify that they are providing a drug-free workplace, or who fail to carry out the requirements described above, are subject to contract suspension, or termination, or both. In addition, the contractor can be debarred from future government work for up to five years. Determinations as to whether sanctions against a contractor are authorized shall be made by the respective agency's board of contract appeals. An adverse decision can be appealed to the U.S. Court of Appeals for the Federal Circuit within 60 days. Sanctions could be waived if the contracting agency concludes that they would "severely disrupt" the operation of the agency to the detriment of the government or the general public.

ATTACHMENT E

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

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

EXHIBIT 'G'

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

Method of Compliance (Specify) _____

Date: February 14, 2017

Larry Neidigh
Signature

Larry Neidigh
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

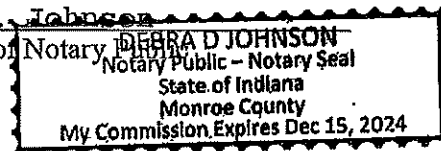
Before me, a Notary Public in and for said County and State, personally appeared
Larry Neidigh and acknowledged the execution
of the foregoing this 14th day of February, 2017.

My Commission Expires: 12/15/2014

Debra D. Johnson
Signature of Notary Public

County of Residence: Monroe

Debra D. Johnson
Printed Name of Notary



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

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

EXHIBIT 'G'

IC 36-1-12-20

Trench safety systems; cost recovery

Sec. 20. (a) This section applies to a public works project that may require creation of a trench of at least five (5) feet in depth. (b) IOSHA regulations 29 C.F.R. 1926, Subpart P, for trench safety systems shall be incorporated into the contract documents for a public works project. (c) The contract documents for a public works project shall provide that the cost for trench safety systems shall be paid for: (1) as a separate pay item; or (2) in the pay item of the principal work with which the safety systems are associated. As added by P.L.26-1989, SEC.21.

EXHIBIT 'H'

ESCROW AGREEMENT

2017 Animal Care and Control Shelter Additions & Renovations

THIS ESCROW AGREEMENT made and entered into this ____ day of _____, 2017, by and between the City of Bloomington Board of Public Works (the "Owner"), and Neidigh Construction Corporation, (the "Contractor"), and First Financial Bank (the "Escrow Agent").

WHEREAS, the Owner and Contractor have entered into a public construction contract in the amount of \$100,000 or more, dated the ____ day of _____, 2017, for a public works project; and,

WHEREAS, said construction contract provides that portions of payments by Owner to Contractor shall be retained by Owner (herein called retainage) and placed in an escrow account;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Contract providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account.
2. The Escrow Agent shall open a "Money Market" account and deposit said funds promptly into the account and invest the retainage in such obligations as selected by the Escrow Agent at its discretion.
3. The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a separate escrow fund so that a quarterly accounting can be made to the Contractor of all deposits and investments made in such funds.
4. The Escrow Agent may commingle the escrow funds with other escrow funds or invested construction funds held by it pursuant to other escrow agreements or trust instruments to which the Owner and the Contractor are parties. To expedite the handling of the investments and reinvestments of the escrow funds, the Escrow Agent may cause all savings accounts, securities, obligations and investments (other than bearer instruments) to be registered in its own name, or in the name of its nominee or nominees, or in such form that title may pass by delivery.
5. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
 - A. The Escrow Agent shall hold all of the escrow funds and shall release the principal thereof only upon the execution and delivery to it of a notice executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said notice the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of then escrowed income to the person specified in the notice. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor. All income earned on the escrowed principal shall be paid to the Contractor with the exception of that amount necessary to pay any fee for the Escrow Agent's services. No escrow income shall be paid to the Contractor until the Escrow Agent's fee, if any, has been paid in full.
 - B. In the absence of such a joint written authorization, upon receipt from the Owner of a copy of certification from Owner's Engineer, that Owner has exercised its right to terminate the

EXHIBIT 'H'

services of the Contractor pursuant to Article 16.02 of the General Conditions, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.

- C. In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided in "B", above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.
6. The "Commercial Quick Draw" account set up by the Escrow Agent to hold the retainage shall be a no fee account with no minimum balance required. The account shall earn interest at a variable rate.
7. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.
8. This instrument constitutes the entire agreement between the parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages not caused by its own negligence or willful misconduct.

OWNER:

City of Bloomington
Board of Public Works
By:

ESCROW AGENT:

First Financial Bank
By:

Kyla Cox Deckard, President

Name: _____
Title: _____

CONTRACTOR:

By:

Name: _____
Title: _____
Tax I.D. Number: _____



Board of Public Works Staff Report

Project/Event: Approval of the Preliminary Engineering Services Contract with Eagle Ridge Civil Engineering Services, LLC for the E Rogers Rd Multiuse Path Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 03/21/2017

Report: This contract includes design services necessary to construct a multiuse path along the north side of Rogers Road from High Street to The Stands Drive. The project is in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) for preliminary engineering with \$60,000 available in reimbursable federal funding. Federal funding for construction in 2020 has been requested, but the MPO has not finalized the allocation of funds for that year.

Eagle Ridge Civil Engineering Services, LLC was selected to perform this work from ten engineering firms that responded to a standard INDOT Request for Proposals (RFP). The total contract amount is \$175,155.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Services Contract with Eagle Ridge Civil Engineering Services, LLC for the E Rogers Rd Multiuse Path Project.

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

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

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

LPA - CONSULTING CONTRACT

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

Des. No.: **1500382**

Project Description:

East Rogers Road Multi-Use Path from the Jackson Creek bridge to 400' east of Winding Brook Circle

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 30, 2020. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 175,155.00.**

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Neil Kopper, P.E.
Project Manager
City of Bloomington
Department of Planning & Transportation
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Brock Ridgway, P.E.
Managing Member
Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, IN 46123

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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

CONSULTANT**LOCAL PUBLIC AGENCY**

 Signature

 Brock Ridgway, P.E.
 Managing Member

 (Print or type name and title)

 Signature

 (Print or type name and title)

 Signature

 (Print or type name and title)

 Signature

 (Print or type name and title)

Attest:

 Signature

 (Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

GENERAL

In fulfillment of this Contract, the CONSULTANT shall comply with the applicable requirements of the Indiana Department of Transportation and Federal Highway Administration. The following scope of services describes the tasks and assumptions that apply to the work of CONSULTANT to complete the design of:

*Des. No. 1500382; East Rogers Road Multi-Use Path:
from the Jackson Creek bridge to approximately 400' east of Winding Brook Circle*

The project includes services for preliminary engineering, environmental study, design, plans and special provisions, cost estimating, permit and utility coordination, right of way services, and construction support typical for a project that is to be submitted to INDOT for review and is to be constructed using federal funds. Tasks to be performed by Eagle Ridge are identified by bullets (◆), the responsibilities of LPA are designated by statements beginning with "LPA". *Assumptions and special conditions are written in italics.*

SCOPE OF SERVICES

The work elements are grouped into the following phases:

- Preliminary Engineering Tasks
- Design Tasks
- Design Support and Permitting Tasks
- Right of Way Engineering and Acquisition Services
- Bidding and Construction Support Tasks
- Project Administration and Management Tasks

PRELIMINARY ENGINEERING TASKS

Route / Topographic Survey and Mapping

- ◆ Prepare and mail or deliver a survey notice to property owners and residents prior to performing survey. Survey Notice to be per INDOT standards.
- ◆ Contact Indiana Underground for locates.
- ◆ Conduct a topographic route survey in accordance with INDOT requirements.
- ◆ Complete topographic mapping and digital terrain model.
- ◆ Establish control points to be used for construction grade and location control and put in the mapping. Provide reference point, alignment notes, and benchmark data.
- ◆ Provide traffic control as necessary to complete survey work in accordance with accepted standards, and as approved by LPA.
- ◆ ~~Request from LPA or other consultants the construction plans for project(s) adjacent to this one.~~

R/W and Property Research and Mapping

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Place parcel, property and right of way data on the mapping, including located monuments or corners and apparent or verified property boundaries, and recorded easements. Show adjacent property owners on the plans.
- ◆ Reestablish the roadway centerline from previous records, or establish one following accepted procedures.
- ◆ Prepare and Record a Route Survey Plat.

Site Reconnaissance

- ◆ Conduct site walkthrough of the project. Review the mapping provided by the surveyor.
- ◆ Compile a photographic record of the project site to assist in the design effort.
- ◆ Inventory Signs and other miscellaneous features that may be impacted by the project.
- ◆ Review existing drainage patterns.
- ◆ Update existing condition mapping as needed

Geotechnical Investigations

- ◆ Conduct coordination and permitting activities as necessary to gain City approval to conduct geotechnical investigations. Provide traffic control as needed. Coordinate with utility locator services prior to operations. Determine the locations for borings based on utility markings and a review of site conditions.
- ◆ Conduct geotechnical investigations to identify potential problems with existing in-situ soils. Sample soil in accordance with INDOT requirements.
- ◆ Conduct Rock Probes in the vicinity of anticipated retaining walls and cut areas to identify where rock excavation should be anticipated.
- ◆ Restore site to previous condition including grouting holes and reseeding or patching pavements per City requirements.
- ◆ Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing locations of borings and cores. Place sampling locations in the mapping.
- ◆ Submit report to INDOT's Division of Materials and Tests for approval. Revise and resubmit report if necessary.

Early Coordination

- ◆ Prepare an Early Coordination Letter for agencies as they appear in INDOT's Procedural Manual for Preparing Environmental Studies.
- ◆ Request local stakeholder comments for the project. Contacts expected include elected officials, Parks Department, City Forester, Bike/Ped Commission, City Transit, HAND, and others as directed by LPA.
- ◆ Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water

problems. Request information on existing facilities and if any are notably shallow or sensitive.

- ◆ Contact City ITS for information on desired fiber optic conduits in project area.

Utility Coordination

- ◆ Coordinate with private utilities including gas, electric, and telecommunications companies.
- ◆ In an early coordination letter, request utility information including mapping and notification of utility upgrade work that is planned.
- ◆ Compare utility-provided information with survey data.
- ◆ Make recommendation of where Subsurface Utility Engineering should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time, and it is not deemed likely to be needed.*

Environmental Study

- ◆ Prepare a project waiver request to the INDOT Cultural Resources Section under the Section 106 Minor Projects Programmatic Agreement.
Based on a preliminary review, it is deemed very likely that the project will qualify for this waiver. Therefore, no services by a certified historian appear to be necessary, nor are any included in this proposal. It is also assumed that INDOT will not require any type of archaeological investigation or records check in association with this project.
- ◆ Complete a “red flag” records and mapping review and submit preliminary report to INDOT for approval.
- ◆ Prepare an Environmental Study in accordance with INDOT and FHWA requirements. *The level of effort is expected to fall within a Categorical Exclusion (CE) Level 1. In the event that environmental issues are identified later that bump the project to a CE Level 2 or higher, the additional documentation, forms and coordination thereby required would need to be added by supplement.*
- ◆ Publish an Opportunity for a Hearing if required. *It is assumed that no formal Public Hearing will be required for this project.*
- ◆ Prepare Categorical Exclusion forms and appendices per the Indiana Categorical Exclusion Manual.
- ◆ Submit to INDOT for final approval of the Environmental Document. Revise and resubmit as needed.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Signature blocks, Project Title, Location Maps 1 sheet
 - General Notes and Legend, Sheet Index, Utility Contacts 1 sheet
 - Typical Cross Sections and Construction Details 1 sheet
 - Plat No. 1 1 sheet
 - Maintenance of Traffic / Erosion Control 3 sheets

○ Plan and Profiles	4 sheets
○ Retaining Wall & Railing Plans, Elevations, Details	6 sheets
○ Planting/Landscaping Plan/Details	2 sheets
○ Sign and Pavement Marking Plans	2 sheets
○ Sign Summary Table	1 sheet
○ Miscellaneous Quantity Tables	1 sheet
○ Road/Pavement Summary of Quantities	1 sheet
○ Structure Data Table / Pipe Material Sheet	1 sheet
○ <u>Cross Sections on 50' intervals, and at approaches and culverts</u>	<u>15 sheets</u>
Estimated Total Sheets	40 Sheets

- ◆ Prepare plans on 24"x36" sheets using INDOT-standard plan borders.

Milestone Submittals

Submissions to the LPA are expected to include electronic files in PDF format and hardcopy. Scope includes printing and shipping of hard copies of plans where needed including for CBU and other utilities if required.

- ◆ If Design Exceptions are required, submit plans for INDOT review at the Stage 1.
- ◆ If requested by LPA or at Consultant's discretion, submit plans for INDOT review at Stage 2. Otherwise, only submit Stage 2 Plans to LPA for review at Stage 2. Stage 2 Plans are to be used as the Field Check plan set unless otherwise noted.
- ◆ Submit Stage 3 (95%) Plans to LPA and INDOT for review.
- ◆ Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate to LPA and INDOT for review and processing.

Title and Index Sheets

- ◆ Prepare a Title Sheet that includes the project title, INDOT and LPA designated numbers and descriptions, a project location map, and signature blocks.
- ◆ Prepare an Index Sheet with an index of plan sheets, a list of utility contacts, a legend of symbols and lines, and general notes.

Typical Cross Sections & Pavement Design

- ◆ Prepare Typical Cross Section details to describe the path construction. *It is assumed that this project will rely upon INDOT's standard path section and thus will be submitted for approval to INDOT for approval. No detailed pavement design computations are anticipated to be required.*

Construction Details

- ◆ Prepare details for utility trenching, patching, curbs, curb and gutter, and monolithic curb and sidewalk details as needed.
- ◆ Prepare details for railings to be used along the side of the path in areas with an obstruction or hazardous slope.

Maintenance of Traffic and Access - Coordination and Design

- ◆ Through coordination with LPA representatives, INDOT and other area stakeholders, determine maintenance of traffic plan for the project.
- ◆ Provide details or notes in plans. Project phasing, lane restrictions, adjacent road closures, and temporary signs will be presented on these plans. Provide detour maps and summary tables.

Erosion Control Design

- ◆ Show temporary erosion control measures on Maintenance of Traffic sheets to show phasing-dependent measures, as applicable.

Plan and Profile Sheets / Trail Design / Grading Plan / Landscaping Plans

- ◆ Set up Plan and Profile sheets.
- ◆ Where applicable, prepare conceptual level layouts for alternatives for review by LPA. *This project is expected to include option(s) for crossing Rogers Road at the Stands.*
- ◆ Design the paved trail in both horizontal and vertical alignments.
- ◆ Prepare ramp, path and sidewalk layouts at all crossings of public roads and drives.
- ◆ Design special crossings, islands, bus stop changes, and miscellaneous point features.
- ◆ Add spot grades where needed to clarify grading requirements, especially spot grading plans of all ramp areas per INDOT requirements.
- ◆ Prepare ditch grades as needed for clarity.
- ◆ Add plantings and restorations, including seeding to these plans. Show locations and species of required trees and other plantings for the project. Coordinate with Urban Forester for species selections.
- ◆ Prepare right of way design/layout on these sheets.

Retaining Wall and Railing Details

- ◆ Prepare plan, elevation and details for retaining walls. *Walls are assumed to be needed at the following locations on this project:*
 - *One to either side of the Winding Brook Circle neighborhood entrance (a structural reinforced concrete wall faced with decorative stone to be selected by the City and/or neighborhood association)*
 - *In the northeast corner of the Jackson Creek bridge as a standalone wall or as an extension of the existing wingwall. (a non-decorative reinforced concrete wall not visible from Rogers Road)*
 - *At the wall extension at Jackson Creek, design the needed pedestrian railing including the replacement of the railing across the existing bridge*

Drainage Design

- ◆ Inspect site to existing structures to be connected, replaced, cleaned, etc.
- ◆ Review site for poorly draining areas and needs for cross pipes.

- ◆ Prepare pipe layouts and profiles.
- ◆ Prepare structure notes for the Plan and Profiles, and Structure Data tables.
- ◆ Prepare Pipe Material Table.
- ◆ Submit drainage design to CBU for review and approval.

Due to the nature of the project with minimal increase in impervious areas, no stormwater filtration devices are expected to be needed for this project.

Sign and Pavement Marking Design

- ◆ Prepare design of proposed permanent pavement markings, signs and sign relocations/resets IAW the Indiana Manual on Uniform Traffic Control Devices and AASHTO Bicycle Design Guide.
- ◆ Prepare a Sign Summary Sheet that lists new and existing signs.

Miscellaneous Summary of Quantities

- ◆ Provide tables of miscellaneous quantities to summarize work such as monuments, seeding, sidewalk, curbs and other non-paving work.

Road Summary of Quantities

- ◆ Provide table that summarize paving work on the project.

Cross Sections

- ◆ Provide Cross Sections at 50' intervals, at connecting paths and at crossing pipes.
- ◆ Show pavement treatments and earthwork quantities as appropriate.

DESIGN SUPPORT AND PERMITTING TASKS

Lighting Coordination

- ◆ Conduct site visit of proposed sidepath route to determine status of lighting conditions at each public road crossing location.
- ◆ Coordinate with Duke to hold a site meeting for these locations.
- ◆ Where additional lighting is needed, coordinate with Duke to determine best options for adding Duke-owned lighting to the sites. Ask Duke to prepare work orders and cost estimates as applicable.
- ◆ Review lighting plans prepared by Duke for satisfactory light levels.
- ◆ Coordinate with City and Duke for City to enter service agreements for installation and maintenance of additional lighting by Duke.
- ◆ Track Duke progress on lighting installation with intent to have lighting in place by project letting date.

This scope assumes design of lighting by Duke for facilities that would be owned by Duke, with the service paid by the City under a standard agreement.

Utility Coordination

- ◆ Minimize the impacts to utilities where possible while still meeting LPA's design goals.
- ◆ Send Utilities the Field Check Plans and invite them to a Field Check & Utility Coordination Meeting.
- ◆ Request verification of their facilities, and confirmation of suspected conflicts
- ◆ Coordinate with utilities to identify potential solutions to minimize impacts.
- ◆ If relocations are deemed needed, request relocation plans from Utilities.
- ◆ If Utilities make a claim they are reimbursable, request documentation of property interest and notify LPA of the claim. Request cost estimate for relocation.
- ◆ Request relocation plans and work order documentation.
- ◆ Review Utilities' relocation plans for consistency with road plans.
- ◆ Submit relocation plans to LPA with recommendation.
- ◆ Add relocation plans to the Plans as appropriate.

LPA Approve relocation plans, enter any necessary reimbursable or non-reimbursable agreements, and issue notice to proceed to utilities.

Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) as much as possible for Materials, Construction Requirements, and Basis for Payment.
- ◆ Write unique Special Provisions for items not covered by INDOT or if LPA standards apply. Submit Unique Special Provisions to INDOT for review with Stage 3. Provide Special Provisions Menu and attachments as required by INDOT.

Project Meetings, Field Check, and Public Meeting

- ◆ Attend one design kickoff meeting with LPA upon notice to proceed to obtain guidance and updates from LPA on schedule, budget, design objectives and coordination needs.
- ◆ Attend up to two plan review and coordination meetings with LPA during the project.
- ◆ Attend up to 1 meeting with CBU to review drainage issues and design. Submit full-sized plan sets in hardcopy for reviews and 2 sets upon approval.
- ◆ Schedule, conduct and prepare minutes for a combined field check and Utility coordination meeting. Prepare minutes of meetings and distribute to attendees.
- ◆ Conduct meetings with other stakeholders (for example: businesses or homeowner's associations) as directed by LPA. *(Note that only two of these meetings are assumed.)* Prepare minutes of meetings and distribute to attendees if needed.
- ◆ Coordinate with Monroe County Engineer and/or county representatives for review of bridge impacts.
- ◆ Prepare and Conduct a Public Meeting. Prepare exhibits and a brief presentation for LPA review prior to the meeting. *A full public hearing is not expected to be required, though the opportunity for one may be advertised. A full Public Hearing would require an adjustment to this scope and fee proposal, and the LPA would likely wish to support this effort (collection of transcripts, etc. with their own resources to save money.*

LPA	Plan, schedule and publish notices and invitations to public meetings.
LPA	Assist in the planning and scheduling of stakeholder meetings.

Permitting

- ◆ Prepare Erosion Control Special Provision if needed.
- ◆ Complete an IDEM “Rule 5” Erosion Control Permit application and supporting documentation.
- ◆ Submit the Erosion Control Plan to Monroe County Soil and Water Conservation District for review.
- ◆ Publish Public Notice in Herald Times as required.
- ◆ Submit a Notice of Intent and Permit Fee to IDEM.
- ◆ Send Early Coordination to IDNR regarding permitting needs for the project. Review floodway mapping and available models.
- ◆ *Prepare and application for an IDNR Construction in a Floodway Permit for work inside the Jackson Creek Floodway. Due to the nature of the impacts, this permit application is not expected to require full hydraulic modeling, but rather the preparation of exhibits showing that the anticipated impacts should not adversely impact the floodway conditions.*

Quantity and Cost Estimates

- ◆ At field check plans, prepare a preliminary estimate based on the design information known, built around the major work items and using a contingency for smaller work for City planning purposes.
- ◆ Prepare Earthwork calculations.
- ◆ Show Earthwork notes on the plans and include totals in the project cost estimate. Include an Undistributed quantity of Common Excavation for Undercutting unsuitable materials that are found.
- ◆ Develop itemized list of pay items following the INDOT Standard Specifications.
- ◆ Prepare quantity estimates of features shown on plans. Show information where possible directly on the plan sheets in summary tables.
- ◆ Prepare cost estimates on INDOT website in the CES format.
- ◆ Prepare quantity notes in PDF explaining the computations of quantities on the project. Submit with Tracings.

INDOT-required Documentation and Certifications

- ◆ Prepare Abbreviated Engineer’s Report per INDOT procedures.
- ◆ Prepare Commitments report.
- ◆ Prepare Contract Worksheet. Seek feedback from LPA prior to submittal to District.
- ◆ Prepare Quality Assurance Form
- ◆ Prepare Level 1 Criteria Checklist
- ◆ Prepare Geotechnical Review Certification
- ◆ Prepare Utility Certification
- ◆ Prepare Environmental Consultation Form
- ◆ Prepare Traffic Control Plan Checklist

- ◆ Prepare Transmittal Letters for Stage 3 and Tracings Submittals
- ◆ Obtain Railroad and Right of Way Certifications
- ◆ Prepare other forms as listed on current version of the INDOT Tracings Checklist

RIGHT OF WAY ENGINEERING AND ACQUISITION

- ◆ Prepare parcel Exhibit in the Form of a Plat No. 1 Sheet.
- ◆ Complete Title Search for each parcel needed.
- ◆ Prepare plat exhibits and legal descriptions showing locations and dimensions of needed permanent or temporary rights-of-way.
- ◆ Prepare Appraisal Problem Analyses for each parcel needed.
- ◆ Provide City Review set for approval of proposed right of way acquisitions.
- ◆ Stake parcels for needed right-of-way if requested.

Under this scope of work, the following tasks will need to be added by supplement once the City and INDOT have approved the proposed right of way:

- ◆ *Conduct appraisals.*
- ◆ *Conduct review appraisals, where required.*
- ◆ *Obtain LPA and INDOT approval of parcel packets and appraisals.*
- ◆ *Conduct buying activities.*
- ◆ *Conduct closing activities.*

BIDDING AND CONSTRUCTION SUPPORT TASKS

Bidding Phase

- ◆ Respond to questions from bidders if requested by INDOT.
- ◆ Prepare documentation for inclusion in an Addendum (by INDOT) if necessary.

INDOT Publish advertisement to bidders, receive, open and process bid packages.

Construction Phase

- ◆ Attend Preconstruction Meeting.
- ◆ Review shop drawing submittals from Contractor for Retaining Walls and Railings
- ◆ Respond to general questions about the design.
- ◆ Participate in identifying solutions in the event of unforeseen field conditions. *In the event of redesign due to unforeseen conditions, these would typically be added to the contract through a supplement, depending on the circumstances.*
- ◆ Participate in project walkthrough (punchlist preparation) inspection.

This scope does not include construction observation services, which are expected to be required by the INDOT as part of their typical federal-aid project requirements. This is expected to be contracted separately by the City.

PROJECT ADMINISTRATION AND MANAGEMENT TASKS

- ◆ Perform coordination and management tasks.
- ◆ Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process subconsultant invoices and other data.
- ◆ Develop Project Work Plan and maintain / revise as needed for life of the project.
- ◆ Prepare Progress Reports in format acceptable to LPA. Prepare the LPA's Quarterly Reports for the MPO and participate in quarterly meetings.
- ◆ Establish accounting controls with phased budget to monitor project performance.
- ◆ Prepare Invoices to LPA to include supporting documentation and cost records.

OTHER ASSUMPTIONS:

Environmental Hazards

The project area is not expected to have soil contamination or other environmental hazards. In the event that evidence or suspicion of contamination is found, additional services would be required to complete a Phase 1 or Phase 2 environmental review, and these services would need to be added to this agreement by supplement.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and LPA-specific requirements, if applicable.
2. Copies of all written or emailed comments or views pertinent to the design effort that are received directly by the LPA as a response to early coordination, stakeholder meetings, public meetings or public notices.
3. Copies of any decisions or positions expressed by City staff relating to the project, if such decisions or comments are deemed important by the LPA for consideration by the Consultant.
4. Any available plans of existing site, utilities, and other facilities owned, maintained or documented by the LPA on its property.
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
6. Provide a representative authorized to review the project documents and make decisions on behalf of the LPA.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed with Preliminary Engineering and Design	May 1, 2017	Assumes approval by the BOPW on 3/21/17, with INDOT approval to follow.
Survey and Mapping Complete Geotechnical Investigation complete	June 15, 2017	
Stage I Plans	August 15, 2017	<i>Not Applicable if no Level 1 Design Exceptions</i>
Field Check / Stage II Plans	November 2017	
Field Check and Utility Coordination Meeting	December 2017	
Public Meeting	January 2018	
Final Environmental Document Approval	February 2018	INDOT Review Required
Right of Way Acquisition	March 2018 – March 2019	
Stage III Plans	June 21, 2019	INDOT/LPA Review Required
Tracings (100%)	August 5, 2019	
Ready for Contracts	September 4, 2019	
INDOT Letting	November 14, 2019	
Construction	2020	

APPENDIX "D"

COMPENSATION TO CONSULTANT:

This project is to be conducted on a LumpSum basis with an agreed Maximum Cost of **\$175,155**

For budget and general progress tracking, the lumpsum will be split into the following subcategories:

Survey and Mapping:	\$ 31,600
Geotechnical Report	\$ 12,250
Environmental Document:	\$ 8,345
Path and Site Design:	\$ 54,155
Structural Design:	\$ 31,600
Permit Coordination:	\$ 8,485
Utility Coordination:	\$ 5,625
Lighting Coordination:	\$ 3,700
Right of Way Engineering:	\$ 13,800 (Estimated Max., charged per parcel)
Bidding and Construction Support:	\$ 5,595

For the purposes of the fee estimate or potential supplement calculation, the following rates shall apply:

Project Manager	\$115/hour
Civil Engineer	\$90/hour
CADD Technician:	\$60/hour
Direct Expenses	At Cost
Subconsultants	At Cost
Mileage Reimbursement	Current INDOT Rate

PROJECT FEE ESTIMATE

for Bloomington Planning & Transportation Department

Bloomington Sidepath: Rogers Road

Des. No 1500382

3/13/2017

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Direct Expenses	Totals
Hourly Rate>	\$115	\$90	\$60	At Cost	At Cost	
PRELIMINARY ENGINEERING						
DATA COLLECTION & SITE RECONNAISSANCE						
Topo Survey, Parcel Research, RW and Parcel Boundaries / Route Survey Plat (VS Engr)	2			\$31,600		\$31,830
Survey Upload and Terrain Modeling			8			\$480
Identify/Draw referencing and Control for Plans	1		4			\$355
Site Recon, Survey Review, Pictures, Invntry Misc Features	8	8	4		\$180	\$2,060
Geotechnical Investigation / Report (Earth Exploration)	4		1	\$12,250		\$12,770
EARLY COORDINATION						
Prepare Mapping, Pictures, Description and Early Agency Coord Letters	12				\$65	\$1,445
Conduct early coordination with local stakeholders incl. CBU	4					\$460
Prepare Early Coord Letter/Exhibit for Utilities	4					\$460
Reconcile Utility Data with Survey	4		2			\$580
ENVIRONMENTAL DOCUMENT						
Complete Section 106 Minor Project determination, Submit to INDOT	12					\$1,380
Red Flag Investigation, Prepare Report, Initial Submittal to INDOT	12					\$1,380
Environmental Coordination & Study Report (<i>assume CE Level 1</i>)	36					\$4,140
DESIGN TASKS						
Title / Index / Legend / General Notes Sheets	6		6		\$100	\$1,150
Typical Cross Sections and Pavement Design Coordination	6		8			\$1,170
Construction Details (Miscellaneous and drainage related)	4		4			\$700
Plat No. 1	4		4			\$700
Maintenance of Traffic and Erosion Control						
MOT Design and Notes - Phasing and Detours as needed	20		12			\$3,020
Erosion Control Design	4	8	4			\$1,420
Plan and Profiles						
Plan setup, sheet preparation	6		16			\$1,650
Trail Design / Layout	12		12			\$2,100
Alternatives Preparation/Exhibits/Analysis	6		6			\$1,050
Horizontal and Vertical Alignment Design / ADA Review	12		12			\$2,100
Ditch and slope grades	4		2			\$580
Detailed spot grades at ramps	6		2			\$810
Street Crossing areas Islands, crosswalks, modifications at public roads	4		4			\$700
Misc. Design incl. Bus stop shelters and pads	2		2			\$350
Planting & Landscaping Plans, incl coord with Urban Forester	6		2			\$810
Right of Way Design	3		1			\$405
Retaining Wall and Railing Design (VS Engineering) / Coord with HOA for Exist wall impacts/tie	10		4	\$31,600		\$32,990
Drainage Design						
Inventory/Inspect Existing Structures	2				\$65	\$295
Review Drainage Conditions for Crossing Needs	2					\$230
Pipe Layout and Profiles	4	3	4			\$970
Structure Data / Pipe Material Sheet	4		2			\$580
Sign and Pavement Marking Plans, Summary Tables for Signs and Markings	4		4			\$700
Miscellaneous Summary of Quantities	6		2			\$810
Summary Table for Pavement Quantities	4		2			\$580
Cross Sections	20		28			\$3,980
Full Sized Plan Sets printing and Shipping	4				\$500	\$960
DESIGN SUPPORT AND PERMITTING TASKS						
Lighting Coordination (VS Engineering)	2			\$3,700		\$3,930
Utility Coordination	16		2		\$65	\$2,025
Field Check / Utility Coordination Meeting (assumed combined meeting with other projects)	4		1		\$80	\$600
Coordinate and Track Utility Relocations and Reimbursable Agremeents	16		2			\$1,960
Special Provisions - Recurring and Unique	8					\$920
Project Kickoff Meeting (assumes combined with other projects)	3				\$20	\$365
Coordination and Review meetings with P&T (assume 2)	12		1		\$65	\$1,505
Meeting with CBU / Design Approval / Plan Sets in hardcopy for reviews	9		3		\$225	\$1,440
Coordinate with County or its representatives for bridge review	8	4	2		\$65	\$1,465
Stakeholder Meetings (assume 2)	12				\$130	\$1,510
Prep and Conduct Public Meeting (assume 1 meeting)	12		2		\$150	\$1,650
Prepare Report/Provisions and Submit for IDEM Rule 5 Erosion Control Permit	4	36	2		\$150	\$3,970
Perform Early Coordination with IDNR	2	6			\$150	\$920
Prepare Application for IDNR Construction in a Floodway Permit	1	34	2		\$300	\$3,595
Assemble Pay Item List and Quantities	3					\$345
Earthwork Computations	4		4			\$700
Cost Estimate in CES	4					\$460
Assembly Quantity Notes	4					\$460
Abbreviated Engineer's Report	4					\$460
Prepare All-Project Commitments Report / Coord with District	3					\$345
Prepare Contract Preparation Document Summary Worksheet, Include LPA in dates and damages	3					\$345
Prepare Quality Assurance Forms	2					\$230
Prepare Level One Criteria Checklist	2					\$230
Prepare Geotechnical Review Form	1					\$115
Prepare Utility Coordination Certification	2					\$230
Prepare Environmental Consultation Form	2					\$230
Prepare Traffic Control Plan Checklist	2					\$230
Prepare Stage 3 and Tracings Transmittal Letters	1					\$115
Prepare Railroad Certification	1					\$115
Obtain Right of Way Certification	1					\$115
Prepare Response to Stage 3 Comments as Annotated Stage 3 Markups	3					\$345
Assembly of ERMS Submittals to INDOT	6					\$690
Respond to INDOT Reviews/Resubmittal of Items	12		4			\$1,620
R/W ENGINEERING AND SERVICES (<i>Scope Based on Estimated 3 Parcels</i>)						
Title Searches - 20 year, T&E Reports and Updates (VS Engineering)	1			\$2,175		\$2,290
Prepare Plats and Legal Descriptions (VS Engineering)	2		1	\$8,100		\$8,390
Right of Way Staking (VS Engineering)	2		1	\$1,950		\$2,240
Appraisal Problem Analyses (VS Engineering)				\$675		\$675

PROJECT FEE ESTIMATE

for Bloomington Planning & Transportation Department

Bloomington Sidepath: Rogers Road

Des. No 1500382

3/13/2017

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Direct Expenses	Totals
Hourly Rate>	\$115	\$90	\$60	At Cost	At Cost	
Right of Way Management	2			\$ 900		\$1,130
Appraisal—First— This to be added later by supplement						\$0
Appraisal—Second (if needed)— This to be added later by supplement						\$0
Buying/Negotiation— This to be added later by supplement						\$0
Closing— This to be added later by supplement						\$0
BIDDING AND CONSTRUCTION SUPPORT TASKS						
Respond to Bidder Questions	4					\$460
Addendum Assistance	4		4			\$700
Preconstruction Meeting	8				\$90	\$1,010
Review Submittals / Shop Drawings	4					\$460
Respond to Field Questions / Change Requests / General Support to Construction	16		4		\$130	\$2,210
Participate in Walkthrough/Punchlist Preparation	6				\$65	\$755
PROJECT ADMINISTRATION AND MANAGEMENT TASKS						
Manage / Review Subconsultants	9					\$1,035
Prepare and Monitor Project Workplan	12					\$1,380
Status Reports / Qtrly Updates and Meetings	6					\$690
Project Accounting Setup and Control / Invoicing	3					\$345
Total Hours:	512	99	197			TOTAL
Fee by Classification:	\$58,880	\$8,910	\$11,820	\$ 92,950	\$2,595	\$175,155

EAGLE RIDGE

Civil Engineering Services, LLC



Breakdown by Task			Breakdown by Firm		
Survey and Mapping	\$	31,600	Eagle Ridge (VBE)	\$	82,205
Geotechnical Report	\$	12,250	VS Engineering, Inc. (MBE/DBE)	\$	80,700
Environmental Document	\$	8,345	Earth Exploration	\$	12,250
Path and Site Design	\$	54,155	Other R/W Service Firms:	\$	-
Structural Design	\$	31,600			
Permit Coordination	\$	8,485	TOTAL:	\$	175,155
Utility Coordination	\$	5,625	DBE Utilization:		46.07%
Lighting Coordination	\$	3,700			
Right of Way Engineering	\$	13,800			
Bidding and Construction Support	\$	5,595			
TOTAL:	\$	175,155			



7770 West New York Street
Indianapolis, IN 46214-2988
317-273-1690 (FAX) 317-273-2250

2204 Yankee Street
Niles, MI 49120
269-262-4320 or 574-233-6820
(FAX) 269-262-4479

February 15, 2017

Mr. Brock Ridgway, P.E.
Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, IN 46123

Re: Proposal for Professional Services
Geotechnical Evaluation
Rogers Road Sidepath Project
Bloomington, Indiana
EEI Proposal No. P1-17-131

Dear Brock:

Based on information provided by you in a request via electronic mail on February 7, 2017, we understand that sidewalks are planned to be reconstructed on the north side of Rogers Road from the east side of the bridge over Jackson Street to about 200 ft east of Winding Brook Circle for a total length of about ¼ mi. The trail is anticipated to include a Portland cement concrete section, and the profile grade is planned to generally follow the existing grade with the exception where retaining walls are proposed (i.e., east and west of Winding Brook Circle). In addition, an existing wingwall located on the west side of the bridge is planned to be extended.

Based on our experience in the area, the subsurface conditions are anticipated to consist of residual highly plastic clay underlain by rock at a relatively shallow depth. Given the conditions and risks associated with subgrade preparation, we understand that INDOT has requested an evaluation of the subgrade conditions anticipating traditional subgrade treatments and INDOT's standard sidewalk section to be included in the contract documents. Considering INDOT's current guidelines, we anticipate performing as many as seven test borings to a depth of 20 ft each and possibly hand auger soundings for the sidewalk and retaining walls. The soil samples will be transported to our laboratory for traditional index and strength testing in accordance with INDOT's expectations (e.g., Atterberg limit determinations, pH, grain size analysis, moisture content, soluble sulfate content and unconfined compression). Our services will be completed by preparation of a brief letter report that will include a summary of our field observations (i.e., via logs of test borings) and laboratory test results in addition to recommendations for preparation of the subgrade and design/construction recommendations for the retaining wall.

For the scope discussed above, we anticipate a not to exceed fee of \$12,250 in accordance with the unit rates in the attached Cost Estimate. We understand that two other projects may be performed concurrently with this project. If that is the case, the mobilization fees will be adjusted accordingly. We anticipate that the city will obtain any property owner access that is necessary. EEI will locate the borings from identifiable features and contact Indiana 811 for utility clearance.

Mr. Brock Ridgway, P.E.
Eagle Ridge Civil Engineering Services, LLC
Rogers Rd. Sidepath - Bloomington, IN

February 15, 2017
Page 2

Thank you for the opportunity. We look forward to providing our services on this project. Should you have any questions or if you require additional information, feel free to contact us. As authorization to proceed, please sign below and return via electronic mail.

Sincerely,

EARTH EXPLORATION, INC.



Richard D. Olson, P.E.
President

MSW

Enclosure: Cost Estimate

ACCEPTANCE OF EEI PROPOSAL NO. P1-17-131

Accepted by (Signature): _____

Name (Printed): _____

Representing: _____

Date: _____

Cost Estimate

Rogers Road Sidepath Project
Bloomington, Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$260.00	\$260.00
b. CPT	ea	\$440.00	
c. Field and utility coordination	1 LS	\$330.00	\$330.00
d. Field coordination with property owners			
i. 1 - 10	LS	\$300.00	
ii. 11 - 25	LS	\$500.00	
iii. Over 25	LS	\$690.00	
e. Mileage	120 mi	\$3.40	\$408.00
2. Truck mounted borings with split spoon sampling	ft	\$18.50	
3. Truck mounted borings with drilling fluid	ft	\$18.50	
4. Truck mounted core drilling	ft	\$38.00	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$36.40	
b. Bridge deck coring and restoration	ea	\$330.00	
6. Cone penetrometer testing			
a. Set up	ea	\$75.00	
b. Subsurface profiling	ft	\$11.90	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$91.00	
ii . Penetration	ft	\$14.20	
iii. Pore water dissipation test	hr	\$184.00	
iv. Hydraulic conductivity and consolidation	ea	\$70.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$15.23	
e. Sample	ea	\$22.00	
7. Hand or truck soundings	20 ft	\$11.60	\$232.00
8. Hand auger drilling	ft	\$12.00	
9. Skid mounted borings with split spoon sampling	140 ft	\$29.00	\$4,060.00
10. Skid mounted borings using drilling fluid	ft	\$29.00	
11. Skid mounted core drilling	ft	\$42.00	
12. Skid mounted boring through bedrock or boulders	ft	\$44.00	
13. Skid mounted soundings	ft	\$16.40	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$110.00	
b. Subsurface profiling	ft	\$17.30	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$108.00	
ii. Penetration	ft	\$20.00	
iii. Pore Water Dissipation Test	hr	\$216.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$83.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$23.50	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
e. Sample	ea	\$31.00	
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$5,600.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$140.00	
b. Non-navigable water barge set-up	ea	\$4,800.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,000.00	
b. Non-navigable water	ea	\$1,800.00	
18. Barge mounted borings with split spoon sampling	ft	\$32.00	
19. Barge mounted core drilling	ft	\$44.00	
20. Barge mounted boring through bedrock or boulders	ft	\$44.00	
21. Barge mounted soundings	ft	\$19.00	
22. Casing through water	ft	\$8.15	
23. Uncased sounding through water	ft	\$5.40	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	ea	\$40.00	
b. Rock core borings	ea	\$116.00	
25. Additional 2-in. split spoon sampling	14 ea	\$20.00	\$280.00
26. 3-in. split spoon samples	ea	\$22.00	
27. 3-in. Shelby tube samples	4 ea	\$60.00	\$240.00
28. Bag samples			
a. 25-lb sample	ea	\$50.00	
b. 5-lb sample	ea	\$32.00	
29. Field vane shear test	ea	\$110.00	
30. 4½-in. cased hole	ft	\$12.00	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation	ft	\$14.07	
b. Piezometer installation up to 25 ft below surface	ea	\$245.00	
c. Piezometer installation deeper than 25 ft below surface	ea	\$270.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$120.00	
32. Geotechnical engineer	8 hr	\$115.00	\$920.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	7 ea	\$20.00	\$140.00
b. PVC slotted pipe	ft	\$5.60	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	7 ea	\$80.00	\$560.00
ii . CPT	ea	\$45.00	
b. More than 30 ft			
i. SPT	ft	\$6.30	
ii . CPT	ea	\$1.88	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
c. Pavement restoration	ea	\$40.00	
36. Dozer rental		Actual Cost	
37. Traffic control			
a. Flag crew	day	\$700.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	day	\$800.00	
38. Centerline surveying		Actual Cost	
Subtotal (Geotechnical Field)			\$7,430.00

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	4 ea	\$48.00	\$192.00
40. Hydrometer analysis	4 ea	\$55.00	\$220.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$75.00	
b. Analysis by Using (AASHTO T-27)	ea	\$131.00	
42. Liquid limit	4 ea	\$33.00	\$132.00
43. Plastic limit & plasticity index	4 ea	\$24.00	\$96.00
44. Liquid Limit Ratio	ea	\$74.00	
45. pH test	4 ea	\$15.00	\$60.00
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$23.00	
b. Loss on Ignition Test (Sequential)	ea	\$51.00	
c. Organic content based on Clorimeter	ea	\$23.00	
47. Topsoil Tests			
a. Phosphorus tests	ea	\$20.00	
b. Potassium tests	ea	\$20.00	
48. Moisture Content Tests			
a. Moisture Content Test (Conventional)	56 ea	\$6.50	\$364.00
b. Moisture Content Test (Microwave)	ea	\$8.00	
49. Expansion Index of Soils	ea	\$230.00	
50. Specific Gravity Test	ea	\$35.00	
51. Unit weight determination	ea	\$17.00	
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$225.00	
b. Falling Head	ea	\$275.00	
53. a. Unconfined Compression Test	4 ea	\$44.00	\$176.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$110.00	
c. Point Load Strength Index of Rock	ea	\$42.00	
54. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$105.00	
b. Elastic Moduli of Intact Rock	ea	\$420.00	
55. Consolidation Test	ea	\$430.00	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$336.00	

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	b. Consolidated - Undrained (CU)	ea	\$500.00	
	c. Consolidated - Drained (CD)	ea	\$700.00	
	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$242.00	
57	Direct Shear Test	ea	\$520.00	
58	Moisture-Density Relationship Test			
	a. Standard Proctor	ea	\$135.00	
	b. Modified Proctor	ea	\$147.00	
59	Soil Support Testing			
	a. California Bearing Ratio Test	ea	\$515.00	
	b. Subgrade Resilient Modulus	ea	\$600.00	
60	Collapse Potential Evaluation Test			
	a. Silty Soil (Loess)	ea	\$370.00	
	b. Cohesive or Expansive Soils	ea	\$441.00	
61	Water Soluble Sulfate Test	2 ea	\$100.00	\$200.00
62	Water Soluble Chloride Test	ea	\$100.00	
63	Soil Resistivity Test	ea	\$131.00	
64	a. Slake Durability Index Test	ea	\$122.00	
	b. Jar Slake Test	ea	\$13.00	

Subtotal (Geotechnical Laboratory) \$1,440.00

GEOTECHNICAL ENGINEERING

65	Geotechnical profile and related work			
	a. Without soil subgrade drawings			
	First mile	LS	\$1,150.00	
	Each additional mile	mi	\$525.00	
	b. With soil subgrade drawings			
	First mile	LS	\$1,365.00	
	Each additional mile	mi	\$600.00	
	c. Soil subgrade drawings (only)			
	First mile	LS	\$350.00	
	Each additional mile	mi	\$220.00	
66	Geotechnical report			
	a. Without soil subgrade investigation			
	First mile	1 LS	\$1,660.00	\$1,660.00
	Each additional mile	mi	\$700.00	
	b. With soil subgrade investigation			
	First mile	LS	\$1,900.00	
	Each additional mile	mi	\$800.00	
	c. Soil subgrade investigation (only)			
	First mile	LS	\$600.00	
	Each additional mile	mi	\$360.00	
67	Settlement analysis and recommendations for embankment			
	a. Proposed embankment	ea	\$495.00	
	b. Proposed and existing embankment	ea	\$550.00	
68	Ground modification design	ea	\$1,450.00	
69	Slope stability analysis			

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. C, ∅ or C & ∅ analysis	ea	\$770.00	
b. Corrective measures	ea	\$770.00	
c. Stage construction corrective method	ea	\$1,340.00	
70 Bridge foundation analysis and recommendations			
a. Shallow foundation	ea	\$475.00	
b. Deep foundation			
i. Deep foundation analyses	ea	\$840.00	
ii. Wave equation analyses	ea	\$325.00	
iii. Liquefaction analysis	ea	\$260.00	
iv. Group - 3D analysis	ea	\$420.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$380.00	
ii. Embankment plus pier	ea	\$420.00	
iii. Embankment plus pier plus all other loads	ea	\$485.00	
d. Foundation on bedrock	ea	\$370.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	2 ea	\$860.00	\$1,720.00
ii. Deep foundation	ea	\$1,130.00	
iii. Settlement analysis for retaining wall foundation	ea	\$370.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,000.00	
ii. Retaining structure with tie-back system	ea	\$1,450.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,025.00	
ii. Retaining structure with tie-back system	ea	\$1,470.00	
d. Soil nailing wall analysis	ea	\$990.00	
72 Seepage analysis	ea	\$1,400.00	
73 Deep dynamic compaction analysis	ea	\$1,400.00	
Subtotal (Geotechnical Engineering)			\$3,380.00

CONSTRUCTION INSPECTION AND MONITORING

74 Pressuremeter testing services	day	\$1,600.00	
75 Mobilization of testing equipment	LS	\$160.00	
76 a. Monitoring geotechnical instrumentation	hr	\$75.00	
b. Field Inspector	hr	\$75.00	
77 Integrity testing		Actual Cost	
78 Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$75.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$75.00	
79 Dynamic pile analysis	ea	\$1,025.00	
80 Static load test	ea	\$1,025.00	
81 Dynamic pile load test		Actual Cost	
82 CAPWAP-C analysis	ea	\$480.00	
83 Final construction inspection report	ea	\$925.00	

Subtotal (Construction Inspection and Monitoring)

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>			
84 a. Surface test/Pier or foundation		Actual Cost	
b. Borehole test/Pier or foundation		Actual Cost	
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations		Actual Cost	
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86 Project Management			
a. Project Coordination	mi	\$1,620.00	
b. Project Website	LS	\$3,420.00	
87 Geotechnical Review			
a. Structure Report	ea	\$325.00	
b. Roadway Report	mi	\$275.00	
Subtotal (Non-Destructive, Geophysical and Project Management)			
<u>PAVEMENT INVESTIGATION</u>			
1. Mobilization of coring equipment	LS	\$200.00	
2. Mobilization mileage for coring equipment	mi	\$1.85	
3. Pavement core (partial depth)	ea	\$125.00	
4. Pavement core (full depth)	ea	\$190.00	
5. Sub-base sample	ea	\$60.00	
6. Cement concrete pavement core density determination	ea	\$33.00	
7. Cement concrete core compressive strength test	ea	\$31.50	
8. Bituminous extraction test	ea	\$84.00	
9. Sieve analysis of extracted aggregate test	ea	\$56.00	
10. Recovery of asphalt from solution by Abson method	ea	\$350.00	
11. Theoretical maximum specific gravity test	ea	\$70.00	
12. Bulk specific gravity test	ea	\$30.00	
13. Air voids calculation	ea	\$28.00	
14. Core report for partial depth core	ea	\$34.00	
15. Core report for full depth core	ea	\$42.00	
16. Pavement analysis and report	ea	\$770.00	
Subtotal (Pavement Investigation)			
<u>Summary of Fees</u>			
Geotechnical Field		\$7,430.00	
Geotechnical Laboratory		\$1,440.00	
Geotechnical Engineering		\$3,380.00	
Construction Inspection and Monitoring			
Non-Destructive, Geophysical and Project Management			
Pavement Investigation			
Geotechnical Total		\$12,250.00	
Pavement Design			
Estimated Total		\$12,250.00	



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

SCOPE OF SERVICES

Date of Proposal: February 16, 2017

Project Description: Bloomington Sidepaths – Rogers Road
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified in the attached Fee Justification (see Attachment No. 2.)

Field Surveying Services

BASIC SERVICES

A. VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. VS shall prepare and record a Location Control Route Survey. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and
3. Survey Manual

B. Electronic files including the following shall be prepared and submitted by VS as directed by client:

1. Finished plan view of topographic survey in AutoCAD Civil 3D .dwg
2. 1-foot contours in AutoCAD Civil 3D .dwg format
3. TIN used to create contours as derived from .xml format and AutoCAD Civil 3D .dwg format
4. Electronic points file in .txt format.
5. Location Control Route Survey Plat in .pdf format.
6. Survey Book in .pdf format.

- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the Location Control Route Survey and the survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Limits (See Attachment No. 1)

Rogers Road

Beginning at a point 200 feet west of the Rogers Road bridge over Jackson Creek survey south and east 1,325 feet to a point 420 feet east of the centerline of Winding Brook Circle. The width of survey will be from the south edge of pavement to 50 feet beyond the north edge of pavement except in the following area;

- Beginning at a point 220 feet west of the centerline of Winding Brook Circle extending east 365 feet to a point 145 feet east of the centerline of Winding Brook Circle the width of survey will extend 75 beyond the north edge of pavement

Jackson Creek

Beginning at a point 100 feet north of the centerline of Rogers Road bridge over Jackson Creek survey south 200 feet to a point 100 feet south of the centerline of Rogers Road bridge over Jackson Creek. The width of survey will be 10 feet beyond the east and west most top of bank.

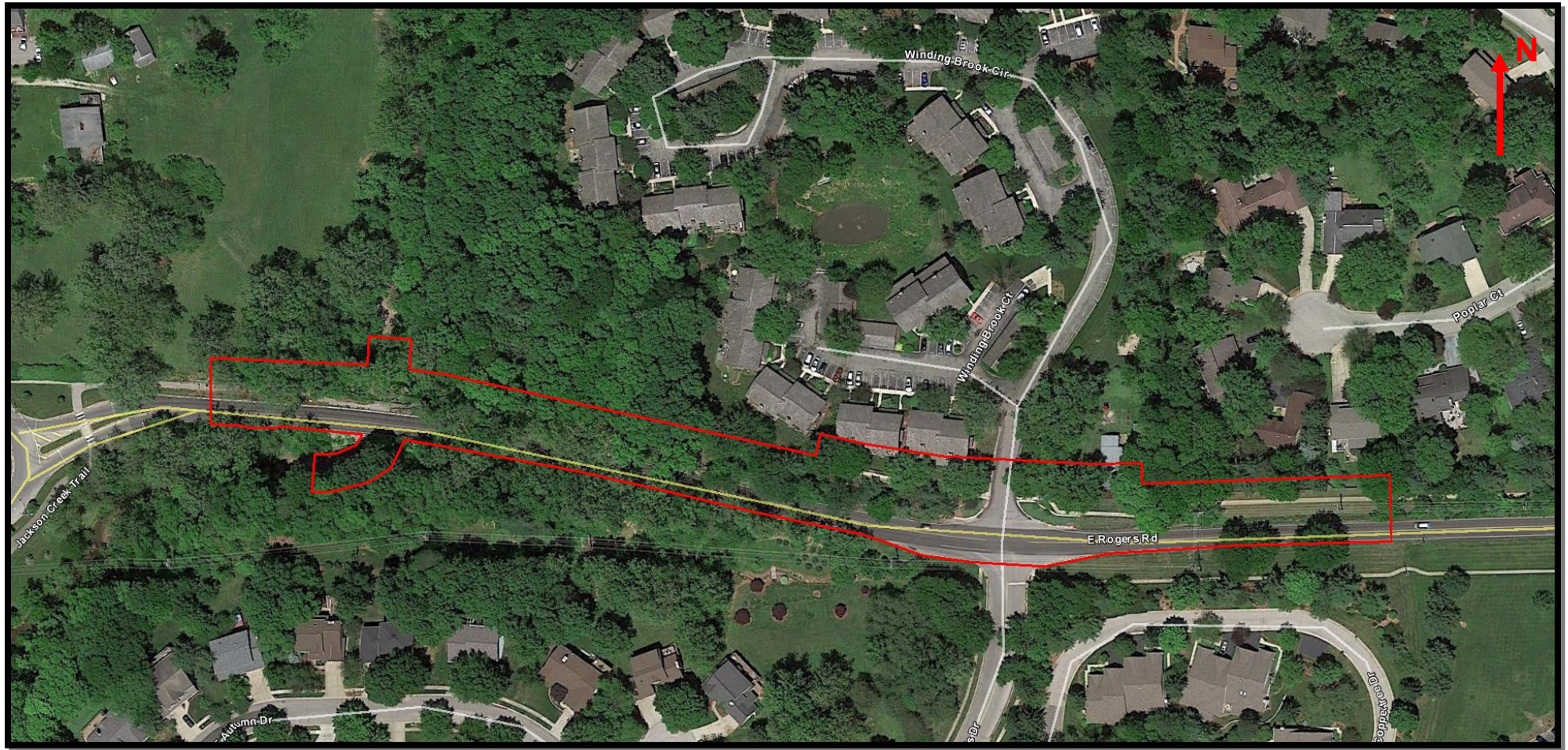
Total survey includes approximately 1,325 lineal feet of roadway and 200 feet of creek cross sections.

- D. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. VS shall provide a listing of all property information, deeds, plats, and maps.
- E. Send out survey notices together to all property owners within the project area. All survey notices and questionnaires shall be approved by The City of Bloomington prior to distribution.
- F. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Monroe County Zone of the Indiana Geospatial Coordinate System will be used.
- G. Reference horizontal control and include references in the Location Control Route Survey Plat
- H. Establish on-site elevation using NGS, DNR, Monroe County Surveyor's benchmarks, or the Online Positioning User Service (OPUS). Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.

- I. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.
- J. Re-establish existing roadway alignments from plans for previous projects.
- K. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.
- L. Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). VS shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, VS shall provide a listing of all utilities and all information available for that utility including address and telephone number.
- M. Perform design survey in sufficient detail to obtain topographic data, buildings and/or building corners even if further than 50 feet outside of the project limits but no more than 100 feet, walls, walks, signs, vaults, and natural and man made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size, except in heavily wooded areas.
- N. Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- O. Indicate spot elevations at all breaks in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- P. Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using Civil 3D and shall submit in electronic format. VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.
- Q. Specific project site needs:
 - Creek cross sections on Jackson Creek at the Rogers Road bridge
 - High survey detail of the existing retaining walls in the northeast and northwest quadrants of the intersection of Rogers Road and Winding Brook Circle
- R. Prepare and record a Location Control Route Survey Plat depicting existing alignments and right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

P:\Management\Survey\Proposals\2017\Eagle Ridge Civil Eng\Bloomington Trails Project\Rogers Road\Bloomington
Sidepaths Rogers - Survey Scope.doc

Attachment No. 1



Bloomington Sidepaths – Rogers Road

 **Mainline Survey**

**PROJECT: Bloomington Sidepaths - Rogers Road
Bloomington, IN**

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	2	1		
Subdivision Plats			1	
Owners Names and Addresses			1	
Mailings			1	
Deeds			2	
Section Corner Ties			1	
Plans			1	
Surveys		1		
Utility Coordination				
Locate Tickets			1	
Follow - Up Verification		1		
Vertical Control				
Bench Level Circuit	2	16	16	
Horizontal Control				
Main Line Traverse	2	8	8	
Section Corner & Alignment Recon		4	4	
Property Corner Reconnaissance		6	6	
Topography / Elevations				
Mainline	4	32	32	
Creek X-sections		12	12	
Structures & Misc. Details		4	4	
Route Survey & Field Book Preparation				
Alignment Calculation	4		6	
Property Line Determination			6	
Topography (CAD Drawing)	4		12	
Set Alignment and Reference		8	8	
Field Check		6	6	
Route Survey	4		8	
Field Book	4		8	
Travel				
Travel Time		45	45	
Total Hours	26	144	189	359
Average Weighted Hourly Rate	\$ 133.43	\$ 94.94	\$ 70.04	
Total Salary Cost	\$ 3,469.18	\$ 13,671.36	\$ 13,237.56	\$ 30,378.10
Direct Cost (See below)				\$ 1,298.00
Total				\$ 31,676.10
Engineering Survey Fee				\$ 31,600.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel Mileage	\$0.38/mile	2100	\$ 798.00
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Reproductions/Copies/Materials/Postage	LS	1	\$ 500.00
TOTAL			\$ 1,298.00



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

SCOPE OF SERVICES

Date of Proposal: February 24, 2017

Project Description: Bloomington Sidepaths – Rogers Road
Structural Engineering Design & Detail Proposal

VS Engineering, Inc. (VS) shall provide structural engineering services and practical design solutions for an efficient and seamless construction.

Structural Engineering Services

Results/Deliverables

VS Engineering Inc. will provide structural contract plans and documentation inherent to the construction of structural elements for the Bloomington Trails project:

- Draft Design Plans
- Final Design Plans Stamped by a Professional Engineer
- Quantity Calculations
- Cost Estimate
- Quality Assurance Form
- Special Provisions

Activities

VS Engineering will develop the Final Contract Documents for the City of Bloomington. Designs will in accordance with AASHTO Load and Resistance Factored Design, 2012. Activities are as follows:

- Preparation of Preliminary & Final Structural Plans
 - Removal Details
 - Wingwall Extension/Rehabilitation
 - Railing Design & Details
 - East Retaining Wall
 - West Retaining Wall
 - Miscellaneous Details/Quantity Tables
- Preparation of other Submission Documents
 - Quantity Calculations
 - QA Review
 - Cost Estimates
 - Special Provisions



VS ENGINEERING, INC.
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BRIDGE DESIGN AND PLANS

MAN-HOUR JUSTIFICATION Bloomington Trails Structural Design Proposal Bloomington, IN

DESCRIPTION	Project Manager II	Project Manager I	Engineer I	CAD Technician II	CAD Technician I	Total
FIELD INSPECTION & SITE VISIT						
Conduct Field Visit	4	0	0	0	0	4
STRUCTURAL DESIGN						
Wingwall Extension Design/Rehabilitation	2	0	16	0	0	18
Pedestrian Railing Design	0	2	16	0	0	18
East Retaining Wall (Internal Stability & Strength)	0	3	24	0	0	27
West Retaining Wall (Internal Stability & Strength)	0	3	24	0	0	27
Quantity Calculations & Cost Estimate	1	2	8	0	0	11
Structural Special Provisions	1	4	0	0	0	5
Miscellaneous Details	0	0	2	0	0	2
Coordination - Bridge Impacts/Aesthetic Retaining Wall	8	0	4	0	0	12
STRUCTURAL DETAILS						
Wingwall Extension & Removal Details	0	0	0	16	0	16
East Retaining Wall (Stem & Footing)	0	0	0	48	0	48
West Retaining Wall (Stem & Footing)	0	0	0	48	0	48
Railing Details	0	0	0	16	0	16
Miscellaneous Details	0	0	0	24	0	24
CONSTRUCTION PHASE SERVICES						
Construction Observation (2 Trips)	0	8	0	0	0	8
Response to RFI's, Shop Drawing Review	0	24	0	0	0	24
TOTAL HOURS	16	46	94	152	0	308
HOURLY RATE	\$200.73	\$142.38	\$86.87	\$89.53	\$70.38	
DIRECT SALARY COST	\$3,211.68	\$6,549.48	\$8,165.78	\$13,608.56	\$0.00	\$31,535.50

OTHER DIRECT COSTS

UNIT COST

UNIT

QUANTITY

COST

Travel - Field Inspection Phase (1 Trips @ 120 miles)

\$0.44

Mile

120

\$52.80

Travel - Constr. Observation Phase (2 Trips @ 120 miles)

\$0.44

Mile

240

\$105.60

TOTAL of OTHER DIRECT COSTS

\$158.40

TOTAL

\$31,693.90

LUMP SUM FEE TOTAL TO USE

\$ 31,600.00

Intersection Lighting Design/Review Services

Anticipated Work Elements for Intersection Lighting

Project Description:

The proposed multi-use path project along East Rogers Road begins 500 ft. east of High Street and ends at 200 ft. east of The Stand Drive/Winding Brook Circle. The total project length will be approximately 880 linear feet. The lighting design service is requiring for the Rogers Road and The Stand Drive at-grade intersection. This project is a federally funded and INDOT oversight anticipated. The conventional light poles and luminaries are proposed on this project by the City of Bloomington

Intent of Scope-of-work:

The intent of this scope-of-work for the VS Engineering, Inc. (VSE) is as follows:

1. Meet City officials and obtain Duke information, lighting needs, existing roadway and lighting related information
2. Obtain and review preliminary design plans for the multi-use path in-conjunction with intersection lighting. Review, prepare, and set-up the field investigation
3. Conduct field investigation with the City and Duke to determine the existing light standard condition, Service point location, and possible conflicts due to proposed multi-use path at the specified intersections
4. Identify the location of additional and/or relocation of light standard. Provide design data to Duke to provide design, cost estimates and work order
5. Review lighting design plans and computations as prepared by the Duke per design data and City's needs. Provide review comments and re-review as needed
6. Coordinate with City and Duke for City to enter Service agreements for installation and maintenance of additional lighting by Duke
7. Obtain and review lighting installation schedule from Duke with begin and end construction
8. Field visit (2 max.) to track Duke's progress on lighting installation to ensure that installation completed before the multi-use path project let

Assumption: Duke owns the existing facilities at the specified location and will perform the lighting illumination design with computations and specifications per City's need. Duke will install light standards, circuits, service point. The Duke services will be paid by City under a standard agreement

Des No: 1500384

Project: East Rogers Road from High Street to The Stand Drive/Winding Brook Circle, City of Bloomington, IN

Nos. of Intersections: 1 Each

**MANHOURS AND FEE JUSTIFICATION
INTERSECTION LIGHTING COORDINATION SERVICES**

DESCRIPTION	MANHOURS CLASSIFICATION				
	Project Manager II	Project Manager I	Engineer III	CAD Tech. II	TOTAL HOURS
Meet City officials and obtain Duke information, lighting needs, existing roadway and lighting related information	1	1			2
Obtain and review preliminary design plans for the multi-use path in-conjunction with intersection lighting. Review, prepare, and set-up the field investigation	1	1	2		4
Conduct field investigation with the City and Duke to determine the existing light standard condition, Service point location, and possible conflicts due to proposed multi-use path at the specified intersections		2	2		4
Identify the location of additional and/or relocation of light standard. Provide design data to Duke to provide design, cost estimates and work order		1	2		3
Review lighting design plans and computations as prepared by the Duke per design data and City's needs. Provide review comments and re-review as needed	1	1	3		5
Coordinate with City and Duke for City to enter Service agreements for installation and maintenance of additional lighting by Duke	1	4			5
Obtain and review lighting installation schedule from Duke with begin and end construction			1		1
Field visit (1 max.) to track Duke's progress on lighting installation to ensure that installation completed before the multi-use path project let			2		2
TOTAL HOURS	4	10	12	0	26
AVERAGE WEIGHTED HOURLY RATE	\$219.09	\$151.69	\$113.25	\$89.01	
DIRECT SALARY COST	\$876.36	\$1,516.90	\$1,359.00	\$0.00	\$3,752.26
OTHER DIRECT COST	<div> <div>UNIT COST</div> <div>MILES</div> <div>COST</div> </div>				
Travel (2 Trip to City and 4 Trip on Site)	<div> <div>\$0.50</div> <div>30.00</div> <div>\$15.00</div> </div>				
LIGHTING COORDINATION FEE TOTAL					\$3,767.26
LUMP SUM FEE TOTAL - LIGHTING COORDINATION					\$3,700.00



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT PROPOSAL

Page 1 of 2

Date of Proposal: February 16, 2017

Project Description: Bloomington Sidepaths – Rogers Road
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide 12.2 Title Research and 11.1 Right-of-way Plan Development services for the above referenced project (See Attachment No. 1) for the fees defined below.

Services to be provided by VS are limited to the following:

Title Research Services

- A. Conduct 20 year search of chain of title and prepare T&E Reports in accordance with the INDOT 12.2 Classification Requirements.
- B. Prepare Title Updates for T&E Reports in accordance with the INDOT 12.2 Classification Requirements.

Right-of-way Plan Development Services

- A. Prepare final right-of-way plans, legal descriptions, right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way, and maintain LRS in accordance with the INDOT 11.1 Classification Requirements, INDOT Right-of-way Engineering Procedure Manual, and 865 I.A.C. 1-12.

Right-of-way Staking

- A. Stake the proposed Right-of-way at all Design Bend Points and at Property Lines with a 12 inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

Additional work or, variance from the above services set can be addressed via an addendum to this proposal.

Information and Services to be Furnished to VS:

- A. One (1) full size .pdf set of Design R/W Plans including (*a minimum of*) the Title Sheet, Index Sheet, Recorded Location Control Route Survey Plat, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets.
- B. Electronic files of Design R/W Plans including (*a minimum of*) the Title Sheet, Index Sheet, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets in AutoCAD .dwg or .dxf format.



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

Bloomington Sidepaths – Rogers Road

Page 2 of 2

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT SERVICES:

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
T&E Reports (Permanent Taking)	\$475.00	Per each State Tax Id. Number Researched
T&E Reports (Temporary Taking)	\$275.00	Per each State Tax Id. Number Researched
Title Updates	\$250.00	Per each State Tax Id. Number Researched
Right-of-way Engineering (Permanent)	\$2,700.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Perm.)	\$2,475.00*	Any Additional Parcel of the Same Owner
Right-of-way Engineering (Temporary)	\$2,450.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Temp.)	\$2,250.00*	Any Additional Parcel of the Same Owner
Additional Description (Perm. or Temp.)	\$700.00**	Additional Legal Description(s)
Right-of-way Staking***	\$650.00	Owner(s) Initial Parcel
Addn. Right-of-way Staking***	\$450.00*	Any Additional Parcel of the Same Owner
Eliminate Parcel Due to No Take	\$675.00	Eliminate Parcel Once Created in LRS
Revision to Any Parcel	\$1,350.00	Revision Due to Design Change or Owner Change

* Initial parcel of the owner(s) land will be invoiced per the defined initial unit fee. Any additional parcels (adjoining or not adjoining having a different Tax Id. Number than that of the owner(s) initial parcel) of the same owner(s) will be invoiced per the additional parcel fee on a per each basis.

** Fees are based upon the preparation of (1) Permanent or (1) Temporary legal description per State Tax Id. Number. Any additional description required which result in multiple descriptions within the State Tax Id. Number will be invoiced per the additional description fee on a per each basis.

*** Right-of-way Staking for utilities will be invoiced at the same rate as defined for RW Plan Development and will be invoiced on a per each basis for as many times as staking and re-staking occurs.

ESTIMATED FEE (3 Parcels (Owners) – 3 State Tax Ids.):

(Total fee to be increased or decreased upon determination of exact number of tax ids. and parcels)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>
T&E Reports (Permanent)	\$475.00	3	\$1,425.00
Title Updates	\$250.00	3	\$750.00
R/W Engineering (Permanent)	\$2,700.00	3	\$8,100.00
R/W Staking	\$650.00	3	\$1,950.00
TOTAL			\$12,225.00



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

SCOPE OF SERVICES

Date: February 15, 2017

Project Description: Bloomington Sidepaths – Rogers Road
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified below.

Right of Way Management Services

BASIC SERVICES

- A. VS shall include all processes, procedures, observations, data entry into LRS and management of all services needed to complete the right of way management required for each identified parcel.

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
Right of Way Management	\$300.00*	Per each identified parcel

*This rate has been deduced from the current INDOT Real Estate Services Fee Schedule for the current task at hand. Not included in this rate are 12.3 Waiver Valuation, 12.4 Appraisal, 12.5 Reviews, 12.6 Negotiations and 12.7 Closing. Per our current scope these services will be supplemented at a later date.

Appraisal Services

BASIC SERVICES

- B. VS shall include all processes, procedures and observations to complete an APA per scope of work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual including and not limited to current photo of the subject property and approximate area of taking (3.5 x 5" minimum photo size), aerial of the site, engineer's parcel plat, area computation sheet, estimated setback of improvements on damaged properties, electronic copies of reports, Notice of Owner Letter, one original report and 2 copies for each identified parcel.

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
Appraisal Problem Analysis (APA)	\$225.00*	Per each identified parcel

*This rate has been deduced from the current INDOT Real Estate Services Fee Schedule for the current task at hand. Not included in this rate are 12.3 Waiver Valuation, 12.4 Appraisal,



VS ENGINEERING, INC.

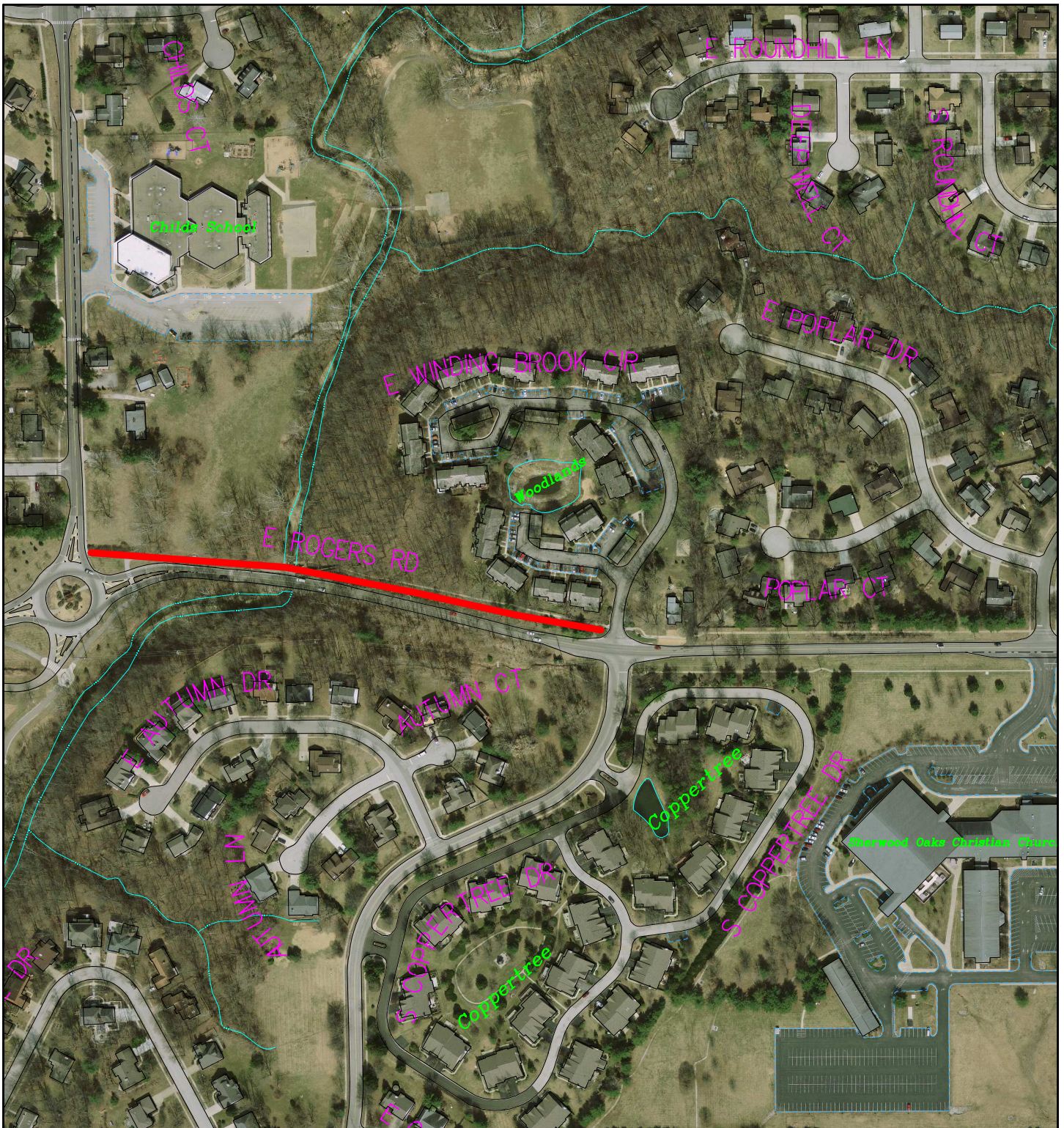
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12.5 Reviews, 12.6 Negotiations and 12.7 Closing. Per our current scope these services will be supplemented at a later date.

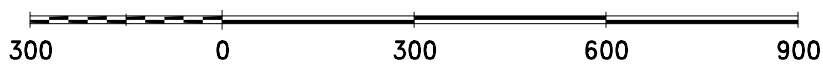
ESTIMATED TOTAL FEE:

(Total fee to be increased or decreased upon determination of exact number of parcels)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>
Right of Way Management	\$300.00	3	\$900.00
Appraisal Problem Analysis	\$225.00	3	\$675.00
		TOTAL	\$1,575.00



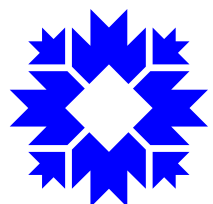
By: smithc
10 Nov 16



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 300'



Board of Public Works Staff Report

Project/Event: Approval of the Preliminary Engineering Services Contract with Eagle Ridge Civil Engineering Services, LLC for the E Winslow Rd Multiuse Path Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 03/21/2017

Report: This contract includes design services necessary to construct a multiuse path along the north side of Winslow Road from Henderson Street to Highland Avenue. The project is in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) for preliminary engineering with \$120,000 available in reimbursable federal funding. Federal funding for construction in 2020 has been requested, but the MPO has not finalized the allocation of funds for that year.

Eagle Ridge Civil Engineering Services, LLC was selected to perform this work from ten engineering firms that responded to a standard INDOT Request for Proposals (RFP). The total contract amount is \$187,965.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Services Contract with Eagle Ridge Civil Engineering Services, LLC for the E Winslow Rd Multiuse Path Project.

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

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

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

LPA - CONSULTING CONTRACT

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

Des. No.: **1500383**

Project Description:

East Winslow Avenue Multi-Use Path from Henderson Street to 100' east of Highland Avenue

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 30, 2020. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 187,965.00.**

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Neil Kopper, P.E.
Project Manager
City of Bloomington
Department of Planning & Transportation
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Brock Ridgway, P.E.
Managing Member
Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, IN 46123

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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

CONSULTANT**LOCAL PUBLIC AGENCY**

 Signature

 Brock Ridgway, P.E.
 Managing Member

 (Print or type name and title)

 Signature

 (Print or type name and title)

 Signature

 (Print or type name and title)

 Signature

 (Print or type name and title)

Attest:

 Signature

 (Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

GENERAL

In fulfillment of this Contract, the CONSULTANT shall comply with the applicable requirements of the Indiana Department of Transportation and Federal Highway Administration. The following scope of services describes the tasks and assumptions that apply to the work of CONSULTANT to complete the design of:

*Des. No. 1500383; East Winslow Avenue Multi-Use Path:
from Henderson Street to 100' east of Highland Avenue*

The project includes services for preliminary engineering, environmental study, design, plans and special provisions, cost estimating, permit and utility coordination, right of way services, and construction support typical for a project that is to be submitted to INDOT for review and is to be constructed using federal funds. Tasks to be performed by Eagle Ridge are identified by bullets (◆), the responsibilities of LPA are designated by statements beginning with "LPA". *Assumptions and special conditions are written in italics.*

SCOPE OF SERVICES

The work elements are grouped into the following phases:

- Preliminary Engineering Tasks
- Design Tasks
- Design Support and Permitting Tasks
- Right of Way Engineering and Acquisition Services
- Bidding and Construction Support Tasks
- Project Administration and Management Tasks

PRELIMINARY ENGINEERING TASKS

Route / Topographic Survey and Mapping

- ◆ Prepare and mail or deliver a survey notice to property owners and residents prior to performing survey. Survey Notice to be per INDOT standards.
- ◆ Contact Indiana Underground for locates.
- ◆ Conduct a topographic route survey in accordance with INDOT requirements.
- ◆ Complete topographic mapping and digital terrain model.
- ◆ Establish control points to be used for construction grade and location control and put in the mapping. Provide reference point, alignment notes, and benchmark data.
- ◆ Provide traffic control as necessary to complete survey work in accordance with accepted standards, and as approved by LPA.
- ◆ [Request from LPA or other consultants the construction plans for project\(s\) adjacent to this one.](#)

R/W and Property Research and Mapping

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Place parcel, property and right of way data on the mapping, including located monuments or corners and apparent or verified property boundaries, and recorded easements. Show adjacent property owners on the plans.
- ◆ Reestablish the roadway centerline from previous records, or establish one following accepted procedures.
- ◆ Prepare and Record a Route Survey Plat.

Site Reconnaissance

- ◆ Conduct site walkthrough of the project. Review the mapping provided by the surveyor.
- ◆ Compile a photographic record of the project site to assist in the design effort.
- ◆ Inventory Signs and other miscellaneous features that may be impacted by the project.
- ◆ Review existing drainage patterns.
- ◆ Update existing condition mapping as needed

Geotechnical Investigations

- ◆ Conduct coordination and permitting activities as necessary to gain City approval to conduct geotechnical investigations. Provide traffic control as needed. Coordinate with utility locator services prior to operations. Determine the locations for borings based on utility markings and a review of site conditions.
- ◆ Conduct geotechnical investigations to identify potential problems with existing in-situ soils. Sample soil in accordance with INDOT requirements.
- ◆ Conduct Rock Probes in the vicinity of anticipated retaining walls and cut areas to identify where rock excavation should be anticipated.
- ◆ Restore site to previous condition including grouting holes and reseeding or patching pavements per City requirements.
- ◆ Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing locations of borings and cores. Place sampling locations in the mapping.
- ◆ Submit report to INDOT's Division of Materials and Tests for approval. Revise and resubmit report if necessary.

Early Coordination

- ◆ Prepare an Early Coordination Letter for agencies as they appear in INDOT's Procedural Manual for Preparing Environmental Studies.
- ◆ Request local stakeholder comments for the project. Contacts expected include elected officials, Parks Department, City Forester, Bike/Ped Commission, City Transit, HAND, and others as directed by LPA.
- ◆ Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water

problems. Request information on existing facilities and if any are notably shallow or sensitive.

- ◆ Contact City ITS for information on desired fiber optic conduits in project area.

Utility Coordination

- ◆ Coordinate with private utilities including gas, electric, and telecommunications companies.
- ◆ In an early coordination letter, request utility information including mapping and notification of utility upgrade work that is planned.
- ◆ Compare utility-provided information with survey data.
- ◆ Make recommendation of where Subsurface Utility Engineering should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time, and it is not deemed likely to be needed.*

Environmental Study

- ◆ Prepare a project waiver request to the INDOT Cultural Resources Section under the Section 106 Minor Projects Programmatic Agreement.
Based on a preliminary review, it is deemed very likely that the project will qualify for this waiver. Therefore, no services by a certified historian appear to be necessary, nor are any included in this proposal. It is also assumed that INDOT will not require any type of archaeological investigation or records check in association with this project.
- ◆ Complete a “red flag” records and mapping review and submit preliminary report to INDOT for approval.
- ◆ Prepare an Environmental Study in accordance with INDOT and FHWA requirements.
The level of effort is expected to fall within a Categorical Exclusion (CE) Level 2.
- ◆ Publish an Opportunity for a Hearing if required. *It is assumed that no formal Public Hearing will be required for this project.*
- ◆ Prepare Categorical Exclusion forms and appendices per the Indiana Categorical Exclusion Manual.
- ◆ Submit to INDOT for final approval of the Environmental Document. Revise and resubmit as needed.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Signature blocks, Project Title, Location Maps 1 sheet
 - General Notes and Legend, Sheet Index, Utility Contacts 1 sheet
 - Typical Cross Sections and Construction Details 1 sheet
 - Plat No. 1 1 sheet
 - Maintenance of Traffic / Erosion Control 6 sheets
 - Plan and Profiles 6 sheets
 - Planting/Landscaping Plan/Details 3 sheets
 - Sign and Pavement Marking Plans 3 sheets

○ Sign Summary Table	1 sheet
○ Miscellaneous Quantity Tables	1 sheet
○ Road/Pavement Summary of Quantities	1 sheet
○ Structure Data Table / Pipe Material Sheet	1 sheet
○ <u>Cross Sections on 50' intervals, and at approaches and culverts</u>	<u>27 sheets</u>
Estimated Total Sheets	53 Sheets

- ◆ Prepare plans on 24"x36" sheets using INDOT-standard plan borders.

Milestone Submittals

Submissions to the LPA are expected to include electronic files in PDF format and hardcopy. Scope includes printing and shipping of hard copies of plans where needed including for CBU and other utilities if required.

- ◆ If Design Exceptions are required, submit plans for INDOT review at the Stage 1.
- ◆ If requested by LPA or at Consultant's discretion, submit plans for INDOT review at Stage 2. Otherwise, only submit Stage 2 Plans to LPA for review at Stage 2. Stage 2 Plans are to be used as the Field Check plan set unless otherwise noted.
- ◆ Submit Stage 3 (95%) Plans to LPA and INDOT for review.
- ◆ Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate to LPA and INDOT for review and processing.

Title and Index Sheets

- ◆ Prepare a Title Sheet that includes the project title, INDOT and LPA designated numbers and descriptions, a project location map, and signature blocks.
- ◆ Prepare an Index Sheet with an index of plan sheets, a list of utility contacts, a legend of symbols and lines, and general notes.

Typical Cross Sections & Pavement Design

- ◆ Prepare Typical Cross Section details to describe the path construction. *It is assumed that this project will rely upon INDOT's standard path section and thus will be submitted for approval to INDOT for approval. No detailed pavement design computations are anticipated to be required.*

Construction Details

- ◆ Prepare details for utility trenching, patching, curbs, curb and gutter, and monolithic curb and sidewalk details as needed.
- ◆ Prepare details for railings to be used along the side of the path in areas with an obstruction or hazardous slope.

Maintenance of Traffic and Access - Coordination and Design

- ◆ Through coordination with LPA representatives, INDOT and other area stakeholders, determine maintenance of traffic plan for the project.

- ◆ Provide details or notes in plans. Project phasing, lane restrictions, adjacent road closures, and temporary signs will be presented on these plans. Provide detour maps and summary tables.

Erosion Control Design

- ◆ Show temporary erosion control measures on Maintenance of Traffic sheets to show phasing-dependent measures, as applicable.

Plan and Profile Sheets / Trail Design / Grading Plan / Landscaping Plans

- ◆ Set up Plan and Profile sheets.
- ◆ Where applicable, prepare conceptual level layouts for alternatives for review by LPA. *This project is expected to include option(s) for crossing Winslow Avenue at Piccadilly Street, Westminster Way, and Acadia Court. Also, various options for fitting the trail along the corridor shared with the open creek channel including adjusting roadway width, or placing the sidepath next to the road or north of the creek.*
- ◆ Design the paved trail in both horizontal and vertical alignments.
- ◆ Prepare ramp, path and sidewalk layouts at all crossings of public roads and drives.
- ◆ Design special crossings, islands, bus stop changes, and miscellaneous point features.
- ◆ Add spot grades where needed to clarify grading requirements, especially spot grading plans of all ramp areas per INDOT requirements.
- ◆ Prepare ditch grades as needed for clarity.
- ◆ Add plantings and restorations, including seeding to these plans. Show locations and species of required trees and other plantings for the project. Coordinate with Urban Forester for species selections.
- ◆ Prepare right of way design/layout on these sheets.

Retaining Wall and Railing Details

None is expected on this project.

Drainage Design

- ◆ Inspect site to existing structures to be connected, replaced, cleaned, etc.
- ◆ Review site for poorly draining areas and needs for cross pipes.
- ◆ Prepare pipe layouts and profiles.
- ◆ Prepare structure notes for the Plan and Profiles, and Structure Data tables.
- ◆ Prepare Pipe Material Table.
- ◆ Submit drainage design to CBU for review and approval.

Due to the nature of the project with minimal increase in impervious areas, no stormwater filtration devices are expected to be needed for this project.

Sign and Pavement Marking Design

- ◆ Prepare design of proposed permanent pavement markings, signs and sign relocations/resets IAW the Indiana Manual on Uniform Traffic Control Devices and AASHTO Bicycle Design Guide.
- ◆ Prepare a Sign Summary Sheet that lists new and existing signs.

Miscellaneous Summary of Quantities

- ◆ Provide tables of miscellaneous quantities to summarize work such as monuments, seeding, sidewalk, curbs and other non-paving work.

Road Summary of Quantities

- ◆ Provide table that summarize paving work on the project.

Cross Sections

- ◆ Provide Cross Sections at 50' intervals, at connecting paths and at crossing pipes.
- ◆ Show pavement treatments and earthwork quantities as appropriate.

DESIGN SUPPORT AND PERMITTING TASKS

Lighting Coordination

- ◆ Conduct site visit of proposed sidepath route to determine status of lighting conditions at each public road crossing location.
- ◆ Coordinate with Duke to hold a site meeting for these locations.
- ◆ Where additional lighting is needed, coordinate with Duke to determine best options for adding Duke-owned lighting to the sites. Ask Duke to prepare work orders and cost estimates as applicable.
- ◆ Review lighting plans prepared by Duke for satisfactory light levels.
- ◆ Coordinate with City and Duke for City to enter service agreements for installation and maintenance of additional lighting by Duke.
- ◆ Track Duke progress on lighting installation with intent to have lighting in place by project letting date.

This scope assumes design of lighting by Duke for facilities that would be owned by Duke, with the service paid by the City under a standard agreement.

Utility Coordination

- ◆ Minimize the impacts to utilities where possible while still meeting LPA's design goals.
- ◆ Send Utilities the Field Check Plans and invite them to a Field Check & Utility Coordination Meeting.
- ◆ Request verification of their facilities, and confirmation of suspected conflicts
- ◆ Coordinate with utilities to identify potential solutions to minimize impacts.
- ◆ If relocations are deemed needed, request relocation plans from Utilities.
- ◆ If Utilities make a claim they are reimbursable, request documentation of property

- interest and notify LPA of the claim. Request cost estimate for relocation.
 - ◆ Request relocation plans and work order documentation.
 - ◆ Review Utilities' relocation plans for consistency with road plans.
 - ◆ Submit relocation plans to LPA with recommendation.
 - ◆ Add relocation plans to the Plans as appropriate.
- LPA Approve relocation plans, enter any necessary reimbursable or non-reimbursable agreements, and issue notice to proceed to utilities.

Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) as much as possible for Materials, Construction Requirements, and Basis for Payment.
- ◆ Write unique Special Provisions for items not covered by INDOT or if LPA standards apply. Submit Unique Special Provisions to INDOT for review with Stage 3. Provide Special Provisions Menu and attachments as required by INDOT.

Project Meetings, Field Check, and Public Meeting

- ◆ Attend one design kickoff meeting with LPA upon notice to proceed to obtain guidance and updates from LPA on schedule, budget, design objectives and coordination needs.
- ◆ Attend up to two plan review and coordination meetings with LPA during the project.
- ◆ Attend up to 1 meeting with CBU to review drainage issues and design. Submit full-sized plan sets in hardcopy for reviews and 2 sets upon approval.
- ◆ Schedule, conduct and prepare minutes for a combined field check and Utility coordination meeting. Prepare minutes of meetings and distribute to attendees.
- ◆ Conduct meetings with other stakeholders (for example: businesses or homeowner's associations) as directed by LPA. *(Note that only two of these meetings are assumed.)* Prepare minutes of meetings and distribute to attendees if needed.
- ◆ Prepare and Conduct a Public Meeting. Prepare exhibits and a brief presentation for LPA review prior to the meeting. *A full public hearing is not expected to be required, though the opportunity for one may be advertised. A full Public Hearing would require an adjustment to this scope and fee proposal, and the LPA would likely wish to support this effort (collection of transcripts, etc. with their own resources to save money.*

LPA Plan, schedule and publish notices and invitations to public meetings.

LPA Assist in the planning and scheduling of stakeholder meetings.

Permitting

- ◆ Prepare Erosion Control Special Provision if needed.
- ◆ Complete an IDEM "Rule 5" Erosion Control Permit application and supporting documentation.
- ◆ Submit the Erosion Control Plan to Monroe County Soil and Water Conservation District for review.
- ◆ Publish Public Notice in Herald Times as required.
- ◆ Submit a Notice of Intent and Permit Fee to IDEM.

- ◆ Send Early Coordination to IDNR regarding permitting needs for the project. Review floodway mapping and available models. *It is anticipated that IDNR will be non-jurisdictional on this project, so no permit required.*
- ◆ [Prepare and application for a Regional General Permit under Section 401 with IDEM and Section 404 with the Corps of Engineers due to channel impact along the corridor.](#)

Quantity and Cost Estimates

- ◆ At field check plans, prepare a preliminary estimate based on the design information known, built around the major work items and using a contingency for smaller work for City planning purposes.
- ◆ Prepare Earthwork calculations.
- ◆ Show Earthwork notes on the plans and include totals in the project cost estimate. Include an Undistributed quantity of Common Excavation for Undercutting unsuitable materials that are found.
- ◆ Develop itemized list of pay items following the INDOT Standard Specifications.
- ◆ Prepare quantity estimates of features shown on plans. Show information where possible directly on the plan sheets in summary tables.
- ◆ Prepare cost estimates on INDOT website in the CES format.
- ◆ Prepare quantity notes in PDF explaining the computations of quantities on the project. Submit with Tracings.

INDOT-required Documentation and Certifications

- ◆ Prepare Abbreviated Engineer's Report per INDOT procedures.
- ◆ Prepare Commitments report.
- ◆ Prepare Contract Worksheet. Seek feedback from LPA prior to submittal to District.
- ◆ Prepare Quality Assurance Form
- ◆ Prepare Level 1 Criteria Checklist
- ◆ Prepare Geotechnical Review Certification
- ◆ Prepare Utility Certification
- ◆ Prepare Environmental Consultation Form
- ◆ Prepare Traffic Control Plan Checklist
- ◆ Prepare Transmittal Letters for Stage 3 and Tracings Submittals
- ◆ Obtain Railroad and Right of Way Certifications
- ◆ Prepare other forms as listed on current version of the INDOT Tracings Checklist

RIGHT OF WAY ENGINEERING AND ACQUISITION

- ◆ Prepare parcel Exhibit in the Form of a Plat No. 1 Sheet.
- ◆ Complete Title Search for each parcel needed.
- ◆ Prepare plat exhibits and legal descriptions showing locations and dimensions of needed permanent or temporary rights-of-way.
- ◆ Prepare Appraisal Problem Analyses for each parcel needed.
- ◆ Provide City Review set for approval of proposed right of way acquisitions.
- ◆ Stake parcels for needed right-of-way if requested.

Under this scope of work, the following tasks will need to be added by supplement once the City and INDOT have approved the proposed right of way:

- ◆ Conduct appraisals.
- ◆ Conduct review appraisals, where required.
- ◆ Obtain LPA and INDOT approval of parcel packets and appraisals.
- ◆ Conduct buying activities.
- ◆ Conduct closing activities.

BIDDING AND CONSTRUCTION SUPPORT TASKS

Bidding Phase

- ◆ Respond to questions from bidders if requested by INDOT.
- ◆ Prepare documentation for inclusion in an Addendum (by INDOT) if necessary.

INDOT Publish advertisement to bidders, receive, open and process bid packages.

Construction Phase

- ◆ Attend Preconstruction Meeting.
- ◆ Review shop drawing submittals from Contractor for Retaining Walls and Railings
- ◆ Respond to general questions about the design.
- ◆ Participate in identifying solutions in the event of unforeseen field conditions. *In the event of redesign due to unforeseen conditions, these would typically be added to the contract through a supplement, depending on the circumstances.*
- ◆ Participate in project walkthrough (punchlist preparation) inspection.

This scope does not include construction observation services, which are expected to be required by the INDOT as part of their typical federal-aid project requirements. This is expected to be contracted separately by the City.

PROJECT ADMINISTRATION AND MANAGEMENT TASKS

- ◆ Perform coordination and management tasks.
- ◆ Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process subconsultant invoices and other data.
- ◆ Develop Project Work Plan and maintain / revise as needed for life of the project.
- ◆ Prepare Progress Reports in format acceptable to LPA. Prepare the LPA's Quarterly Reports for the MPO and participate in quarterly meetings.
- ◆ Establish accounting controls with phased budget to monitor project performance.
- ◆ Prepare Invoices to LPA to include supporting documentation and cost records.

OTHER ASSUMPTIONS:

Environmental Hazards

The project area is not expected to have soil contamination or other environmental hazards. In the event that evidence or suspicion of contamination is found, additional services would be required to complete a Phase 1 or Phase 2 environmental review, and these services would need to be added to this agreement by supplement.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and LPA-specific requirements, if applicable.
2. Copies of all written or emailed comments or views pertinent to the design effort that are received directly by the LPA as a response to early coordination, stakeholder meetings, public meetings or public notices.
3. Copies of any decisions or positions expressed by City staff relating to the project, if such decisions or comments are deemed important by the LPA for consideration by the Consultant.
4. Any available plans of existing site, utilities, and other facilities owned, maintained or documented by the LPA on its property.
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
6. Provide a representative authorized to review the project documents and make decisions on behalf of the LPA.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed with Preliminary Engineering and Design	May 1, 2017	Assumes approval by the BOPW on 3/21/17, with INDOT approval to follow.
Survey and Mapping Complete Geotechnical Investigation complete	June 15, 2017	
Stage I Plans	August 15, 2017	<i>Not Applicable if no Level 1 Design Exceptions</i>
Field Check / Stage II Plans	November 2017	
Field Check and Utility Coordination Meeting	December 2017	
Public Meeting	January 2018	
Final Environmental Document Approval	February 2018	INDOT Review Required
Right of Way Acquisition	March 2018 – March 2019	
Stage III Plans	June 21, 2019	INDOT/LPA Review Required
Tracings (100%)	August 5, 2019	
Ready for Contracts	September 4, 2019	
INDOT Letting	November 14, 2019	
Construction	2020	

APPENDIX "D"

COMPENSATION TO CONSULTANT:

This project is to be conducted on a LumpSum basis with an agreed Maximum Cost of **\$187,965**

For budget and general progress tracking, the lumpsum will be split into the following subcategories:

Survey and Mapping:	\$ 30,300
Geotechnical Report	\$ 6,130
Environmental Document:	\$ 11,335
Path and Site Design:	\$ 65,695
Structural Design:	\$ 0
Permit Coordination:	\$ 7,990
Utility Coordination:	\$ 6,960
Lighting Coordination:	\$ 7,500
Right of Way Engineering:	\$ 46,000 (Estimated Max., charged per parcel)
Bidding and Construction Support:	\$ 6,055

For the purposes of the fee estimate or potential supplement calculation, the following rates shall apply:

Project Manager	\$115/hour
Civil Engineer	\$90/hour
CADD Technician:	\$60/hour
Direct Expenses	At Cost
Subconsultants	At Cost
Mileage Reimbursement	Current INDOT Rate

PROJECT FEE ESTIMATE

for Bloomington Planning & Transportation Department

Bloomington Sidepath: Winslow Avenue

Des. No 1500383

3/13/2017

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Direct Expenses	Totals
Hourly Rate>	\$115	\$90	\$60	At Cost	At Cost	
PRELIMINARY ENGINEERING						
DATA COLLECTION & SITE RECONNAISSANCE						
Topo Survey, Parcel Research, RW and Parcel Boundaries / Route Survey Plat (VS Engr)	2			\$30,300		\$30,530
Survey Upload and Terrain Modeling			10			\$600
Identify/Draw referencing and Control for Plans	1		4			\$355
Site Recon, Survey Review, Pictures, Invntry Misc Features	8	8	4		\$180	\$2,060
Geotechnical Investigation / Report (Earth Exploration)	4		1	\$6,130		\$6,650
EARLY COORDINATION						
Prepare Mapping, Pictures, Description and Early Agency Coord Letters	12				\$65	\$1,445
Conduct early coordination with local stakeholders incl. CBU	4					\$460
Prepare Early Coord Letter/Exhibit for Utilities	4					\$460
Reconcile Utility Data with Survey	6		2			\$810
ENVIRONMENTAL DOCUMENT						
Complete Section 106 Minor Project determination, Submit to INDOT	12					\$1,380
Red Flag Investigation, Prepare Report, Initial Submittal to INDOT	14					\$1,610
Environmental Coordination & Study Report (<i>assume CE Level 2</i>)	60					\$6,900
DESIGN TASKS						
Title / Index / Legend / General Notes Sheets	6		6		\$100	\$1,150
Typical Cross Sections and Pavement Design Coordination	6		8			\$1,170
Construction Details (Miscellaneous and drainage related)	4		4			\$700
Plat No. 1	6		6			\$1,050
Maintenance of Traffic and Erosion Control						
MOT Design and Notes - Phasing and Detours as needed	24		16			\$3,720
Erosion Control Design	6	16	6			\$2,490
Plan and Profiles						
Plan setup, sheet preparation	8		20			\$2,120
Trail Design / Layout	18		16			\$3,030
Alternatives Preparation/Exhibits/Analysis	12		10			\$1,980
Horizontal and Vertical Alignment Design / ADA Review	16		16			\$2,800
Ditch and slope grades	6		4			\$930
Detailed spot grades at ramps	8		3			\$1,100
Street Crossing areas Islands, crosswalks, modifications at public roads	8		6			\$1,280
Misc. Design incl. Bus stop shelters and pads	4		3			\$640
Planting & Landscaping Plans, incl coord with Urban Forester	8		4			\$1,160
Right of Way Design	5		2			\$695
Retaining Wall and Railing Design (VS Engineering) / Coord with HOA for Exist wall impacts/tie						\$0
Drainage Design						
Inventory/Inspect Existing Structures	6				\$65	\$755
Review Drainage Conditions for Crossing Needs	4					\$460
Pipe Layout and Profiles	8	6	6			\$1,820
Structure Data / Pipe Material Sheet	6		3			\$870
Sign and Pavement Marking Plans, Summary Tables for Signs and Markings	6		5			\$990
Miscellaneous Summary of Quantities	8		3			\$1,100
Summary Table for Pavement Quantities	5		2			\$695
Cross Sections	28		36			\$5,380
Full Sized Plan Sets printing and Shipping	4				\$600	\$1,060
DESIGN SUPPORT AND PERMITTING TASKS						
Lighting Coordination (VS Engineering)	2			\$7,500		\$7,730
Utility Coordination	20		4		\$130	\$2,670
Field Check / Utility Coordination Meeting (assumed combined meeting with other projects)	4		1		\$80	\$600
Coordinate and Track Utility Relocations and Reimbursable Agremeents	20		2			\$2,420
Special Provisions - Recurring and Unique	8					\$920
Project Kickoff Meeting (assumes combined with other projects)	3				\$20	\$365
Coordination and Review meetings with P&T (assume 2)	12		1		\$65	\$1,505
Meeting with CBU / Design Approval / Plan Sets in hardcopy for reviews	18		6		\$225	\$2,655
Coordinate with County or its representatives for bridge review						\$0
Stakeholder Meetings (assume 2)	12				\$130	\$1,510
Prep and Conduct Public Meeting (assume 1 meeting)	12		2		\$150	\$1,650
Prepare Report/Provisions and Submit for IDEM Rule 5 Erosion Control Permit	4	36	2		\$150	\$3,970
Perform Early Coordination with IDNR	2	6			\$150	\$920
Prepare Application for IDNR Construction in a Floodway Permit (Not anticipated to be required)						\$0
Prepare Application for Regional General Permit - IDEM 401 and ACOE 404	2	30	2		\$50	\$3,100
Assemble Pay Item List and Quantities	4					\$460
Earthwork Computations	6		6			\$1,050
Cost Estimate in CES	4					\$460
Assembly Quantity Notes	4					\$460
Abbreviated Engineer's Report	5					\$575
Prepare All-Project Commitments Report / Coord with District	5					\$575
Prepare Contract Preparation Document Summary Worksheet, Include LPA in dates and damages	3					\$345
Prepare Quality Assurance Forms	2					\$230
Prepare Level One Criteria Checklist	2					\$230
Prepare Geotechnical Review Form	1					\$115
Prepare Utility Coordination Certification	2					\$230
Prepare Environmental Consultation Form	2					\$230
Prepare Traffic Control Plan Checklist	2					\$230
Prepare Stage 3 and Tracings Transmittal Letters	1					\$115
Prepare Railroad Certification	1					\$115
Obtain Right of Way Certification	1					\$115
Prepare Response to Stage 3 Comments as Annotated Stage 3 Markups	4					\$460
Assembly of ERMS Submittals to INDOT	6					\$690
Respond to INDOT Reviews/Resubmittal of Items	16		6			\$2,200
R/W ENGINEERING AND SERVICES (<i>Scope Based on Estimated 10 Parcels</i>)						
Title Searches - 20 year, T&E Reports and Updates (VS Engineering)	1			\$7,250		\$7,365
Prepare Plats and Legal Descriptions (VS Engineering)	3		1	\$27,000		\$27,405
Right of Way Staking (VS Engineering)	2		1	\$6,500		\$6,790

PROJECT FEE ESTIMATE for Bloomington Planning & Transportation Department

Bloomington Sidepath: Winslow Avenue Des. No 1500383

3/13/2017

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Direct Expenses	Totals
Hourly Rate>	\$115	\$90	\$60	At Cost	At Cost	
Appraisal Problem Analyses (VS Engineering)				\$ 2,250		\$2,250
Right of Way Management	3			\$ 3,000		\$3,345
Appraisal – First This to be added later by supplement						\$0
Appraisal – Second (if needed) This to be added later by supplement						\$0
Buying/Negotiation – This to be added later by supplement						\$0
Closing – This to be added later by supplement						\$0
BIDDING AND CONSTRUCTION SUPPORT TASKS						
Respond to Bidder Questions	6					\$690
Addendum Assistance	4		4			\$700
Preconstruction Meeting	8				\$90	\$1,010
Review Submittals / Shop Drawings	4					\$460
Respond to Field Questions / Change Requests / General Support to Construction	18		4		\$130	\$2,440
Participate in Walkthrough/Punchlist Preparation	6				\$65	\$755
PROJECT ADMINISTRATION AND MANAGEMENT TASKS						
Manage / Review Subconsultants	9					\$1,035
Prepare and Monitor Project Workplan	12					\$1,380
Status Reports / Qtrly Updates and Meetings	6					\$690
Project Accounting Setup and Control / Invoicing	3					\$345
Total Hours:	622	102	248			TOTAL
Fee by Classification:	\$71,530	\$9,180	\$14,880	\$ 89,930	\$2,445	\$187,965

EAGLE RIDGE
Civil Engineering Services, LLC



Breakdown by Task		Breakdown by Firm	
Survey and Mapping	\$ 30,300	Eagle Ridge (VBE)	\$ 98,035
Geotechnical Report	\$ 6,130	VS Engineering, Inc. (MBE/DBE)	\$ 83,800
Environmental Document	\$ 11,335	Earth Exploration	\$ 6,130
Path and Site Design	\$ 65,695	Other R/W Service Firms:	\$ -
Structural Design	\$ -		
Permit Coordination	\$ 7,990	TOTAL:	\$ 187,965
Utility Coordination	\$ 6,960	DBE Utilization:	44.58%
Lighting Coordination	\$ 7,500		
Right of Way Engineering	\$ 46,000		
Bidding and Construction Support	\$ 6,055		
TOTAL:	\$ 187,965		



7770 West New York Street
Indianapolis, IN 46214-2988
317-273-1690 (FAX) 317-273-2250

2204 Yankee Street
Niles, MI 49120
269-262-4320 or 574-233-6820
(FAX) 269-262-4479

February 15, 2017

Mr. Brock Ridgway, P.E.
Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, IN 46123

Re: Proposal for Professional Services
Geotechnical Evaluation
Winslow Road Sidepath Project
Bloomington, Indiana
EEI Proposal No. P1-17-132

Dear Brock:

Based on information provided by you in a request via electronic mail on February 7, 2017, we understand that sidewalks are planned to be reconstructed on the north side of Winslow Road from Henderson Street to Highland Avenue for a total length of about ½ mi. The trail is anticipated to include a Portland cement concrete section, and the profile grade is planned to generally follow the existing grade (i.e., cut and fill at the profile generally less than 1 ft).

Based on our experience in the area, the subsurface conditions are anticipated to consist of residual highly plastic clay underlain by rock at a relatively shallow depth. Given the conditions and risks associated with subgrade preparation, we understand that INDOT has requested an evaluation of the subgrade conditions anticipating traditional subgrade treatments and INDOT's standard sidewalk section to be included in the contract documents. Considering INDOT's current guidelines, we anticipate performing as many as four test borings to a depth of 5 ft each and possibly hand auger soundings for the sidewalk. The soil samples will be transported to our laboratory for traditional index testing in accordance with INDOT's expectations (e.g., Atterberg limit determinations, pH, grain size analysis, moisture content, and soluble sulfate content). Our services will be completed by preparation of a brief letter report that will include a summary of our field observations (i.e., via logs of test borings) and laboratory test results in addition to recommendations for preparation of the subgrade.

For the scope discussed above, we anticipate a not to exceed fee of \$6,130 in accordance with the unit rates in the attached Cost Estimate. We understand that two other projects may be performed concurrently with this project. If that is the case, the mobilization fees will be adjusted accordingly. We anticipate that the city will obtain any property owner access that is necessary. EEI will locate the borings from identifiable features and contact Indiana 811 for utility clearance.

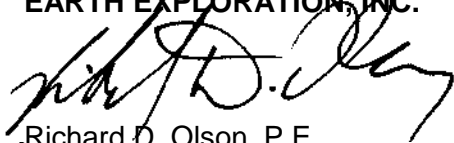
Mr. Brock Ridgway, P.E.
Eagle Ridge Civil Engineering Services, LLC
Winslow Rd. Sidepath - Bloomington, IN

February 15, 2017
Page 2

Thank you for the opportunity. We look forward to providing our services on this project. Should you have any questions or if you require additional information, feel free to contact us. As authorization to proceed, please sign below and return via electronic mail.

Sincerely,

EARTH EXPLORATION, INC.



Richard D. Olson, P.E.
President

MSW

Enclosure: Cost Estimate

ACCEPTANCE OF EEI PROPOSAL NO. P1-17-132

Accepted by (Signature): _____

Name (Printed): _____

Representing: _____

Date: _____

Cost Estimate

Winslow Road Sidepath Project

Bloomington, Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$260.00	\$260.00
b. CPT	ea	\$440.00	
c. Field and utility coordination	1 LS	\$330.00	\$330.00
d. Field coordination with property owners			
i. 1 - 10	LS	\$300.00	
ii. 11 - 25	LS	\$500.00	
iii. Over 25	LS	\$690.00	
e. Mileage	120 mi	\$3.40	\$408.00
2. Truck mounted borings with split spoon sampling	ft	\$18.50	
3. Truck mounted borings with drilling fluid	ft	\$18.50	
4. Truck mounted core drilling	ft	\$38.00	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$36.40	
b. Bridge deck coring and restoration	ea	\$330.00	
6. Cone penetrometer testing			
a. Set up	ea	\$75.00	
b. Subsurface profiling	ft	\$11.90	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$91.00	
ii . Penetration	ft	\$14.20	
iii. Pore water dissipation test	hr	\$184.00	
iv. Hydraulic conductivity and consolidation	ea	\$70.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$15.23	
e. Sample	ea	\$22.00	
7. Hand or truck soundings	20 ft	\$11.60	\$232.00
8. Hand auger drilling	ft	\$12.00	
9. Skid mounted borings with split spoon sampling	20 ft	\$29.00	\$580.00
10. Skid mounted borings using drilling fluid	ft	\$29.00	
11. Skid mounted core drilling	ft	\$42.00	
12. Skid mounted boring through bedrock or boulders	ft	\$44.00	
13. Skid mounted soundings	ft	\$16.40	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$110.00	
b. Subsurface profiling	ft	\$17.30	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$108.00	
ii. Penetration	ft	\$20.00	
iii. Pore Water Dissipation Test	hr	\$216.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$83.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$23.50	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
e. Sample	ea	\$31.00	
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$5,600.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$140.00	
b. Non-navigable water barge set-up	ea	\$4,800.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,000.00	
b. Non-navigable water	ea	\$1,800.00	
18. Barge mounted borings with split spoon sampling	ft	\$32.00	
19. Barge mounted core drilling	ft	\$44.00	
20. Barge mounted boring through bedrock or boulders	ft	\$44.00	
21. Barge mounted soundings	ft	\$19.00	
22. Casing through water	ft	\$8.15	
23. Uncased sounding through water	ft	\$5.40	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	4 ea	\$40.00	\$160.00
b. Rock core borings	ea	\$116.00	
25. Additional 2-in. split spoon sampling	ea	\$20.00	
26. 3-in. split spoon samples	ea	\$22.00	
27. 3-in. Shelby tube samples	ea	\$60.00	
28. Bag samples			
a. 25-lb sample	ea	\$50.00	
b. 5-lb sample	ea	\$32.00	
29. Field vane shear test	ea	\$110.00	
30. 4½-in. cased hole	ft	\$12.00	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation	ft	\$14.07	
b. Piezometer installation up to 25 ft below surface	ea	\$245.00	
c. Piezometer installation deeper than 25 ft below surface	ea	\$270.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$120.00	
32. Geotechnical engineer	8 hr	\$115.00	\$920.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	4 ea	\$20.00	\$80.00
b. PVC slotted pipe	ft	\$5.60	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	4 ea	\$80.00	\$320.00
ii . CPT	ea	\$45.00	
b. More than 30 ft			
i. SPT	ft	\$6.30	
ii . CPT	ea	\$1.88	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
c. Pavement restoration	ea	\$40.00	
36. Dozer rental		Actual Cost	
37. Traffic control			
a. Flag crew	day	\$700.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	0.5 day	\$800.00	\$400.00
38. Centerline surveying		Actual Cost	
Subtotal (Geotechnical Field)			\$3,690.00

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	3 ea	\$48.00	\$144.00
40. Hydrometer analysis	3 ea	\$55.00	\$165.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$75.00	
b. Analysis by Using (AASHTO T-27)	ea	\$131.00	
42. Liquid limit	3 ea	\$33.00	\$99.00
43. Plastic limit & plasticity index	3 ea	\$24.00	\$72.00
44. Liquid Limit Ratio	ea	\$74.00	
45. pH test	3 ea	\$15.00	\$45.00
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$23.00	
b. Loss on Ignition Test (Sequential)	ea	\$51.00	
c. Organic content based on Clorimeter	ea	\$23.00	
47. Topsoil Tests			
a. Phosphorus tests	ea	\$20.00	
b. Potassium tests	ea	\$20.00	
48. Moisture Content Tests			
a. Moisture Content Test (Conventional)	8 ea	\$6.50	\$52.00
b. Moisture Content Test (Microwave)	ea	\$8.00	
49. Expansion Index of Soils	ea	\$230.00	
50. Specific Gravity Test	ea	\$35.00	
51. Unit weight determination	ea	\$17.00	
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$225.00	
b. Falling Head	ea	\$275.00	
53. a. Unconfined Compression Test	ea	\$44.00	
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$110.00	
c. Point Load Strength Index of Rock	ea	\$42.00	
54. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$105.00	
b. Elastic Moduli of Intact Rock	ea	\$420.00	
55. Consolidation Test	ea	\$430.00	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$336.00	

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	b. Consolidated - Undrained (CU)	ea	\$500.00	
	c. Consolidated - Drained (CD)	ea	\$700.00	
	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$242.00	
57	Direct Shear Test	ea	\$520.00	
58	Moisture-Density Relationship Test			
	a. Standard Proctor	ea	\$135.00	
	b. Modified Proctor	ea	\$147.00	
59	Soil Support Testing			
	a. California Bearing Ratio Test	ea	\$515.00	
	b. Subgrade Resilient Modulus	ea	\$600.00	
60	Collapse Potential Evaluation Test			
	a. Silty Soil (Loess)	ea	\$370.00	
	b. Cohesive or Expansive Soils	ea	\$441.00	
61	Water Soluble Sulfate Test	2 ea	\$100.00	\$200.00
62	Water Soluble Chloride Test	ea	\$100.00	
63	Soil Resistivity Test	ea	\$131.00	
64	a. Slake Durability Index Test	ea	\$122.00	
	b. Jar Slake Test	ea	\$13.00	
Subtotal (Geotechnical Laboratory)				\$777.00

GEOTECHNICAL ENGINEERING

65	Geotechnical profile and related work			
	a. Without soil subgrade drawings			
	First mile	LS	\$1,150.00	
	Each additional mile	mi	\$525.00	
	b. With soil subgrade drawings			
	First mile	LS	\$1,365.00	
	Each additional mile	mi	\$600.00	
	c. Soil subgrade drawings (only)			
	First mile	LS	\$350.00	
	Each additional mile	mi	\$220.00	
66	Geotechnical report			
	a. Without soil subgrade investigation			
	First mile	1 LS	\$1,660.00	\$1,660.00
	Each additional mile	mi	\$700.00	
	b. With soil subgrade investigation			
	First mile	LS	\$1,900.00	
	Each additional mile	mi	\$800.00	
	c. Soil subgrade investigation (only)			
	First mile	LS	\$600.00	
	Each additional mile	mi	\$360.00	
67	Settlement analysis and recommendations for embankment			
	a. Proposed embankment	ea	\$495.00	
	b. Proposed and existing embankment	ea	\$550.00	
68	Ground modification design	ea	\$1,450.00	
69	Slope stability analysis			

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. C, ∅ or C & ∅ analysis	ea	\$770.00	
b. Corrective measures	ea	\$770.00	
c. Stage construction corrective method	ea	\$1,340.00	
70 Bridge foundation analysis and recommendations			
a. Shallow foundation	ea	\$475.00	
b. Deep foundation			
i. Deep foundation analyses	ea	\$840.00	
ii. Wave equation analyses	ea	\$325.00	
iii. Liquefaction analysis	ea	\$260.00	
iv. Group - 3D analysis	ea	\$420.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$380.00	
ii. Embankment plus pier	ea	\$420.00	
iii. Embankment plus pier plus all other loads	ea	\$485.00	
d. Foundation on bedrock	ea	\$370.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	ea	\$860.00	
ii. Deep foundation	ea	\$1,130.00	
iii. Settlement analysis for retaining wall foundation	ea	\$370.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,000.00	
ii. Retaining structure with tie-back system	ea	\$1,450.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,025.00	
ii. Retaining structure with tie-back system	ea	\$1,470.00	
d. Soil nailing wall analysis	ea	\$990.00	
72 Seepage analysis	ea	\$1,400.00	
73 Deep dynamic compaction analysis	ea	\$1,400.00	
Subtotal (Geotechnical Engineering)			\$1,660.00

CONSTRUCTION INSPECTION AND MONITORING

74 Pressuremeter testing services	day	\$1,600.00	
75 Mobilization of testing equipment	LS	\$160.00	
76 a. Monitoring geotechnical instrumentation	hr	\$75.00	
b. Field Inspector	hr	\$75.00	
77 Integrity testing		Actual Cost	
78 Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$75.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$75.00	
79 Dynamic pile analysis	ea	\$1,025.00	
80 Static load test	ea	\$1,025.00	
81 Dynamic pile load test		Actual Cost	
82 CAPWAP-C analysis	ea	\$480.00	
83 Final construction inspection report	ea	\$925.00	

Subtotal (Construction Inspection and Monitoring)

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>			
84 a. Surface test/Pier or foundation		Actual Cost	
b. Borehole test/Pier or foundation		Actual Cost	
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations		Actual Cost	
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86 Project Management			
a. Project Coordination	mi	\$1,620.00	
b. Project Website	LS	\$3,420.00	
87 Geotechnical Review			
a. Structure Report	ea	\$325.00	
b. Roadway Report	mi	\$275.00	
Subtotal (Non-Destructive, Geophysical and Project Management)			
<u>PAVEMENT INVESTIGATION</u>			
1. Mobilization of coring equipment	LS	\$200.00	
2. Mobilization mileage for coring equipment	mi	\$1.85	
3. Pavement core (partial depth)	ea	\$125.00	
4. Pavement core (full depth)	ea	\$190.00	
5. Sub-base sample	ea	\$60.00	
6. Cement concrete pavement core density determination	ea	\$33.00	
7. Cement concrete core compressive strength test	ea	\$31.50	
8. Bituminous extraction test	ea	\$84.00	
9. Sieve analysis of extracted aggregate test	ea	\$56.00	
10. Recovery of asphalt from solution by Abson method	ea	\$350.00	
11. Theoretical maximum specific gravity test	ea	\$70.00	
12. Bulk specific gravity test	ea	\$30.00	
13. Air voids calculation	ea	\$28.00	
14. Core report for partial depth core	ea	\$34.00	
15. Core report for full depth core	ea	\$42.00	
16. Pavement analysis and report	ea	\$770.00	
Subtotal (Pavement Investigation)			
<u>Summary of Fees</u>			
Geotechnical Field		\$3,690.00	
Geotechnical Laboratory		\$777.00	
Geotechnical Engineering		\$1,660.00	
Construction Inspection and Monitoring			
Non-Destructive, Geophysical and Project Management			
Pavement Investigation			
Geotechnical Total		\$6,127.00	
Pavement Design			
Estimated Total		\$6,127.00	



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

SCOPE OF SERVICES

Date of Proposal: February 16, 2017

Project Description: Bloomington Sidepaths – Winslow Road
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified in the attached Fee Justification (see Attachment No. 2.)

Field Surveying Services

BASIC SERVICES

A. VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. VS shall prepare and record a Location Control Route Survey. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and
3. Survey Manual

B. Electronic files including the following shall be prepared and submitted by VS as directed by client:

1. Finished plan view of topographic survey in AutoCAD Civil 3D .dwg
2. 1-foot contours in AutoCAD Civil 3D .dwg format
3. TIN used to create contours as derived from .xml format and AutoCAD Civil 3D .dwg format
4. Electronic points file in .txt format.
5. Location Control Route Survey Plat in .pdf format.
6. Survey Book in .pdf format.

- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the Location Control Route Survey and the survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Limits (See Attachment No. 1)

Winslow Road

Beginning at the east edge of pavement of Henderson Street and the centerline of Winslow Road survey east 2,715 feet to a point 100 feet east of the centerline of Highland Avenue. The width of survey will be from the south edge of pavement to 50 feet beyond the north edge of pavement except in the following areas;

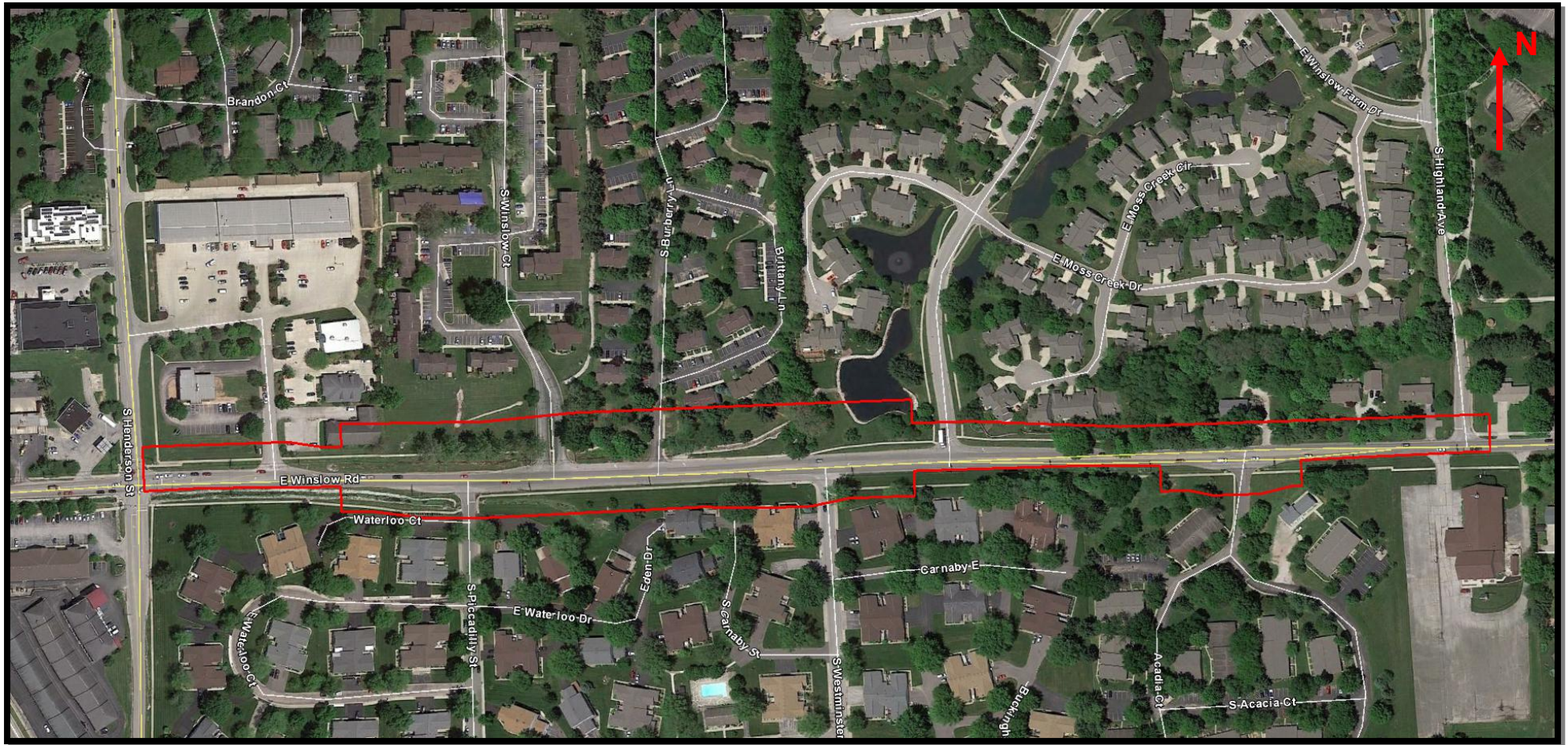
- 400 feet east of the east edge of pavement of Henderson Street and the centerline of Winslow Road extending east 1,160 feet the width of survey will be 100 feet from the edge of pavement on the north side and 50 feet from the edge of pavement on the south side of Winslow Road
- 330 feet west of the centerline of Highland Avenue extending west 275 feet in addition to the normal survey limits the width of survey will include 50 feet past the edge of pavement on the south side of Winslow Road

Total survey includes approximately 2,715 lineal feet of roadway.

- D. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. VS shall provide a listing of all property information, deeds, plats, and maps.
- E. Send out survey notices together to all property owners within the project area. All survey notices and questionnaires shall be approved by The City of Bloomington prior to distribution.
- F. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Monroe County Zone of the Indiana Geospatial Coordinate System will be used.
- G. Reference horizontal control and include references in the Location Control Route Survey Plat
- H. Establish on-site elevation using NGS, DNR, Monroe County Surveyor's benchmarks, or the Online Positioning User Service (OPUS). Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.
- I. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.
- J. Re-establish existing roadway alignments from plans for previous projects.

- K. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.
- L. Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). VS shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, VS shall provide a listing of all utilities and all information available for that utility including address and telephone number.
- M. Perform design survey in sufficient detail to obtain topographic data, buildings and/or building corners even if further than 50 feet outside of the project limits but no more than 100 feet, walls, walks, signs, vaults, and natural and man made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size, except in heavily wooded areas.
- N. Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- O. Indicate spot elevations at all breaks in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- P. Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using Civil 3D and shall submit in electronic format. VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.
- Q. Prepare and record a Location Control Route Survey Plat depicting existing alignments and right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned

Attachment No. 1



Bloomington Sidepaths – Winslow Road

 Mainline Survey

**PROJECT: Bloomington Sidepaths - Winslow Road
Bloomington, IN**

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	2	1		
Subdivision Plats			2	
Owners Names and Addresses			2	
Mailings			2	
Deeds			4	
Section Corner Ties			1	
Plans			1	
Surveys		1		
Utility Coordination				
Locate Tickets			1	
Follow - Up Verification		1		
Vertical Control				
Bench Level Circuit	2	8	8	
Horizontal Control				
Main Line Traverse	2	8	8	
Section Corner & Alignment Recon		4	4	
Property Corner Reconnaissance		8	8	
Topography / Elevations				
Mainline	2	40	40	
Structures & Misc. Details		12	12	
Route Survey & Field Book Preparation				
Alignment Calculation	4		4	
Property Line Determination			16	
Topography (CAD Drawing)	4		16	
Set Alignment and Reference		2	2	
Field Check		6	6	
Route Survey	6		16	
Field Book	4		8	
Travel				
Travel Time		35	35	
Total Hours	26	126	196	348
Average Weighted Hourly Rate	\$ 133.43	\$ 94.94	\$ 70.04	
Total Salary Cost	\$ 3,469.18	\$ 11,962.44	\$ 13,727.84	\$ 29,159.46
Direct Cost (See below)				\$ 1,184.00
Total				\$ 30,343.46
Engineering Survey Fee				\$ 30,300.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel Mileage	\$0.38/mile	1800	\$ 684.00
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Reproductions/Copies/Materials/Postage	LS	1	\$ 500.00
TOTAL			\$ 1,184.00

Intersection Lighting Design/Review Services

Anticipated Work Elements for Intersection Lighting

Project Description:

The proposed multi-use path project along Winslow Road begins from south Henderson Street and ends at south Highland Avenue. The total project length will be approximately 2,680 linear feet. This project consists of six (6) at-grade intersections with Winslow Road where lighting design services required. Winslow Road intersects with Winslow Plaza Entrance, Winslow Court, S. Burberry Lane, Westminster Way, Winslow Farm Drive, and N. Highland Drive. This project is a federally funded and INDOT oversight anticipated. The conventional light poles and luminaries are proposed on this project by the City of Bloomington

Intent of Scope-of-work:

The intent of this scope-of-work for the VS Engineering, Inc. (VSE) is as follows:

1. Meet City officials and obtain Duke information, lighting needs, existing roadway and lighting related information
2. Obtain and review preliminary design plans for the multi-use path in-conjunction with intersection lighting. Review, prepare, and set-up the field investigation
3. Conduct field investigation with the City and Duke to determine the existing light standard condition, Service point location, and possible conflicts due to proposed multi-use path at the specified intersections
4. Identify the location of additional and/or relocation of light standard. Provide design data to Duke to provide design, cost estimates and work order
5. Review lighting design plans and computations as prepared by the Duke per design data and City's needs. Provide review comments and re-review as needed
6. Coordinate with City and Duke for City to enter Service agreements for installation and maintenance of additional lighting by Duke
7. Obtain and review lighting installation schedule from Duke with begin and end construction
8. Field visit (2 max.) to track Duke's progress on lighting installation to ensure that installation completed before the multi-use path project let

Assumption: Duke owns the existing facilities at the specified location and will perform the lighting illumination design with computations and specifications per City's need.

Des No: 1500383

Project: Winslow Road from Henderson Street to Highland Avenue, City of Bloomington, IN

Duke will install light standards, circuits, service point. The Duke services will be paid by City under a standard agreement

Des No: 1500383

Project: Winslow Road from Henderson Street to Highland Avenue, City of Bloomington, IN

Nos. of Intersections: 6 Each

**MANHOURS AND FEE JUSTIFICATION
INTERSECTION LIGHTING COORDINATION SERVICES**

DESCRIPTION	MANHOURS CLASSIFICATION				
	Project Manager II	Project Manager I	Engineer III	CAD Tech. II	TOTAL HOURS
Meet City officials and obtain Duke information, lighting needs, existing roadway and lighting related information	2	2			4
Obtain and review preliminary design plans for the multi-use path in-conjunction with intersection lighting. Review, prepare, and set-up the field investigation	1	1	4		6
Conduct field investigation with the City and Duke to determine the existing light standard condition, Service point location, and possible conflicts due to proposed multi-use path at the specified intersections		5	5		10
Identify the location of additional and/or relocation of light standard. Provide design data to Duke to provide design, cost estimates and work order		2	2		4
Review lighting design plans and computations as prepared by the Duke per design data and City's needs. Provide review comments and re-review as needed	2	6	8		16
Coordinate with City and Duke for City to enter Service agreements for installation and maintenance of additional lighting by Duke	1	4			5
Obtain and review lighting installation schedule from Duke with begin and end construction			1		1
Field visit (2 max.) to track Duke's progress on lighting installation to ensure that installation completed before the multi-use path project let			8		8
TOTAL HOURS	6	20	28	0	54
AVERAGE WEIGHTED HOURLY RATE	\$219.09	\$151.69	\$113.25	\$89.01	
DIRECT SALARY COST	\$1,314.54	\$3,033.80	\$3,171.00	\$0.00	\$7,519.34
OTHER DIRECT COST	<div> <div>UNIT COST</div> <div>MILES</div> <div>COST</div> </div>				
Travel (2 Trip to City and 4 Trip on Site)		\$0.50	30.00	\$15.00	
LIGHTING COORDINATION FEE TOTAL					\$7,534.34
LUMP SUM FEE TOTAL - LIGHTING COORDINATION					\$7,500.00



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT PROPOSAL

Page 1 of 2

Date of Proposal: February 16, 2017

Project Description: Bloomington Sidepaths – Winslow Road
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide 12.2 Title Research and 11.1 Right-of-way Plan Development services for the above referenced project (See Attachment No. 1) for the fees defined below.

Services to be provided by VS are limited to the following:

Title Research Services

- A. Conduct 20 year search of chain of title and prepare T&E Reports in accordance with the INDOT 12.2 Classification Requirements.
- B. Prepare Title Updates for T&E Reports in accordance with the INDOT 12.2 Classification Requirements.

Right-of-way Plan Development Services

- A. Prepare final right-of-way plans, legal descriptions, right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way, and maintain LRS in accordance with the INDOT 11.1 Classification Requirements, INDOT Right-of-way Engineering Procedure Manual, and 865 I.A.C. 1-12.

Right-of-way Staking

- A. Stake the proposed Right-of-way at all Design Bend Points and at Property Lines with a 12 inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

Additional work or, variance from the above services set can be addressed via an addendum to this proposal.

Information and Services to be Furnished to VS:

- A. One (1) full size .pdf set of Design R/W Plans including (*a minimum of*) the Title Sheet, Index Sheet, Recorded Location Control Route Survey Plat, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets.
- B. Electronic files of Design R/W Plans including (*a minimum of*) the Title Sheet, Index Sheet, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets in AutoCAD .dwg or .dxf format.



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

Bloomington Sidepaths – Winslow Road

Page 2 of 2

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT SERVICES:

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
T&E Reports (Permanent Taking)	\$475.00	Per each State Tax Id. Number Researched
T&E Reports (Temporary Taking)	\$275.00	Per each State Tax Id. Number Researched
Title Updates	\$250.00	Per each State Tax Id. Number Researched
Right-of-way Engineering (Permanent)	\$2,700.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Perm.)	\$2,475.00*	Any Additional Parcel of the Same Owner
Right-of-way Engineering (Temporary)	\$2,450.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Temp.)	\$2,250.00*	Any Additional Parcel of the Same Owner
Additional Description (Perm. or Temp.)	\$700.00**	Additional Legal Description(s)
Right-of-way Staking***	\$650.00	Owner(s) Initial Parcel
Addn. Right-of-way Staking***	\$450.00*	Any Additional Parcel of the Same Owner
Eliminate Parcel Due to No Take	\$675.00	Eliminate Parcel Once Created in LRS
Revision to Any Parcel	\$1,350.00	Revision Due to Design Change or Owner Change

* Initial parcel of the owner(s) land will be invoiced per the defined initial unit fee. Any additional parcels (adjoining or not adjoining having a different Tax Id. Number than that of the owner(s) initial parcel) of the same owner(s) will be invoiced per the additional parcel fee on a per each basis.

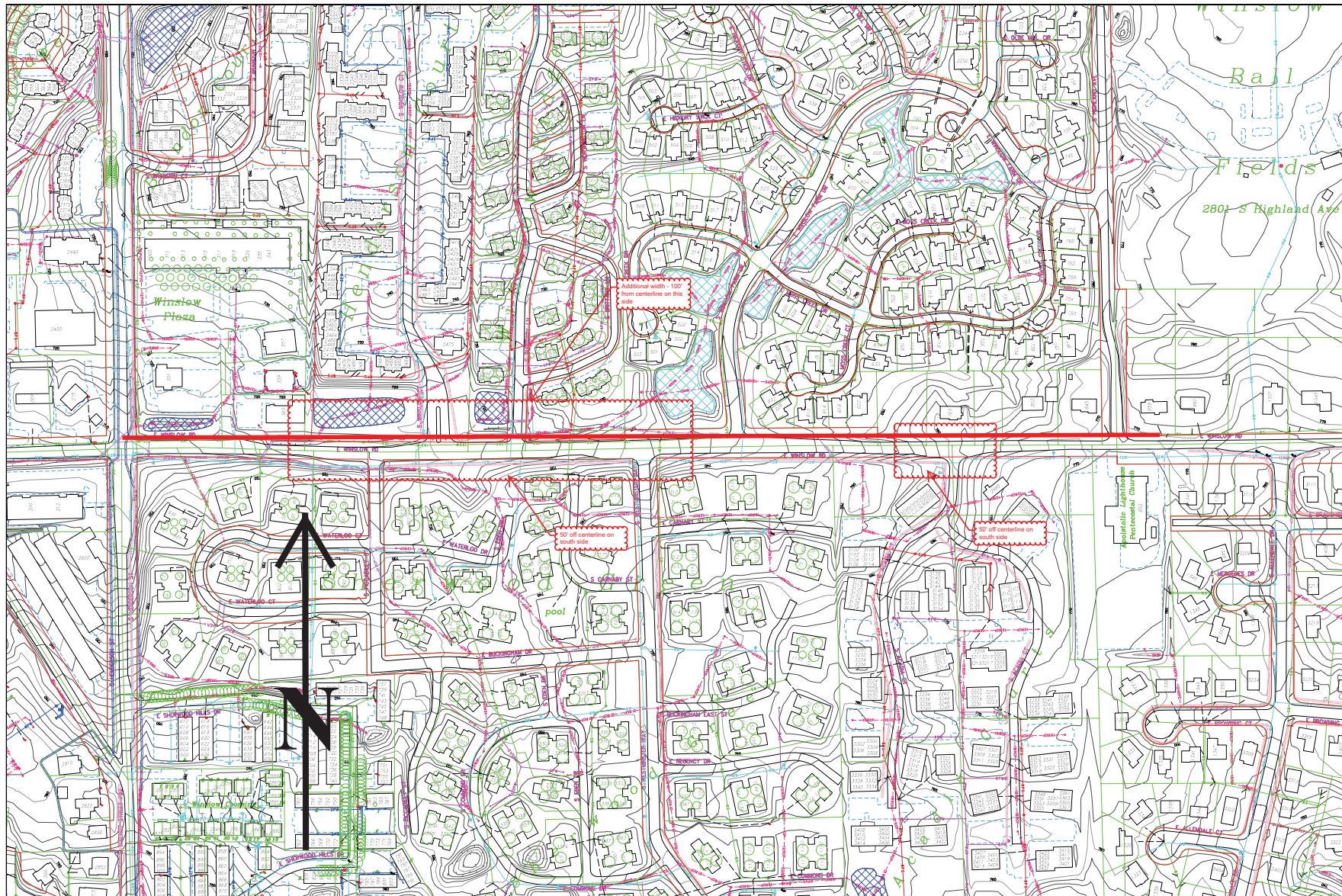
** Fees are based upon the preparation of (1) Permanent or (1) Temporary legal description per State Tax Id. Number. Any additional description required which result in multiple descriptions within the State Tax Id. Number will be invoiced per the additional description fee on a per each basis.

*** Right-of-way Staking for utilities will be invoiced at the same rate as defined for RW Plan Development and will be invoiced on a per each basis for as many times as staking and re-staking occurs.

ESTIMATED FEE (10 Parcels (Owners) – 10 State Tax Ids.):

(Total fee to be increased or decreased upon determination of exact number of tax ids. and parcels)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>
T&E Reports (Permanent)	\$475.00	10	\$4,750.00
Title Updates	\$250.00	10	\$2,500.00
R/W Engineering (Permanent)	\$2,700.00	10	\$27,000.00
R/W Staking	\$650.00	10	\$6,500.00
TOTAL			\$40,750.00



Legend

Water System

Water mains (number = size)
unmetered CPU metered

— 670 private — 670

ABAND N abandoned

===== CPU jurisdiction boundary

===== Pressure zone boundary

Valves

right hand looking SW left hand

o normally open

o normally closed

Fire Hydrants with number

unmetered 2336 CPU metered

363 private 2476

abandoned 607

Meters

o domestic o large o detector check




















△ lawn sprinkler o fire line

☆ cooling tower

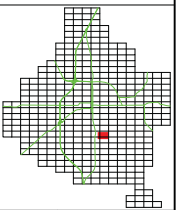
Sanitary Sewer System

Manhole ● **CBU** ● **private** ● **abandoned**
 Cleanouts ●
 Grease interceptor — on grease lateral
 E-One pump (or similar) — & pressure lateral
 — +50 Sewer main (dead, with yrs. of age) +200 Drop
 — +675 Abandoned sewer main
 — +ABAND PS Aband. private sewer main
 Lift stations
 — ● **CBU** ● **private** ● **abandoned**
 — +67M Force main with locator box
 — +127M Paired force mains (same)
 — +ABAND FM Abandoned force main
 — +67FM Private force main (size)
 — +ABAND FM Aband. private force main

Storm Sewer System

 Storm main (size & material)
 (route in direction of flow)
 Open channel (gravel)
 Box culvert
 Trench drain
 Manhole
 Stitched manhole
 Receptive inlet
 Curb or flat inlet
 Node (no structure)
 Culvert inlet
 Culvert outlet
 Clean-out
 Water quality manhole
 Manhole with weir
 Detention pond outlet
 Detention arm
 Detention pond
 Private structure & pipes
 Abandoned structure & pipes

DLtempplot



Scale: 1" = 120'

1 Feb 17

haleyl

Winslow Sidewalk Project
S Henderson Street - S Highland Avenue

Important Notice:
The positions of underground utilities are shown schematically.
Please call 811 to have all underground utilities located.

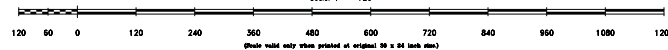
City of Birmingham, Indiana
Geographic Information System

This map was produced by the City of Birmingham GIS, for use by the City and general public as map information. The topographic and planimetric information is based on aerial photography flown in March 1986, and March 1988. Updates from aerial orthorectification took place in April 1988, April 1990, March 1993 and April 2001. Information is updated by GIS technicians from development drawings, plans, and other sources. The accuracy of information contained in this document is based on National Mapping Standards, however it is NOT warranted.

The Corporation boundary reflects amendments effective January 1, 2011.

DLtempplot

Scale: 1" = 120'



(Scale valid only when printed at original 30 x 24 inch size)



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

SCOPE OF SERVICES

Date: February 15, 2017

Project Description: Bloomington Sidepaths – Winslow Avenue
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified below.

Right of Way Management Services

BASIC SERVICES

- A. VS shall include all processes, procedures, observations, data entry into LRS and management of all services needed to complete the right of way management required for each identified parcel.

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
Right of Way Management	\$300.00*	Per each identified parcel

*This rate has been deduced from the current INDOT Real Estate Services Fee Schedule for the current task at hand. Not included in this rate are 12.3 Waiver Valuation, 12.4 Appraisal, 12.5 Reviews, 12.6 Negotiations and 12.7 Closing. Per our current scope these services will be supplemented at a later date.

Appraisal Services

BASIC SERVICES

- B. VS shall include all processes, procedures and observations to complete an APA per scope of work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual including and not limited to current photo of the subject property and approximate area of taking (3.5 x 5" minimum photo size), aerial of the site, engineer's parcel plat, area computation sheet, estimated setback of improvements on damaged properties, electronic copies of reports, Notice of Owner Letter, one original report and 2 copies for each identified parcel.

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
Appraisal Problem Analysis (APA)	\$225.00*	Per each identified parcel

*This rate has been deduced from the current INDOT Real Estate Services Fee Schedule for the current task at hand. Not included in this rate are 12.3 Waiver Valuation, 12.4 Appraisal,



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

12.5 Reviews, 12.6 Negotiations and 12.7 Closing. Per our current scope these services will be supplemented at a later date.

ESTIMATED TOTAL FEE:

(Total fee to be increased or decreased upon determination of exact number of parcels)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>
Right of Way Management	\$300.00	10	\$3,000.00
Appraisal Problem Analysis	\$225.00	10	\$2,250.00
		TOTAL	\$5,250.00



Board of Public Works Staff Report

Project/Event: Approval of the Preliminary Engineering Services Contract with Eagle Ridge Civil Engineering Services, LLC for the S Henderson St Multiuse Path Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 03/21/2017

Report: This contract includes design services necessary to construct a multiuse path along the east side of Henderson Street from approximately 650 feet north of Winslow Road to Hillside Drive. The project is in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) for preliminary engineering with \$155,801 available in reimbursable federal funding. Federal funding for construction in 2020 has been requested, but the MPO has not finalized the allocation of funds for that year.

Eagle Ridge Civil Engineering Services, LLC was selected to perform this work from ten engineering firms that responded to a standard INDOT Request for Proposals (RFP). The total contract amount is \$209,770.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Services Contract with Eagle Ridge Civil Engineering Services, LLC for the S Henderson St Multiuse Path Project.

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

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

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

LPA - CONSULTING CONTRACT

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

Des. No.: **1500384**

Project Description:

South Henderson Street Multi-Use Path from Hillside Avenue to Winslow Avenue

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 30, 2020. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed **\$ 209,770.00.**

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

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

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Neil Kopper, P.E.
Project Manager
City of Bloomington
Department of Planning & Transportation
401 N. Morton Street, Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Brock Ridgway, P.E.
Managing Member
Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, IN 46123

or to such other address or addresses as shall be furnished in writing by any party to the other party. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (i) when personally delivered; (ii) three (3) days after the date deposited with the United States mail properly addressed; or (iii) the next day when delivered during business hours to overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that notices delivered by facsimile or by email shall not be effective.

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.

27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.
28. **Pollution Control Requirements.** If this Contract is for \$100,000 or more, the CONSULTANT:
- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
 - ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
 - iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.
29. **Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.
30. **Status of Claims.** The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:
31. **Sub-consultant Acknowledgement.** The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.
32. **Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.
33. **Taxes.** The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.
34. **Termination for Convenience.**
- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
 - B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make

such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

- A. With the provision of twenty (20) days written notice to the CONSULTANT, the LPA may terminate this Contract in whole or in part if
 - (i) the CONSULTANT fails to:
 - 1. Correct or cure any breach of this Contract within such time, provided that if such cure is not reasonably achievable in such time, the CONSULTANT shall have up to ninety (90) days from such notice to effect such cure if the CONSULTANT promptly commences and diligently pursues such cure as soon as practicable;
 - 2. Deliver the supplies or perform the Services within the time specified in this Contract or any amendment or extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract to be performed by the CONSULTANT; or
 - (ii) if any representation or warranty of the CONSULTANT is untrue or inaccurate in any material respect at the time made or deemed to be made.
- B. If the LPA terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the LPA considers appropriate, supplies or services similar to those terminated, and the CONSULTANT will be liable to the LPA for any excess costs for those supplies or services. However, the CONSULTANT shall continue the work not terminated.
- C. The LPA shall pay the contract price for completed supplies delivered and Services accepted. The CONSULTANT and the LPA shall agree on the amount of payment for manufactured materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause (see Section 13). The LPA may withhold from the agreed upon price for Services any sum the LPA determine necessary to protect the LPA against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the LPA in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- E. **Default by the LPA.** If the CONSULTANT believes the LPA is in default of this Contract, it shall provide written notice immediately to the LPA describing such default. If the LPA fails to take steps to correct or cure any material breach of this Contract within sixty (60) days after receipt of such written notice, the CONSULTANT may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination, including reasonable attorney fees and expenses, provided that if such cure is not reasonably achievable in such time, the LPA shall have up to one hundred twenty (120) days from such notice to effect such cure if the LPA promptly commences and diligently pursues such cure as soon as practicable. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of such termination. The CONSULTANT agrees that it has no right of termination for non-material breaches by the LPA.

36. **Waiver of Rights.** No rights conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver or excuse is approved in writing and signed by the party claimed to have waived such right. Neither the LPA's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the CONSULTANT shall be and remain liable to the LPA in accordance with applicable law for all damages to the LPA caused by the CONSULTANT's negligent performance of any of the Services furnished under this Contract.
37. **Work Standards/Conflicts of Interest.** The CONSULTANT shall understand and utilize all relevant INDOT standards including, but not limited to, the most current version of the Indiana Department of Transportation Design Manual, where applicable, and other appropriate materials and shall perform all Services in accordance with the standards of care, skill and diligence required in Appendix "A" or, if not set forth therein, ordinarily exercised by competent professionals doing work of a similar nature.
38. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties hereto. Other than the indemnity rights under this Contract, nothing contained in this Agreement is intended or shall be construed to confer upon any person or entity (other than the parties hereto) any rights, benefits or remedies of any kind or character whatsoever.
39. **No Investment in Iran.** As required by IC 5-22-16.5, the CONSULTANT certifies that the CONSULTANT is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.
40. **Assignment of Antitrust Claims.** The CONSULTANT assigns to the State all right, title and interest in and to any claims the CONSULTANT now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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

CONSULTANT**LOCAL PUBLIC AGENCY**

 Signature

 Brock Ridgway, P.E.
 Managing Member

 (Print or type name and title)

 Signature

 (Print or type name and title)

 Signature

 (Print or type name and title)

 Signature

 (Print or type name and title)

Attest:

 Signature

 (Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

GENERAL

In fulfillment of this Contract, the CONSULTANT shall comply with the applicable requirements of the Indiana Department of Transportation and Federal Highway Administration. The following scope of services describes the tasks and assumptions that apply to the work of CONSULTANT to complete the design of:

*Des. No. 1500384; South Henderson Street Multi-Use Path:
from Hillside to Winslow*

The project includes services for preliminary engineering, environmental study, design, plans and special provisions, cost estimating, permit and utility coordination, right of way services, and construction support typical for a project that is to be submitted to INDOT for review and is to be constructed using federal funds. Tasks to be performed by Eagle Ridge are identified by bullets (♦), the responsibilities of LPA are designated by statements beginning with "LPA". *Assumptions and special conditions are written in italics.*

SCOPE OF SERVICES

The work elements are grouped into the following phases:

- Preliminary Engineering Tasks
- Design Tasks
- Design Support and Permitting Tasks
- Right of Way Engineering and Acquisition Services
- Bidding and Construction Support Tasks
- Project Administration and Management Tasks

PRELIMINARY ENGINEERING TASKS

Route / Topographic Survey and Mapping

- ♦ Prepare and mail or deliver a survey notice to property owners and residents prior to performing survey. Survey Notice to be per INDOT standards.
- ♦ Contact Indiana Underground for locates.
- ♦ Conduct a topographic route survey in accordance with INDOT requirements.
- ♦ Complete topographic mapping and digital terrain model.
- ♦ Establish control points to be used for construction grade and location control and put in the mapping. Provide reference point, alignment notes, and benchmark data.
- ♦ Provide traffic control as necessary to complete survey work in accordance with accepted standards, and as approved by LPA.
- ♦ [Request from LPA or other consultants the construction plans for project\(s\) adjacent to this one.](#)

R/W and Property Research and Mapping

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Place parcel, property and right of way data on the mapping, including located monuments or corners and apparent or verified property boundaries, and recorded easements. Show adjacent property owners on the plans.
- ◆ Reestablish the roadway centerline from previous records, or establish one following accepted procedures.
- ◆ Prepare and Record a Route Survey Plat.

Site Reconnaissance

- ◆ Conduct site walkthrough of the project. Review the mapping provided by the surveyor.
- ◆ Compile a photographic record of the project site to assist in the design effort.
- ◆ Inventory Signs and other miscellaneous features that may be impacted by the project.
- ◆ Review existing drainage patterns.
- ◆ Update existing condition mapping as needed

Geotechnical Investigations

- ◆ Conduct coordination and permitting activities as necessary to gain City approval to conduct geotechnical investigations. Provide traffic control as needed. Coordinate with utility locator services prior to operations. Determine the locations for borings based on utility markings and a review of site conditions.
- ◆ Conduct geotechnical investigations to identify potential problems with existing in-situ soils. Sample soil in accordance with INDOT requirements.
- ◆ Conduct Rock Probes in the vicinity of anticipated retaining walls and cut areas to identify where rock excavation should be anticipated.
- ◆ Restore site to previous condition including grouting holes and reseeding or patching pavements per City requirements.
- ◆ Prepare boring logs and coring records and a summary report of results. Prepare a site sketch showing locations of borings and cores. Place sampling locations in the mapping.
- ◆ Submit report to INDOT's Division of Materials and Tests for approval. Revise and resubmit report if necessary.

Early Coordination

- ◆ Prepare an Early Coordination Letter for agencies as they appear in INDOT's Procedural Manual for Preparing Environmental Studies.
- ◆ Request local stakeholder comments for the project. Contacts expected include elected officials, Parks Department, City Forester, Bike/Ped Commission, City Transit, HAND, and others as directed by LPA.
- ◆ Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water

problems. Request information on existing facilities and if any are notably shallow or sensitive.

- ◆ Contact City ITS for information on desired fiber optic conduits in project area.

Utility Coordination

- ◆ Coordinate with private utilities including gas, electric, and telecommunications companies.
- ◆ In an early coordination letter, request utility information including mapping and notification of utility upgrade work that is planned.
- ◆ Compare utility-provided information with survey data.
- ◆ Make recommendation of where Subsurface Utility Engineering should be performed to verify true depths and locations of utilities, if necessary. *This proposal does not include the conduct of any SUE work because its need has not been identified at this time, and it is not deemed likely to be needed.*

Environmental Study

- ◆ Prepare a project waiver request to the INDOT Cultural Resources Section under the Section 106 Minor Projects Programmatic Agreement.
Based on a preliminary review, it is deemed very likely that the project will qualify for this waiver. Therefore, no services by a certified historian appear to be necessary, nor are any included in this proposal. It is also assumed that INDOT will not require any type of archaeological investigation or records check in association with this project.
- ◆ Complete a “red flag” records and mapping review and submit preliminary report to INDOT for approval.
- ◆ Prepare an Environmental Study in accordance with INDOT and FHWA requirements.
The level of effort is expected to fall within a Categorical Exclusion (CE) Level 2.
- ◆ Publish an Opportunity for a Hearing if required. *It is assumed that no formal Public Hearing will be required for this project.*
- ◆ Prepare Categorical Exclusion forms and appendices per the Indiana Categorical Exclusion Manual.
- ◆ Submit to INDOT for final approval of the Environmental Document. Revise and resubmit as needed.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Signature blocks, Project Title, Location Maps 1 sheet
 - General Notes and Legend, Sheet Index, Utility Contacts 1 sheet
 - Typical Cross Sections and Construction Details 1 sheet
 - Plat No. 1 3 sheets
 - Maintenance of Traffic / Erosion Control 10 sheets
 - Plan and Profiles 10 sheets
 - Retaining Wall & Railing Plans, Elevations, Details 2 sheets
 - Planting/Landscaping Plan/Details 5 sheets

○ Sign and Pavement Marking Plans	5 sheets
○ Sign Summary Table	1 sheet
○ Miscellaneous Quantity Tables	1 sheet
○ Road/Pavement Summary of Quantities	1 sheet
○ Structure Data Table / Pipe Material Sheet	1 sheet
○ <u>Cross Sections on 50' intervals, and at approaches and culverts</u>	<u>40 sheets</u>

Estimated Total Sheets **82 Sheets**

- ◆ Prepare plans on 24"x36" sheets using INDOT-standard plan borders.

Milestone Submittals

Submissions to the LPA are expected to include electronic files in PDF format and hardcopy. Scope includes printing and shipping of hard copies of plans where needed including for CBU and other utilities if required.

- ◆ If Design Exceptions are required, submit plans for INDOT review at the Stage 1.
- ◆ If requested by LPA or at Consultant's discretion, submit plans for INDOT review at Stage 2. Otherwise, only submit Stage 2 Plans to LPA for review at Stage 2. Stage 2 Plans are to be used as the Field Check plan set unless otherwise noted.
- ◆ Submit Stage 3 (95%) Plans to LPA and INDOT for review.
- ◆ Submit Final Tracings (100%) including Plans, Special Provisions and Cost Estimate to LPA and INDOT for review and processing.

Title and Index Sheets

- ◆ Prepare a Title Sheet that includes the project title, INDOT and LPA designated numbers and descriptions, a project location map, and signature blocks.
- ◆ Prepare an Index Sheet with an index of plan sheets, a list of utility contacts, a legend of symbols and lines, and general notes.

Typical Cross Sections & Pavement Design

- ◆ Prepare Typical Cross Section details to describe the path construction. *It is assumed that this project will rely upon INDOT's standard path section and thus will be submitted for approval to INDOT for approval. No detailed pavement design computations are anticipated to be required.*

Construction Details

- ◆ Prepare details for utility trenching, patching, curbs, curb and gutter, and monolithic curb and sidewalk details as needed.
- ◆ Prepare details for railings to be used along the side of the path in areas with an obstruction or hazardous slope.

Maintenance of Traffic and Access - Coordination and Design

- ◆ Through coordination with LPA representatives, INDOT and other area stakeholders, determine maintenance of traffic plan for the project.
- ◆ Provide details or notes in plans. Project phasing, lane restrictions, adjacent road closures, and temporary signs will be presented on these plans. Provide detour maps and summary tables.

Erosion Control Design

- ◆ Show temporary erosion control measures on Maintenance of Traffic sheets to show phasing-dependent measures, as applicable.

Plan and Profile Sheets / Trail Design / Grading Plan / Landscaping Plans

- ◆ Set up Plan and Profile sheets.
- ◆ Where applicable, prepare conceptual level layouts for alternatives for review by LPA. *This project is expected to include option(s) for crossing Henderson Street at Black Lumber Trail, Miller Drive, North Drive, South Drive and Graham Drive.*
- ◆ Design the paved trail in both horizontal and vertical alignments.
- ◆ Prepare ramp, path and sidewalk layouts at all crossings of public roads and drives.
- ◆ Design special crossings, islands, bus stop changes, and miscellaneous point features.
- ◆ Add spot grades where needed to clarify grading requirements, especially spot grading plans of all ramp areas per INDOT requirements.
- ◆ Prepare ditch grades as needed for clarity.
- ◆ Add plantings and restorations, including seeding to these plans. Show locations and species of required trees and other plantings for the project. Coordinate with Urban Forester for species selections.
- ◆ Prepare right of way design/layout on these sheets.

Retaining Wall and Railing Details

- ◆ Prepare plan, elevation and details for retaining walls. *Walls are assumed to be needed at the following locations on this project: One modular block-type wall at a residential parcel on the east side of Henderson.*

Drainage Design

- ◆ Inspect site to existing structures to be connected, replaced, cleaned, etc.
- ◆ Review site for poorly draining areas and needs for cross pipes.
- ◆ Prepare pipe layouts and profiles.
- ◆ Prepare structure notes for the Plan and Profiles, and Structure Data tables.
- ◆ Prepare Pipe Material Table.
- ◆ Submit drainage design to CBU for review and approval.

Due to the nature of the project with minimal increase in impervious areas, no stormwater filtration devices are expected to be needed for this project.

Sign and Pavement Marking Design

- ◆ Prepare design of proposed permanent pavement markings, signs and sign relocations/resets IAW the Indiana Manual on Uniform Traffic Control Devices and AASHTO Bicycle Design Guide.
- ◆ Prepare a Sign Summary Sheet that lists new and existing signs.

Miscellaneous Summary of Quantities

- ◆ Provide tables of miscellaneous quantities to summarize work such as monuments, seeding, sidewalk, curbs and other non-paving work.

Road Summary of Quantities

- ◆ Provide table that summarize paving work on the project.

Cross Sections

- ◆ Provide Cross Sections at 50' intervals, at connecting paths and at crossing pipes.
- ◆ Show pavement treatments and earthwork quantities as appropriate.

DESIGN SUPPORT AND PERMITTING TASKS

Lighting Coordination

- ◆ Conduct site visit of proposed sidepath route to determine status of lighting conditions at each public road crossing location.
- ◆ Coordinate with Duke to hold a site meeting for these locations.
- ◆ Where additional lighting is needed, coordinate with Duke to determine best options for adding Duke-owned lighting to the sites. Ask Duke to prepare work orders and cost estimates as applicable.
- ◆ Review lighting plans prepared by Duke for satisfactory light levels.
- ◆ Coordinate with City and Duke for City to enter service agreements for installation and maintenance of additional lighting by Duke.
- ◆ Track Duke progress on lighting installation with intent to have lighting in place by project letting date.

This scope assumes design of lighting by Duke for facilities that would be owned by Duke, with the service paid by the City under a standard agreement.

Utility Coordination

- ◆ Minimize the impacts to utilities where possible while still meeting LPA's design goals.
- ◆ Send Utilities the Field Check Plans and invite them to a Field Check & Utility Coordination Meeting.
- ◆ Request verification of their facilities, and confirmation of suspected conflicts

- ◆ Coordinate with utilities to identify potential solutions to minimize impacts.
- ◆ If relocations are deemed needed, request relocation plans from Utilities.
- ◆ If Utilities make a claim they are reimbursable, request documentation of property interest and notify LPA of the claim. Request cost estimate for relocation.
- ◆ Request relocation plans and work order documentation.
- ◆ Review Utilities' relocation plans for consistency with road plans.
- ◆ Submit relocation plans to LPA with recommendation.
- ◆ Add relocation plans to the Plans as appropriate.

LPA Approve relocation plans, enter any necessary reimbursable or non-reimbursable agreements, and issue notice to proceed to utilities.

Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) as much as possible for Materials, Construction Requirements, and Basis for Payment.
- ◆ Write unique Special Provisions for items not covered by INDOT or if LPA standards apply. Submit Unique Special Provisions to INDOT for review with Stage 3. Provide Special Provisions Menu and attachments as required by INDOT.

Project Meetings, Field Check, and Public Meeting

- ◆ Attend one design kickoff meeting with LPA upon notice to proceed to obtain guidance and updates from LPA on schedule, budget, design objectives and coordination needs.
- ◆ Attend up to two plan review and coordination meetings with LPA during the project.
- ◆ Attend up to 1 meeting with CBU to review drainage issues and design. Submit full-sized plan sets in hardcopy for reviews and 2 sets upon approval.
- ◆ Schedule, conduct and prepare minutes for a combined field check and Utility coordination meeting. Prepare minutes of meetings and distribute to attendees.
- ◆ Conduct meetings with other stakeholders (for example: businesses or homeowner's associations) as directed by LPA. *(Note that only two of these meetings are assumed.)* Prepare minutes of meetings and distribute to attendees if needed.
- ◆ Prepare and Conduct a Public Meeting. Prepare exhibits and a brief presentation for LPA review prior to the meeting. *A full public hearing is not expected to be required, though the opportunity for one may be advertised. A full Public Hearing would require an adjustment to this scope and fee proposal, and the LPA would likely wish to support this effort (collection of transcripts, etc. with their own resources to save money.*

LPA Plan, schedule and publish notices and invitations to public meetings.

LPA Assist in the planning and scheduling of stakeholder meetings.

Permitting

- ◆ Prepare Erosion Control Special Provision if needed.
- ◆ Complete an IDEM "Rule 5" Erosion Control Permit application and supporting documentation.

- ◆ Submit the Erosion Control Plan to Monroe County Soil and Water Conservation District for review.
- ◆ Publish Public Notice in Herald Times as required.
- ◆ Submit a Notice of Intent and Permit Fee to IDEM.

Quantity and Cost Estimates

- ◆ At field check plans, prepare a preliminary estimate based on the design information known, built around the major work items and using a contingency for smaller work for City planning purposes.
- ◆ Prepare Earthwork calculations.
- ◆ Show Earthwork notes on the plans and include totals in the project cost estimate. Include an Undistributed quantity of Common Excavation for Undercutting unsuitable materials that are found.
- ◆ Develop itemized list of pay items following the INDOT Standard Specifications.
- ◆ Prepare quantity estimates of features shown on plans. Show information where possible directly on the plan sheets in summary tables.
- ◆ Prepare cost estimates on INDOT website in the CES format.
- ◆ Prepare quantity notes in PDF explaining the computations of quantities on the project. Submit with Tracings.

INDOT-required Documentation and Certifications

- ◆ Prepare Abbreviated Engineer's Report per INDOT procedures.
- ◆ Prepare Commitments report.
- ◆ Prepare Contract Worksheet. Seek feedback from LPA prior to submittal to District.
- ◆ Prepare Quality Assurance Form
- ◆ Prepare Level 1 Criteria Checklist
- ◆ Prepare Geotechnical Review Certification
- ◆ Prepare Utility Certification
- ◆ Prepare Environmental Consultation Form
- ◆ Prepare Traffic Control Plan Checklist
- ◆ Prepare Transmittal Letters for Stage 3 and Tracings Submittals
- ◆ Obtain Railroad and Right of Way Certifications
- ◆ Prepare other forms as listed on current version of the INDOT Tracings Checklist

RIGHT OF WAY ENGINEERING AND ACQUISITION

- ◆ Prepare parcel Exhibit in the Form of a Plat No. 1 Sheet.
- ◆ Complete Title Search for each parcel needed.
- ◆ Prepare plat exhibits and legal descriptions showing locations and dimensions of needed permanent or temporary rights-of-way.
- ◆ Prepare Appraisal Problem Analyses for each parcel needed.
- ◆ Provide City Review set for approval of proposed right of way acquisitions.
- ◆ Stake parcels for needed right-of-way if requested.

Under this scope of work, the following tasks will need to be added by supplement once the City and INDOT have approved the proposed right of way:

- ◆ Conduct appraisals.
- ◆ Conduct review appraisals, where required.
- ◆ Obtain LPA and INDOT approval of parcel packets and appraisals.
- ◆ Conduct buying activities.
- ◆ Conduct closing activities.

BIDDING AND CONSTRUCTION SUPPORT TASKS

Bidding Phase

- ◆ Respond to questions from bidders if requested by INDOT.
- ◆ Prepare documentation for inclusion in an Addendum (by INDOT) if necessary.

INDOT Publish advertisement to bidders, receive, open and process bid packages.

Construction Phase

- ◆ Attend Preconstruction Meeting.
- ◆ Review shop drawing submittals from Contractor for Retaining Walls and Railings
- ◆ Respond to general questions about the design.
- ◆ Participate in identifying solutions in the event of unforeseen field conditions. *In the event of redesign due to unforeseen conditions, these would typically be added to the contract through a supplement, depending on the circumstances.*
- ◆ Participate in project walkthrough (punchlist preparation) inspection.

This scope does not include construction observation services, which are expected to be required by the INDOT as part of their typical federal-aid project requirements. This is expected to be contracted separately by the City.

PROJECT ADMINISTRATION AND MANAGEMENT TASKS

- ◆ Perform coordination and management tasks.
- ◆ Manage subconsultants. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process subconsultant invoices and other data.
- ◆ Develop Project Work Plan and maintain / revise as needed for life of the project.
- ◆ Prepare Progress Reports in format acceptable to LPA. Prepare the LPA's Quarterly Reports for the MPO and participate in quarterly meetings.
- ◆ Establish accounting controls with phased budget to monitor project performance.
- ◆ Prepare Invoices to LPA to include supporting documentation and cost records.

OTHER ASSUMPTIONS:

Environmental Hazards

The project area is not expected to have soil contamination or other environmental hazards. In the event that evidence or suspicion of contamination is found, additional services would be required to complete a Phase 1 or Phase 2 environmental review, and these services would need to be added to this agreement by supplement.

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and LPA-specific requirements, if applicable.
2. Copies of all written or emailed comments or views pertinent to the design effort that are received directly by the LPA as a response to early coordination, stakeholder meetings, public meetings or public notices.
3. Copies of any decisions or positions expressed by City staff relating to the project, if such decisions or comments are deemed important by the LPA for consideration by the Consultant.
4. Any available plans of existing site, utilities, and other facilities owned, maintained or documented by the LPA on its property.
5. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
6. Provide a representative authorized to review the project documents and make decisions on behalf of the LPA.

APPENDIX "C"

SCHEDULE:

No work under this Contract shall be performed by the CONSULTANT until the CONSULTANT receives a written notice to proceed from the LPA.

All work by the CONSULTANT under this Contract shall be completed and delivered to the LPA for review and approval within the approximate time periods shown in the following submission schedule:

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed with Preliminary Engineering and Design	May 1, 2017	Assumes approval by the BOPW on 3/21/17, with INDOT approval to follow.
Survey and Mapping Complete Geotechnical Investigation complete	June 15, 2017	
Stage I Plans	August 15, 2017	<i>Not Applicable if no Level 1 Design Exceptions</i>
Field Check / Stage II Plans	November 2017	
Field Check and Utility Coordination Meeting	December 2017	
Public Meeting	January 2018	
Final Environmental Document Approval	February 2018	INDOT Review Required
Right of Way Acquisition	March 2018 – March 2019	
Stage III Plans	June 21, 2019	INDOT/LPA Review Required
Tracings (100%)	August 5, 2019	
Ready for Contracts	September 4, 2019	
INDOT Letting	November 14, 2019	
Construction	2020	

APPENDIX "D"

COMPENSATION TO CONSULTANT:

This project is to be conducted on a LumpSum basis with an agreed Maximum Cost of **\$209,770**

For budget and general progress tracking, the lumpsum will be split into the following subcategories:

Survey and Mapping:	\$ 49,500
Geotechnical Report	\$ 10,330
Environmental Document:	\$ 11,565
Path and Site Design:	\$ 77,275
Structural Design:	\$ 1,700
Permit Coordination:	\$ 5,250
Utility Coordination:	\$ 8,165
Lighting Coordination:	\$ 7,500
Right of Way Engineering:	\$ 32,200 (Estimated Max., charged per parcel)
Bidding and Construction Support:	\$ 6,285

For the purposes of the fee estimate or potential supplement calculation, the following rates shall apply:

Project Manager	\$115/hour
Civil Engineer	\$90/hour
CADD Technician:	\$60/hour
Direct Expenses	At Cost
Subconsultants	At Cost
Mileage Reimbursement	Current INDOT Rate

PROJECT FEE ESTIMATE

for Bloomington Planning & Transportation Department

Bloomington Sidepath: Henderson Street

Des. No 1500384

3/13/2017

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Direct Expenses	Totals
Hourly Rate>	\$115	\$90	\$60	At Cost	At Cost	
PRELIMINARY ENGINEERING						
DATA COLLECTION & SITE RECONNAISSANCE						
Topo Survey, Parcel Research, RW and Parcel Boundaries / Route Survey Plat (VS Engr)	2			\$49,500		\$49,730
Survey Upload and Terrain Modeling			12			\$720
Identify/Draw referencing and Control for Plans	1		5			\$415
Site Recon, Survey Review, Pictures, Invntry Misc Features	10	10	6		\$180	\$2,590
Geotechnical Investigation / Report (Earth Exploration)	4		1	\$10,330		\$10,850
EARLY COORDINATION						
Prepare Mapping, Pictures, Description and Early Agency Coord Letters	12				\$65	\$1,445
Conduct early coordination with local stakeholders incl. CBU	4					\$460
Prepare Early Coord Letter/Exhibit for Utilities	4					\$460
Reconcile Utility Data with Survey	8		4			\$1,160
ENVIRONMENTAL DOCUMENT						
Complete Section 106 Minor Project determination, Submit to INDOT	12					\$1,380
Red Flag Investigation, Prepare Report, Initial Submittal to INDOT	16					\$1,840
Environmental Coordination & Study Report (<i>assume CE Level 2</i>)	60					\$6,900
DESIGN TASKS						
Title / Index / Legend / General Notes Sheets	6		6		\$100	\$1,150
Typical Cross Sections and Pavement Design Coordination	6		8			\$1,170
Construction Details (Miscellaneous and drainage related)	4		4			\$700
Plat No. 1	8		8			\$1,400
Maintenance of Traffic and Erosion Control						
MOT Design and Notes - Phasing and Detours as needed	28		20			\$4,420
Erosion Control Design	8	20	8			\$3,200
Plan and Profiles						
Plan setup, sheet preparation	10		24			\$2,590
Trail Design / Layout	24		20			\$3,960
Alternatives Preparation/Exhibits/Analysis	16		16			\$2,800
Horizontal and Vertical Alignment Design / ADA Review	18		18			\$3,150
Ditch and slope grades	8		6			\$1,280
Detailed spot grades at ramps	10		4			\$1,390
Street Crossing areas Islands, crosswalks, modifications at public roads	12		10			\$1,980
Misc. Design incl. Bus stop shelters and pads	6		4			\$930
Planting & Landscaping Plans, incl coord with Urban Forester	10		6			\$1,510
Right of Way Design	6		3			\$870
Retaining Wall Design (VS Engineering)	4		2	\$1,700		\$2,280
Drainage Design						
Inventory/Inspect Existing Structures	6				\$65	\$755
Review Drainage Conditions for Crossing Needs	6					\$690
Pipe Layout and Profiles	8	6	6			\$1,820
Structure Data / Pipe Material Sheet	8		3			\$1,100
Sign and Pavement Marking Plans, Summary Tables for Signs and Markings	10		6			\$1,510
Miscellaneous Summary of Quantities	10		4			\$1,390
Summary Table for Pavement Quantities	5		2			\$695
Cross Sections	36		50			\$7,140
Full Sized Plan Sets printing and Shipping	4				\$800	\$1,260
DESIGN SUPPORT AND PERMITTING TASKS						
Lighting Coordination (VS Engineering)	2			\$7,500		\$7,730
Utility Coordination	24		4		\$65	\$3,065
Field Check / Utility Coordination Meeting (assumed combined meeting with other projects)	4		1		\$80	\$600
Coordinate and Track Utility Relocations and Reimbursable Agremeents	24		2			\$2,880
Special Provisions - Recurring and Unique	8					\$920
Project Kickoff Meeting (assumes combined with other projects)	3				\$20	\$365
Coordination and Review meetings with P&T (assume 2)	12		1		\$65	\$1,505
Meeting with CBU / Design Approval / Plan Sets in hardcopy for reviews	18		6		\$225	\$2,655
Coordinate with County or its representatives for bridge review						\$0
Stakeholder Meetings (assume 2)	12				\$130	\$1,510
Prep and Conduct Public Meeting (assume 1 meeting)	12		2		\$150	\$1,650
Prepare Report/Provisions and Submit for IDEM Rule 5 Erosion Control Permit	4	40	2		\$150	\$4,330
Perform Early Coordination with IDNR	2	6			\$150	\$920
Prepare Application for IDNR Construction in a Floodway Permit (Not anticipated to be required)	0	0				\$0
Assemble Pay Item List and Quantities	5					\$575
Earthwork Computations	8		8			\$1,400
Cost Estimate in CES	4					\$460
Assembly Quantity Notes	4					\$460
Abbreviated Engineer's Report	5					\$575
Prepare All-Project Commitments Report / Coord with District	5					\$575
Prepare Contract Preparation Document Summary Worksheet, Include LPA in dates and damages	3					\$345
Prepare Quality Assurance Forms	2					\$230
Prepare Level One Criteria Checklist	2					\$230
Prepare Geotechnical Review Form	1					\$115
Prepare Utility Coordination Certification	2					\$230
Prepare Environmental Consultation Form	2					\$230
Prepare Traffic Control Plan Checklist	2					\$230
Prepare Stage 3 and Tracings Transmittal Letters	1					\$115
Prepare Railroad Certification	1					\$115
Obtain Right of Way Certification	1					\$115
Prepare Response to Stage 3 Comments as Annotated Stage 3 Markups	4					\$460
Assembly of ERMS Submittals to INDOT	6					\$690
Respond to INDOT Reviews/Resubmittal of Items	16		4			\$2,080
R/W ENGINEERING AND SERVICES (<i>Scope Based on Estimated 7 Parcels</i>)						
Title Searches - 20 year, T&E Reports and Updates (VS Engineering)	1			\$5,075		\$5,190
Prepare Plats and Legal Descriptions (VS Engineering)	4		1	\$18,900		\$19,420
Right of Way Staking (VS Engineering)	2		1	\$4,550		\$4,840
Appraisal Problem Analyses (VS Engineering)				\$1,575		\$1,575

PROJECT FEE ESTIMATE

Bloomington Sidepath: Henderson Street

for Bloomington Planning & Transportation Department

Des. No 1500384

3/13/2017

TASKS IN APPROXIMATE CHRONOLOGICAL ORDER	Senior Civil Engineer	Project Engineer	CADD Technician	Subconsultant Expenses	Direct Expenses	Totals
Hourly Rate>	\$115	\$90	\$60	At Cost	At Cost	
Right of Way Management	4			\$ 2,100		\$2,560
Appraisal—First— This to be added later by supplement						\$0
Appraisal—Second (if needed)— This to be added later by supplement						\$0
Buying/Negotiation— This to be added later by supplement						\$0
Closing— This to be added later by supplement						\$0
BIDDING AND CONSTRUCTION SUPPORT TASKS						
Respond to Bidder Questions	6					\$690
Addendum Assistance	4		4			\$700
Preconstruction Meeting	8				\$90	\$1,010
Review Submittals / Shop Drawings	4					\$460
Respond to Field Questions / Change Requests / General Support to Construction	20		4		\$130	\$2,670
Participate in Walkthrough/Punchlist Preparation	6				\$65	\$755
PROJECT ADMINISTRATION AND MANAGEMENT TASKS						
Manage / Review Subconsultants	9					\$1,035
Prepare and Monitor Project Workplan	12					\$1,380
Status Reports / Qtrly Updates and Meetings	6					\$690
Project Accounting Setup and Control / Invoicing	3					\$345
Total Hours:	698	82	306			TOTAL
Fee by Classification:	\$80,270	\$7,380	\$18,360	\$ 101,230	\$2,530	\$209,770

EAGLE RIDGE

Civil Engineering Services, LLC



Breakdown by Task			Breakdown by Firm		
Survey and Mapping	\$	49,500	Eagle Ridge (VBE)	\$	108,540
Geotechnical Report	\$	10,330	VS Engineering, Inc. (MBE/DBE)	\$	90,900
Environmental Document	\$	11,565	Earth Exploration	\$	10,330
Path and Site Design	\$	77,275	Other R/W Service Firms:	\$	-
Structural Design	\$	1,700			
Permit Coordination	\$	5,250	TOTAL:	\$	209,770
Utility Coordination	\$	8,165	DBE Utilization:		43.33%
Lighting Coordination	\$	7,500			
Right of Way Engineering	\$	32,200			
Bidding and Construction Support	\$	6,285			
TOTAL:	\$	209,770			



7770 West New York Street
Indianapolis, IN 46214-2988
317-273-1690 (FAX) 317-273-2250

2204 Yankee Street
Niles, MI 49120
269-262-4320 or 574-233-6820
(FAX) 269-262-4479

February 15, 2017

Mr. Brock Ridgway, P.E.
Eagle Ridge Civil Engineering Services, LLC
1321 Laurel Oak Drive
Avon, IN 46123

Re: Proposal for Professional Services
Geotechnical Evaluation
Henderson St. Sidepath Project
Bloomington, Indiana
EEI Proposal No. P1-17-130

Dear Brock:

Based on information provided by you in a request via electronic mail on February 7, 2017, we understand that sidewalks are planned to be reconstructed on the east side of Henderson Street from just south of Hillside Drive to Winslow Road for a total length of about 1 mile. The trail is anticipated to include a Portland cement concrete section, and the profile grade is planned to generally follow the existing grade (i.e., cut and fill at the profile generally less than 1 ft). In addition, we understand that a relatively small scale retaining wall is anticipated along the route.

Based on our experience in the area, the subsurface conditions are anticipated to consist of residual highly plastic clay underlain by rock at a relatively shallow depth. Given the conditions and risks associated with subgrade preparation, we understand that INDOT has requested an evaluation of the subgrade conditions anticipating traditional subgrade treatments and INDOT's standard sidewalk section to be included in the contract documents. Considering INDOT's current guidelines, we anticipate performing as many as six test borings to a depth of 5 ft each for the sidewalk and four to a depth of up to 15 ft in the area of the proposed retaining wall. The soil samples will be transported to our laboratory for traditional index testing in accordance with INDOT's expectations (e.g., Atterberg limit determinations, pH, grain size analysis, moisture content, and soluble sulfate content). Our services will be completed by preparation of a brief letter report that will include a summary of our field observations (i.e., via logs of test borings) and laboratory test results in addition to recommendations for preparation of the subgrade and design/construction recommendations for the retaining wall.

For the scope discussed above, we anticipate a not to exceed fee of \$10,330 in accordance with the unit rates in the attached Cost Estimate. We understand that two other projects may be performed concurrently with this project. If that is the case, the mobilization fees will be adjusted accordingly. We anticipate that the city will obtain any property owner access that is necessary. EEI will locate the borings from identifiable features and contact Indiana 811 for utility clearance.

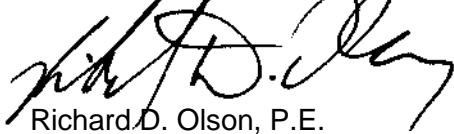
Mr. Brock Ridgway, P.E.
Eagle Ridge Civil Engineering Services, LLC
Henderson St. Sidepath - Bloomington, IN

February 15, 2017
Page 2

Thank you for the opportunity. We look forward to providing our services on this project. Should you have any questions or if you require additional information, feel free to contact us. As authorization to proceed, please sign below and return via electronic mail.

Sincerely,

EARTH EXPLORATION, INC.



Richard D. Olson, P.E.
President

Enclosure: Cost Estimate

ACCEPTANCE OF EEI PROPOSAL NO. P1-17-130

Accepted by (Signature): _____

Name (Printed): _____

Representing: _____

Date: _____

Cost Estimate

Henderson Street Sidepath Project

Bloomington, Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$260.00	\$260.00
b. CPT	ea	\$440.00	
c. Field and utility coordination	1 LS	\$330.00	\$330.00
d. Field coordination with property owners			
i. 1 - 10	LS	\$300.00	
ii. 11 - 25	LS	\$500.00	
iii. Over 25	LS	\$690.00	
e. Mileage	120 mi	\$3.40	\$408.00
2. Truck mounted borings with split spoon sampling	90 ft	\$18.50	\$1,665.00
3. Truck mounted borings with drilling fluid	ft	\$18.50	
4. Truck mounted core drilling	ft	\$38.00	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$36.40	
b. Bridge deck coring and restoration	ea	\$330.00	
6. Cone penetrometer testing			
a. Set up	ea	\$75.00	
b. Subsurface profiling	ft	\$11.90	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$91.00	
ii . Penetration	ft	\$14.20	
iii. Pore water dissipation test	hr	\$184.00	
iv. Hydraulic conductivity and consolidation	ea	\$70.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$15.23	
e. Sample	ea	\$22.00	
7. Hand or truck soundings	ft	\$11.60	
8. Hand auger drilling	ft	\$12.00	
9. Skid mounted borings with split spoon sampling	ft	\$29.00	
10. Skid mounted borings using drilling fluid	ft	\$29.00	
11. Skid mounted core drilling	ft	\$42.00	
12. Skid mounted boring through bedrock or boulders	ft	\$44.00	
13. Skid mounted soundings	ft	\$16.40	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$110.00	
b. Subsurface profiling	ft	\$17.30	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$108.00	
ii. Penetration	ft	\$20.00	
iii. Pore Water Dissipation Test	hr	\$216.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$83.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$23.50	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
e. Sample	ea	\$31.00	
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$5,600.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$140.00	
b. Non-navigable water barge set-up	ea	\$4,800.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,000.00	
b. Non-navigable water	ea	\$1,800.00	
18. Barge mounted borings with split spoon sampling	ft	\$32.00	
19. Barge mounted core drilling	ft	\$44.00	
20. Barge mounted boring through bedrock or boulders	ft	\$44.00	
21. Barge mounted soundings	ft	\$19.00	
22. Casing through water	ft	\$8.15	
23. Uncased sounding through water	ft	\$5.40	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	10 ea	\$40.00	\$400.00
b. Rock core borings	ea	\$116.00	
25. Additional 2-in. split spoon sampling	4 ea	\$20.00	\$80.00
26. 3-in. split spoon samples	ea	\$22.00	
27. 3-in. Shelby tube samples	2 ea	\$60.00	\$120.00
28. Bag samples			
a. 25-lb sample	ea	\$50.00	
b. 5-lb sample	ea	\$32.00	
29. Field vane shear test	ea	\$110.00	
30. 4½-in. cased hole	ft	\$12.00	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation	ft	\$14.07	
b. Piezometer installation up to 25 ft below surface	ea	\$245.00	
c. Piezometer installation deeper than 25 ft below surface	ea	\$270.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$120.00	
32. Geotechnical engineer	8 hr	\$115.00	\$920.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	8 ea	\$20.00	\$160.00
b. PVC slotted pipe	ft	\$5.60	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	10 ea	\$80.00	\$800.00
ii . CPT	ea	\$45.00	
b. More than 30 ft			
i. SPT	ft	\$6.30	
ii . CPT	ea	\$1.88	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
c. Pavement restoration	6 ea	\$40.00	\$240.00
36. Dozer rental		Actual Cost	
37. Traffic control			
a. Flag crew	day	\$700.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	1 day	\$800.00	\$800.00
38. Centerline surveying		Actual Cost	
Subtotal (Geotechnical Field)			\$6,183.00

GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	4 ea	\$48.00	\$192.00
40. Hydrometer analysis	4 ea	\$55.00	\$220.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$75.00	
b. Analysis by Using (AASHTO T-27)	ea	\$131.00	
42. Liquid limit	4 ea	\$33.00	\$132.00
43. Plastic limit & plasticity index	4 ea	\$24.00	\$96.00
44. Liquid Limit Ratio	ea	\$74.00	
45. pH test	4 ea	\$15.00	\$60.00
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$23.00	
b. Loss on Ignition Test (Sequential)	ea	\$51.00	
c. Organic content based on Clorimeter	ea	\$23.00	
47. Topsoil Tests			
a. Phosphorus tests	ea	\$20.00	
b. Potassium tests	ea	\$20.00	
48. Moisture Content Tests			
a. Moisture Content Test (Conventional)	36 ea	\$6.50	\$234.00
b. Moisture Content Test (Microwave)	ea	\$8.00	
49. Expansion Index of Soils	ea	\$230.00	
50. Specific Gravity Test	ea	\$35.00	
51. Unit weight determination	ea	\$17.00	
52. Hydraulic Conductivity Test			
a. Constant Head	ea	\$225.00	
b. Falling Head	ea	\$275.00	
53. a. Unconfined Compression Test	2 ea	\$44.00	\$88.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$110.00	
c. Point Load Strength Index of Rock	ea	\$42.00	
54. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$105.00	
b. Elastic Moduli of Intact Rock	ea	\$420.00	
55. Consolidation Test	ea	\$430.00	
56. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$336.00	

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
	b. Consolidated - Undrained (CU)	ea	\$500.00	
	c. Consolidated - Drained (CD)	ea	\$700.00	
	d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$242.00	
57	Direct Shear Test	ea	\$520.00	
58	Moisture-Density Relationship Test			
	a. Standard Proctor	ea	\$135.00	
	b. Modified Proctor	ea	\$147.00	
59	Soil Support Testing			
	a. California Bearing Ratio Test	ea	\$515.00	
	b. Subgrade Resilient Modulus	ea	\$600.00	
60	Collapse Potential Evaluation Test			
	a. Silty Soil (Loess)	ea	\$370.00	
	b. Cohesive or Expansive Soils	ea	\$441.00	
61	Water Soluble Sulfate Test	3 ea	\$100.00	\$300.00
62	Water Soluble Chloride Test	ea	\$100.00	
63	Soil Resistivity Test	ea	\$131.00	
64	a. Slake Durability Index Test	ea	\$122.00	
	b. Jar Slake Test	ea	\$13.00	
Subtotal (Geotechnical Laboratory)				\$1,322.00

GEOTECHNICAL ENGINEERING

65	Geotechnical profile and related work			
	a. Without soil subgrade drawings			
	First mile	LS	\$1,150.00	
	Each additional mile	mi	\$525.00	
	b. With soil subgrade drawings			
	First mile	LS	\$1,365.00	
	Each additional mile	mi	\$600.00	
	c. Soil subgrade drawings (only)			
	First mile	LS	\$350.00	
	Each additional mile	mi	\$220.00	
66	Geotechnical report			
	a. Without soil subgrade investigation			
	First mile	1 LS	\$1,660.00	\$1,660.00
	Each additional mile	mi	\$700.00	
	b. With soil subgrade investigation			
	First mile	LS	\$1,900.00	
	Each additional mile	mi	\$800.00	
	c. Soil subgrade investigation (only)			
	First mile	LS	\$600.00	
	Each additional mile	mi	\$360.00	
67	Settlement analysis and recommendations for embankment			
	a. Proposed embankment	ea	\$495.00	
	b. Proposed and existing embankment	ea	\$550.00	
68	Ground modification design	ea	\$1,450.00	
69	Slope stability analysis			

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. C, \emptyset or C & \emptyset analysis	ea	\$770.00	
b. Corrective measures	ea	\$770.00	
c. Stage construction corrective method	ea	\$1,340.00	
70 Bridge foundation analysis and recommendations			
a. Shallow foundation	ea	\$475.00	
b. Deep foundation			
i. Deep foundation analyses	ea	\$840.00	
ii. Wave equation analyses	ea	\$325.00	
iii. Liquefaction analysis	ea	\$260.00	
iv. Group - 3D analysis	ea	\$420.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$380.00	
ii. Embankment plus pier	ea	\$420.00	
iii. Embankment plus pier plus all other loads	ea	\$485.00	
d. Foundation on bedrock	ea	\$370.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	1 ea	\$860.00	\$860.00
ii. Deep foundation	ea	\$1,130.00	
iii. Settlement analysis for retaining wall foundation	ea	\$370.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,000.00	
ii. Retaining structure with tie-back system	ea	\$1,450.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,025.00	
ii. Retaining structure with tie-back system	ea	\$1,470.00	
d. Soil nailing wall analysis	ea	\$990.00	
72 Seepage analysis	ea	\$1,400.00	
73 Deep dynamic compaction analysis	ea	\$1,400.00	
Subtotal (Geotechnical Engineering)			\$2,520.00

CONSTRUCTION INSPECTION AND MONITORING

74 Pressuremeter testing services	day	\$1,600.00	
75 Mobilization of testing equipment	LS	\$160.00	
76 a. Monitoring geotechnical instrumentation	hr	\$75.00	
b. Field Inspector	hr	\$75.00	
77 Integrity testing		Actual Cost	
78 Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$75.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$75.00	
79 Dynamic pile analysis	ea	\$1,025.00	
80 Static load test	ea	\$1,025.00	
81 Dynamic pile load test		Actual Cost	
82 CAPWAP-C analysis	ea	\$480.00	
83 Final construction inspection report	ea	\$925.00	

Subtotal (Construction Inspection and Monitoring)

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS</u>			
84 a. Surface test/Pier or foundation		Actual Cost	
b. Borehole test/Pier or foundation		Actual Cost	
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations		Actual Cost	
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86 Project Management			
a. Project Coordination	mi	\$1,620.00	
b. Project Website	LS	\$3,420.00	
87 Geotechnical Review			
a. Structure Report	ea	\$325.00	
b. Roadway Report	mi	\$275.00	
Subtotal (Non-Destructive, Geophysical and Project Management)			
<u>PAVEMENT INVESTIGATION</u>			
1. Mobilization of coring equipment	LS	\$200.00	
2. Mobilization mileage for coring equipment	mi	\$1.85	
3. Pavement core (partial depth)	ea	\$125.00	
4. Pavement core (full depth)	ea	\$190.00	
5. Sub-base sample	ea	\$60.00	
6. Cement concrete pavement core density determination	ea	\$33.00	
7. Cement concrete core compressive strength test	ea	\$31.50	
8. Bituminous extraction test	ea	\$84.00	
9. Sieve analysis of extracted aggregate test	ea	\$56.00	
10. Recovery of asphalt from solution by Abson method	ea	\$350.00	
11. Theoretical maximum specific gravity test	ea	\$70.00	
12. Bulk specific gravity test	ea	\$30.00	
13. Air voids calculation	ea	\$28.00	
14. Core report for partial depth core	ea	\$34.00	
15. Core report for full depth core	ea	\$42.00	
16. Pavement analysis and report	ea	\$770.00	
Subtotal (Pavement Investigation)			
<u>Summary of Fees</u>			
Geotechnical Field		\$6,183.00	
Geotechnical Laboratory		\$1,322.00	
Geotechnical Engineering		\$2,520.00	
Construction Inspection and Monitoring			
Non-Destructive, Geophysical and Project Management			
Pavement Investigation			
Geotechnical Total		\$10,025.00	
Pavement Design			
Estimated Total		\$10,025.00	



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

SCOPE OF SERVICES

Date of Proposal: February 16, 2017

Project Description: Bloomington Sidepaths – Henderson Street
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified in the attached Fee Justification (see Attachment No. 2.)

Field Surveying Services

BASIC SERVICES

A. VS shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. VS shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. VS shall prepare and record a Location Control Route Survey. VS work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:

1. I.C. 25-21.5,
2. 865 I.A.C. 1-12, and
3. Survey Manual

B. Electronic files including the following shall be prepared and submitted by VS as directed by client:

1. Finished plan view of topographic survey in AutoCAD Civil 3D .dwg
2. 1-foot contours in AutoCAD Civil 3D .dwg format
3. TIN used to create contours as derived from .xml format and AutoCAD Civil 3D .dwg format
4. Electronic points file in .txt format.
5. Location Control Route Survey Plat in .pdf format.
6. Survey Book in .pdf format.

- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the Location Control Route Survey and the survey book submitted. In addition, VS shall complete the field survey as summarized below and as directed by the Client. The project area to be field surveyed is described as follows:

Survey Limits (See Attachment No. 1)

Henderson Street

Beginning at the centerline of Hillside Drive survey south 5,300 feet to the centerline of Winslow Drive. The width of survey will be from the west edge of pavement to 50 feet beyond the east edge of pavement except in the following areas;

- The intersection of Henderson Street and Thornton Drive
- The intersection of Henderson Street and Miller Drive
- The intersection of Henderson Street and North Drive/Summit View Place
- The intersection of Henderson Street and South Drive/Wylie Farm Road
- The intersection of Henderson Street and Graham Drive

In the above referenced areas in addition to the normal survey limits the width of survey shall include 50 feet beyond the west edge of pavement 50 feet north and south of the referenced intersections.

Total survey includes approximately 5,300 lineal feet of roadway.

- D. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. VS shall provide a listing of all property information, deeds, plats, and maps.
- E. Send out survey notices together to all property owners within the project area. All survey notices and questionnaires shall be approved by The City of Bloomington prior to distribution.
- F. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Monroe County Zone of the Indiana Geospatial Coordinate System will be used.
- G. Reference horizontal control and include references in the Location Control Route Survey Plat
- H. Establish on-site elevation using NGS, DNR, Monroe County Surveyor's benchmarks, or the Online Positioning User Service (OPUS). Set temporary bench marks within the project limits such that elevation datum can be re-established during construction.
- I. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.

- J. Re-establish existing roadway alignments from plans for previous projects.
- K. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.
- L. Coordinate with all utility companies to locate and mark their utilities in field. VS shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). VS shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, VS shall provide a listing of all utilities and all information available for that utility including address and telephone number.
- M. Perform design survey in sufficient detail to obtain topographic data, buildings and/or building corners even if further than 50 feet outside of the project limits but no more than 100 feet, walls, walks, signs, vaults, and natural and man made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size, except in heavily wooded areas.
- N. Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- O. Indicate spot elevations at all breaks in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- P. Provide a listing of all symbols, notations and legends used in the field survey. VS shall furnish all field survey information collected on electronic media. VS shall also prepare master drawings (1-foot contours) from data collected in topographic survey using Civil 3D and shall submit in electronic format. VS shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. VS shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.
- Q. Prepare and record a Location Control Route Survey Plat depicting existing alignments and right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

Attachment No. 1



Bloomington Sidepaths – Henderson Street

 Mainline Survey

**PROJECT: Bloomington Sidepaths - Henderson Street
Bloomington, IN**

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	2	1		
Subdivision Plats			2	
Owners Names and Addresses			2	
Mailings			2	
Deeds			8	
Section Corner Ties			2	
Plans			3	
Surveys		2		
Utility Coordination				
Locate Tickets			2	
Follow - Up Verification		2		
Vertical Control				
Bench Level Circuit	4	28	28	
Horizontal Control				
Main Line Traverse	4	12	12	
Section Corner & Alignment Recon		10	10	
Property Corner Reconnaissance		16	16	
Topography / Elevations				
Mainline	4	60	60	
Structures & Misc. Details		16	16	
Route Survey & Field Book Preparation				
Alignment Calculation	10		4	
Property Line Determination			24	
Topography (CAD Drawing)	4		24	
Set Alignment and Reference		2	2	
Field Check		6	6	
Route Survey	6		18	
Field Book	4		8	
Travel				
Travel Time		65	65	
Total Hours	38	220	314	572
Average Weighted Hourly Rate	\$ 133.43	\$ 94.94	\$ 70.04	
Total Salary Cost	\$ 5,070.34	\$ 20,886.80	\$ 21,992.56	\$ 47,949.70
Direct Cost (See below)				\$ 1,640.00
Total				\$ 49,589.70
Engineering Survey Fee				\$ 49,500.00

DIRECT COSTS	UNIT COST	QUANTITY	COST
Travel Mileage	\$0.38/mile	3000	\$ 1,140.00
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Reproductions/Copies/Materials/Postage	LS	1	\$ 500.00
TOTAL			\$ 1,640.00



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

SCOPE OF SERVICES

Date of Proposal: February 24, 2017

Project Description: Bloomington Sidepaths – Henderson Road
Structural Engineering Design & Detail Proposal

VS Engineering, Inc. (VS) shall provide structural engineering services and practical design solutions for an efficient and seamless construction.

Structural Engineering Services

Results/Deliverables

VS Engineering Inc. will provide structural contract plans and documentation inherent to the construction of structural elements for the Bloomington Trails project:

- Draft Design Plans
- Final Design Plans Stamped by a Professional Engineer
- Quantity Calculations
- Cost Estimate
- Quality Assurance Form
- Special Provisions

Activities

VS Engineering will develop the Final Contract Documents for the City of Bloomington. Designs will in accordance with AASHTO Load and Resistance Factored Design, 2012. Activities are as follows:

- Preparation of Preliminary & Final Structural Plans
 - Modular Block Wall Details
- Preparation of other Submission Documents
 - Quantity Calculations
 - QA Review
 - Cost Estimates
 - Special Provisions



VS ENGINEERING, INC.
Civil • Structural • Transportation • Environmental

BRIDGE DESIGN AND PLANS

MAN-HOUR JUSTIFICATION Bloomington Trails Structural Design Proposal Bloomington, IN

DESCRIPTION	Project Manager II	Project Manager I	Engineer I	CAD Technician II	CAD Technician I	Total
STRUCTURAL DESIGN						
Modular Block Wall Layout	0	2	8	0	0	10
STRUCTURAL DETAILS						
Modular Block Wall Layout	0	0	1	8	0	9
TOTAL HOURS	0	2	9	8	0	19
HOURLY RATE	\$200.73	\$142.38	\$86.87	\$89.53	\$70.38	
DIRECT SALARY COST	\$0.00	\$284.76	\$781.83	\$716.24	\$0.00	\$1,782.83

OTHER DIRECT COSTS

UNIT COST

UNIT

QUANTITY

COST

none

TOTAL of OTHER DIRECT COSTS

\$0.00

TOTAL FOR ALL THREE PHASES

\$1,782.83

LUMP SUM FEE TOTAL TO USE

\$ 1,700.00

Intersection Lighting Coordination Services

Anticipated Work Elements for Intersection Lighting Coordination Services

Project Description:

The proposed multi-use path project along South Henderson Street begins from 200 ft. south of Brandon Street and ends at 150 ft. south of East Hillside Drive. The total project length will be approximately 4,590 linear feet. This project consists of seven (7) at-grade intersections with Henderson Street where lighting coordination services required. Henderson Street intersects with Brandon Ct., Graham Dr., South Dr./Wylie Farm Rd., North Dr., E. Miller Dr., E. Moody Dr., and Thornton Drive. The proposed multi-use path project is a federally funded. The light standard installation project will be completed prior to multi-use path project by the City of Bloomington.

Intent of Scope-of-work:

The intent of this scope-of-work for the VS Engineering, Inc. (VSE) is as follows:

1. Meet City officials and obtain Duke information, lighting needs, existing roadway and lighting related information
2. Obtain and review preliminary design plans for the multi-use path in-conjunction with intersection lighting. Review, prepare, and set-up the field investigation
3. Conduct field investigation with the City and Duke to determine the existing light standard condition, Service point location, and possible conflicts due to proposed multi-use path at the specified intersections
4. Identify the location of additional and/or relocation of light standard. Provide design data to Duke to provide design, cost estimates and work order
5. Review lighting design plans and computations as prepared by the Duke per design data and City's needs. Provide review comments and re-review as needed
6. Coordinate with City and Duke for City to enter Service agreements for installation and maintenance of additional lighting by Duke
7. Obtain and review lighting installation schedule from Duke with begin and end construction
8. Field visit (2 max.) to track Duke's progress on lighting installation to ensure that installation completed before the multi-use path project let

Assumption: Duke owns the existing facilities at the specified location and will perform the lighting illumination design with computations and specifications per City's need.

Des No: 1500382

Project: Henderson Street from Brandon Court to Hillside Drive, City of Bloomington, IN

Duke will install light standards, circuits, service point. The Duke services will be paid by City under a standard agreement

Des No: 1500382

Project: Henderson Street from Brandon Court to Hillside Drive, City of Bloomington, IN

Nos. of Intersections: 7 Each

**MANHOURS AND FEE JUSTIFICATION
INTERSECTION LIGHTING COORDINATION SERVICES**

DESCRIPTION	MANHOURS CLASSIFICATION				
	Project Manager II	Project Manager I	Engineer III	CAD Tech. II	TOTAL HOURS
Meet City officials and obtain Duke information, lighting needs, existing roadway and lighting related information	2	2			4
Obtain and review preliminary design plans for the multi-use path in-conjunction with intersection lighting. Review, prepare, and set-up the field investigation	1	1	4		6
Conduct field investigation with the City and Duke to determine the existing light standard condition, Service point location, and possible conflicts due to proposed multi-use path at the specified intersections		5	5		10
Identify the location of additional and/or relocation of light standard. Provide design data to Duke to provide design, cost estimates and work order		2	2		4
Review lighting design plans and computations as prepared by the Duke per design data and City's needs. Provide review comments and re-review as needed	2	6	8		16
Coordinate with City and Duke for City to enter Service agreements for installation and maintenance of additional lighting by Duke	1	4			5
Obtain and review lighting installation schedule from Duke with begin and end construction			1		1
Field visit (2 max.) to track Duke's progress on lighting installation to ensure that installation completed before the multi-use path project let			8		8
TOTAL HOURS	6	20	28	0	54
AVERAGE WEIGHTED HOURLY RATE	\$219.09	\$151.69	\$113.25	\$89.01	
DIRECT SALARY COST	\$1,314.54	\$3,033.80	\$3,171.00	\$0.00	\$7,519.34
OTHER DIRECT COST	<div> <div>UNIT COST</div> <div>MILES</div> <div>COST</div> </div>				
Travel (2 Trip to City and 4 Trip on Site)	<div> <div>\$0.50</div> <div>30.00</div> <div>\$15.00</div> </div>				
LIGHTING COORDINATION FEE TOTAL					\$7,534.34
<u>LUMP SUM FEE TOTAL - LIGHTING COORDINATION</u>					<u>\$7,500.00</u>



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT PROPOSAL

Page 1 of 2

Date of Proposal: February 16, 2017

Project Description: Bloomington Sidepaths – Henderson Street
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide 12.2 Title Research and 11.1 Right-of-way Plan Development services for the above referenced project (See Attachment No. 1) for the fees defined below.

Services to be provided by VS are limited to the following:

Title Research Services

- A. Conduct 20 year search of chain of title and prepare T&E Reports in accordance with the INDOT 12.2 Classification Requirements.
- B. Prepare Title Updates for T&E Reports in accordance with the INDOT 12.2 Classification Requirements.

Right-of-way Plan Development Services

- A. Prepare final right-of-way plans, legal descriptions, right-of-way parcel plats, acquisition instruments and other materials to be used in the acquisition of right-of-way, and maintain LRS in accordance with the INDOT 11.1 Classification Requirements, INDOT Right-of-way Engineering Procedure Manual, and 865 I.A.C. 1-12.

Right-of-way Staking

- A. Stake the proposed Right-of-way at all Design Bend Points and at Property Lines with a 12 inch hub and lathe in earthen areas and with 3 Mag Nail in pavement areas unless directed otherwise.

Additional work or, variance from the above services set can be addressed via an addendum to this proposal.

Information and Services to be Furnished to VS:

- A. One (1) full size .pdf set of Design R/W Plans including (*a minimum of*) the Title Sheet, Index Sheet, Recorded Location Control Route Survey Plat, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets.
- B. Electronic files of Design R/W Plans including (*a minimum of*) the Title Sheet, Index Sheet, Plat 1, Typical Cross Sections Sheets, Plan and Profile Sheets, Construction Detail Sheets, and Approach Tables Sheets in AutoCAD .dwg or .dxf format.



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

Bloomington Sidepaths – Henderson Street

Page 2 of 2

TITLE RESEARCH AND RIGHT-OF-WAY PLAN DEVELOPMENT SERVICES:

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
T&E Reports (Permanent Taking)	\$475.00	Per each State Tax Id. Number Researched
T&E Reports (Temporary Taking)	\$275.00	Per each State Tax Id. Number Researched
Title Updates	\$250.00	Per each State Tax Id. Number Researched
Right-of-way Engineering (Permanent)	\$2,700.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Perm.)	\$2,475.00*	Any Additional Parcel of the Same Owner
Right-of-way Engineering (Temporary)	\$2,450.00	Owner(s) Initial Parcel
Addn. Right-of-way Engineering (Temp.)	\$2,250.00*	Any Additional Parcel of the Same Owner
Additional Description (Perm. or Temp.)	\$700.00**	Additional Legal Description(s)
Right-of-way Staking***	\$650.00	Owner(s) Initial Parcel
Addn. Right-of-way Staking***	\$450.00*	Any Additional Parcel of the Same Owner
Eliminate Parcel Due to No Take	\$675.00	Eliminate Parcel Once Created in LRS
Revision to Any Parcel	\$1,350.00	Revision Due to Design Change or Owner Change

* Initial parcel of the owner(s) land will be invoiced per the defined initial unit fee. Any additional parcels (adjoining or not adjoining having a different Tax Id. Number than that of the owner(s) initial parcel) of the same owner(s) will be invoiced per the additional parcel fee on a per each basis.

** Fees are based upon the preparation of (1) Permanent or (1) Temporary legal description per State Tax Id. Number. Any additional description required which result in multiple descriptions within the State Tax Id. Number will be invoiced per the additional description fee on a per each basis.

*** Right-of-way Staking for utilities will be invoiced at the same rate as defined for RW Plan Development and will be invoiced on a per each basis for as many times as staking and re-staking occurs.

ESTIMATED FEE (12 Parcels (Owners) – 12 State Tax Ids.):

(Total fee to be increased or decreased upon determination of exact number of tax ids. and parcels)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>
T&E Reports (Permanent)	\$475.00	12	\$5,700.00
Title Updates	\$250.00	12	\$3,000.00
R/W Engineering (Permanent)	\$2,700.00	12	\$32,400.00
R/W Staking	\$650.00	12	\$7,800.00

TOTAL \$48,900.00

These tasks/totals were adjusted to an assumed 7 parcels in the overall proposal.



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

SCOPE OF SERVICES

Date: February 15, 2017

Project Description: Bloomington Sidepaths – Henderson Street
Bloomington, Indiana

VS ENGINEERING, INC. (VS) shall provide field surveying services for the above referenced project. VS shall furnish all labor, materials, and equipment to perform the surveying services described below for the fee identified below.

Right of Way Management Services

BASIC SERVICES

- A. VS shall include all processes, procedures, observations, data entry into LRS and management of all services needed to complete the right of way management required for each identified parcel.

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
Right of Way Management	\$300.00*	Per each identified parcel

*This rate has been deduced from the current INDOT Real Estate Services Fee Schedule for the current task at hand. Not included in this rate are 12.3 Waiver Valuation, 12.4 Appraisal, 12.5 Reviews, 12.6 Negotiations and 12.7 Closing. Per our current scope these services will be supplemented at a later date.

Appraisal Services

BASIC SERVICES

- B. VS shall include all processes, procedures and observations to complete an APA per scope of work assignment based on Federal Highway Administration rules and regulations and the INDOT Appraisal Manual including and not limited to current photo of the subject property and approximate area of taking (3.5 x 5" minimum photo size), aerial of the site, engineer's parcel plat, area computation sheet, estimated setback of improvements on damaged properties, electronic copies of reports, Notice of Owner Letter, one original report and 2 copies for each identified parcel.

<u>Task</u>	<u>Rate</u>	<u>Comment</u>
Appraisal Problem Analysis (APA)	\$225.00*	Per each identified parcel

*This rate has been deduced from the current INDOT Real Estate Services Fee Schedule for the current task at hand. Not included in this rate are 12.3 Waiver Valuation, 12.4 Appraisal,



VS ENGINEERING, INC.

Civil • Structural • Transportation • Environmental

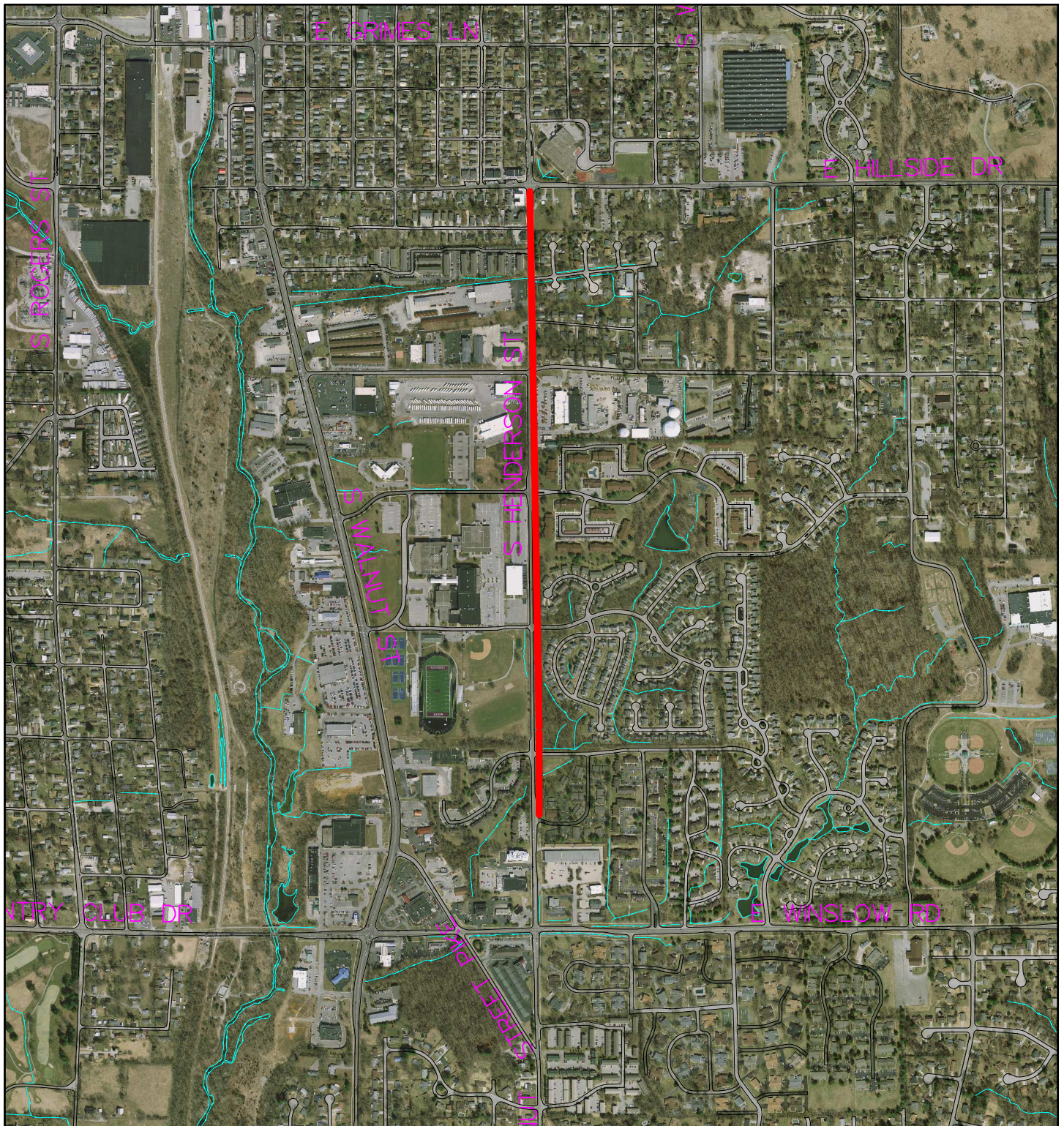
12.5 Reviews, 12.6 Negotiations and 12.7 Closing. Per our current scope these services will be supplemented at a later date.

ESTIMATED TOTAL FEE:

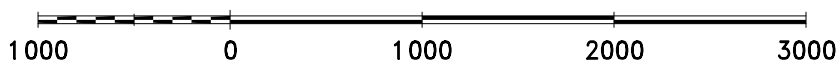
(Total fee to be increased or decreased upon determination of exact number of parcels)

<u>Task</u>	<u>Rate</u>	<u>Quantity</u>	<u>Fee</u>
Right of Way Management	\$300.00	12	\$3,600.00
Appraisal Problem Analysis	\$225.00	12	\$2,700.00
TOTAL			\$6,300.00

These tasks/totals were adjusted to an assumed 7 parcels in the overall proposal.



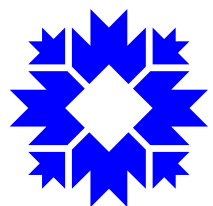
By: smithc
10 Nov 16



For reference only; map information NOT warranted.



City of Bloomington
Public Works



Scale: 1" = 1000'



Board of Public Works Staff Report

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

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Project Engineer

Date: 03/21/2017

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

Shrewsberry and Associates is under contract to design this project with an existing total contract amount of \$24,650. This supplement will add subsurface utility engineering services in order to more precisely locate underground utilities. These services are being added to facilitate design of necessary changes to the drainage facilities. The fee for these additional services is set at \$4,570. The current design contract includes right of way services that staff expects will not be necessary. As a result, this supplement will not require additional funding because the total contract fee is expected to stay within the not-to-exceed amount of the existing contract.

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

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

ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
SHREWSBERRY & ASSOCIATES ("Consultant")

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

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

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

CITY OF BLOOMINGTON

CONSULTANT

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

Date: _____

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

Date: _____

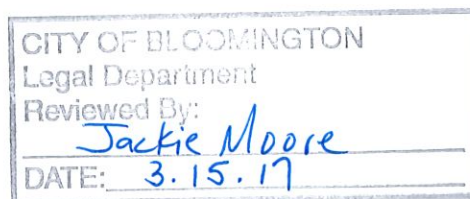
By: _____
Philippa M. Guthrie, Corporation Counsel

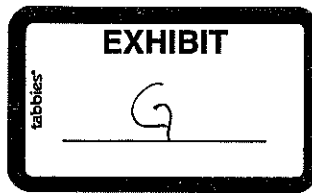
Date: _____

By: _____

Name and Title

Date: _____





Expanded Scope of Services

A. Subsurface Utility Engineering (SUE)

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

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

1. General

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

2. Locating Services

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

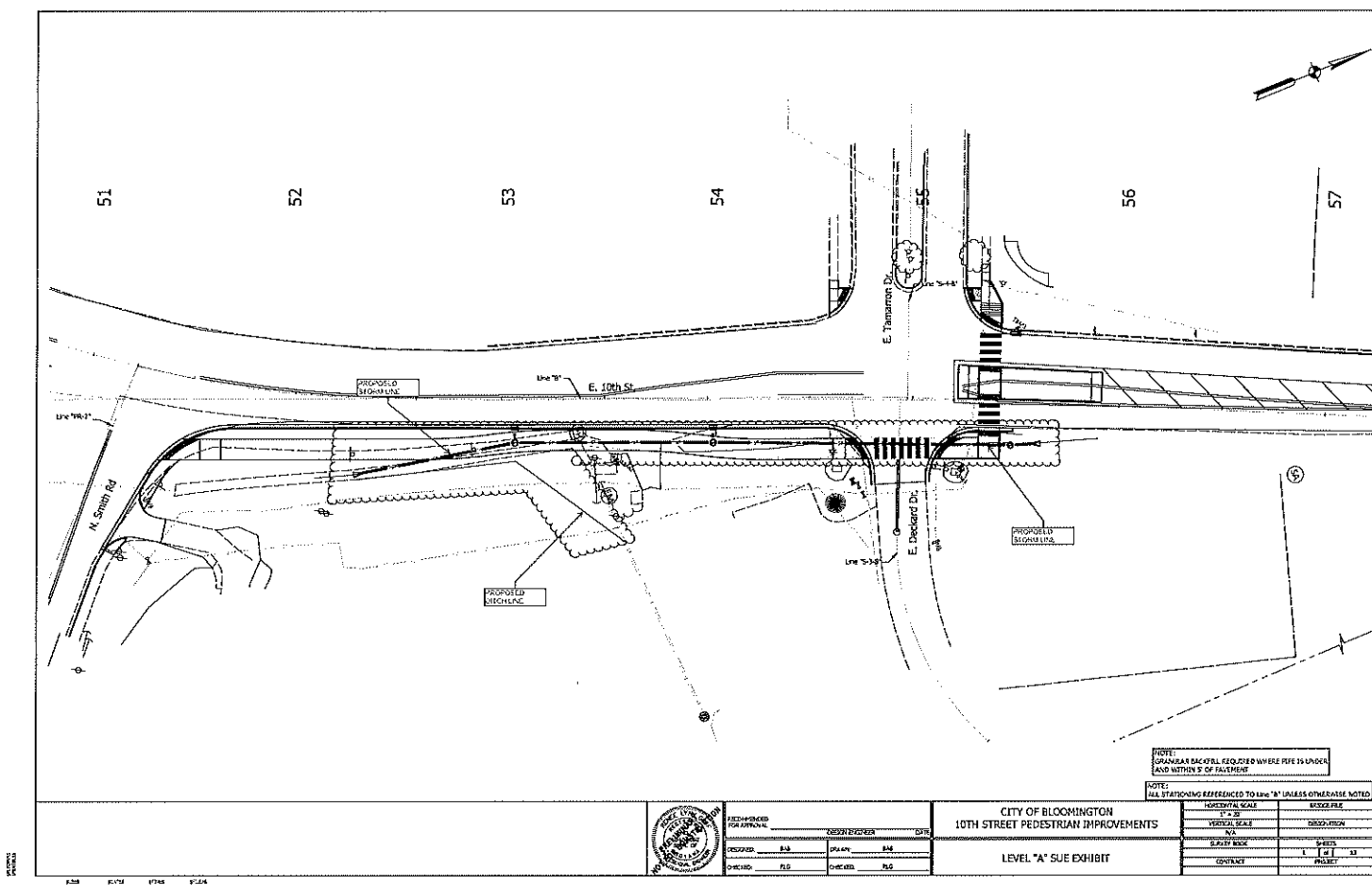
- viii. Evaluate and compare obtained information with utility information described in utility records and resolve conflicts.
- ix. Compile information using surveyor's automated systems and quality assurance procedures. Such information shall be formatted and presented on the Contractor's Utility Form.

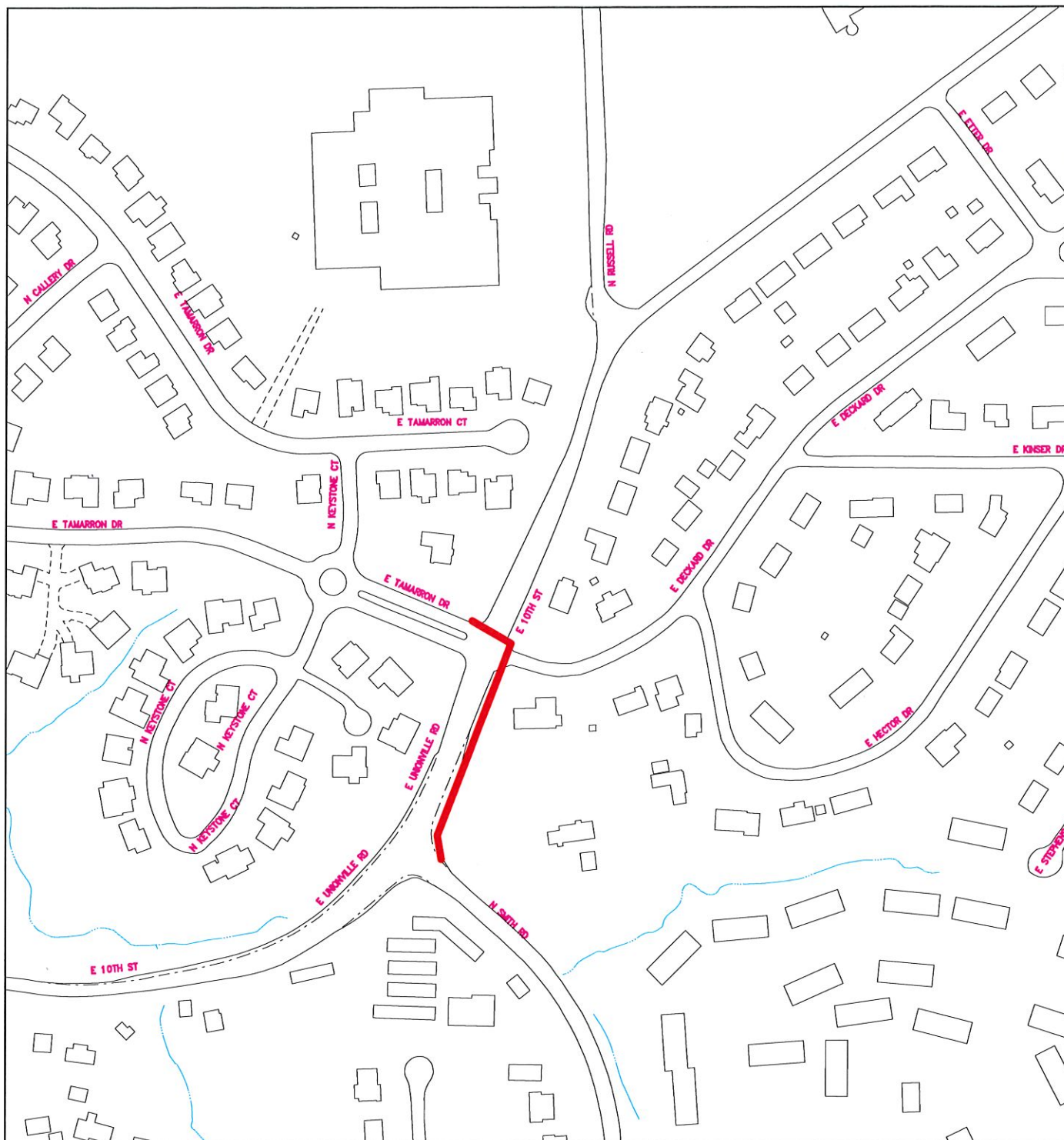
3. Design Plans

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

10th Street Sidewalk Extension SUE

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





E 10th (Smith to Deckard) Project Location

By: koppern
24 May 16



For reference only; map information NOT warranted.

City of Bloomington
Planning & Transportation



Scale: 1" = 250'





Board of Public Works Staff Report

Project/Event: Extend Contract Agreement for De-icing Salt

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: March 21, 2017

Per the 2016-17 Contract Agreement with Cargill Deicing Technology, Cargill has agreed to extend our contract on same terms and conditions for 2017-18.

☒ **Cargill Deicing Technology**

8,000 Tons	\$ 79.94	\$ 639,520
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Staff recommends to extend the contract with Cargill Deicing Technology for 2017-18.

Recommend ☒ **Approval by Joe VanDeventer**



Deicing Technology Business
24950 Country Club Blvd, Suite 450
North Olmsted, OH 44070

March 15, 2017

Dear Mr. Vandeveter,

Thank you for your previous business, Cargill Deicing Technology values the partnership we have had and service we have been able to provide to you. Cargill would like to renew your business for the 2017/2018 winter season for ClearLane®.

In considering the above, Cargill would like to offer the following renewal option, utilizing the same terms and conditions stated below:

Price for 2017/18 season: \$79.94 per ton

Tonnage for 2017/2018: 8,000 tons ClearLane®

After you have reviewed this information, please respond back to this offer by, March 24, 2017. We appreciate our partnership with The City of Bloomington and look forward to working with you again this upcoming winter season.

Sincerely,

Accepted By: **City of Bloomington**

Tony DiPietro

Signature: _____

Strategic Account Manager
Cargill Deicing Technology

Name: _____
Date: _____



Board of Public Works Claim Register

Invoice Date Range 03/14/17 - 03/24/17

Vendor	Invoice Description	Payment Date	Invoice Amount
Fund 101 - General Fund			
Department 01 - Animal Shelter			
Program 010000 - Main			
Account 43430 - Animal Adoption Fees			
Stephanie Phillips	01-Phillips-refund adoption fee-canine	03/24/2017	75.00
Monica Tallent	01-Tallent-refund adoption fee-canine	03/24/2017	75.00
	Account 43430 - Animal Adoption Fees Totals	2	<u>\$150.00</u>
Account 52110 - Office Supplies			
8002 - Safeguard Business Systems, INC	01-envelopes-500	03/24/2017	85.17
5103 - Staples Contract & Commercial, INC	01-pens, folders, sign holder	03/24/2017	125.76
	Account 52110 - Office Supplies Totals	2	<u>\$210.93</u>
Account 52210 - Institutional Supplies			
313 - Fastenal Company	01-tissues, squeegees, trash liners	03/24/2017	204.56
313 - Fastenal Company	01-trash can liners, broom	03/24/2017	48.81
313 - Fastenal Company	01-laundry soap, glass cleaner	03/24/2017	92.43
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy food-2/24/17	03/24/2017	214.80
4586 - Hill's Pet Nutrition Sales, INC	01-prescription feline food-2/24/17	03/24/2017	26.20
4586 - Hill's Pet Nutrition Sales, INC	01-feline food-3/3/17	03/24/2017	45.48
4574 - John Deere Financial (Rural King)	01-bleach-24 gal.-3/7/17	03/24/2017	28.56
4574 - John Deere Financial (Rural King)	01-cat litter-50 40 lb bags-3/1/17	03/24/2017	274.50
4574 - John Deere Financial (Rural King)	01-hair trimmer-2/28/17	03/24/2017	9.99
4574 - John Deere Financial (Rural King)	01-bleach-24 1 gallon containers-2/10/17	03/24/2017	28.56
4574 - John Deere Financial (Rural King)	01-1 pair of boots-black PVC plain toe	03/24/2017	10.99
4633 - Midwest Veterinary Supply, INC	01-anti inflammatory	03/24/2017	62.25
4633 - Midwest Veterinary Supply, INC	01-sanitizer	03/24/2017	136.00
4633 - Midwest Veterinary Supply, INC	01-antibiotics, syringes	03/24/2017	307.36
4633 - Midwest Veterinary Supply, INC	01-ID bands	03/24/2017	30.39
4633 - Midwest Veterinary Supply, INC	01-antibiotics, needles-3/6/17	03/24/2017	166.61
4137 - Patterson Veterinary Supply, INC	01-antibiotics, vet diagnostics	03/24/2017	270.03
15531 - T & T Feed & Seed, INC	01-rat food	03/24/2017	27.98
4666 - Zoetis, INC	01-antibiotics	03/24/2017	265.62
	Account 52210 - Institutional Supplies Totals	19	<u>\$2,251.12</u>
Account 52340 - Other Repairs and Maintenance			
394 - Kleindorfer Hardware & Variety	01-WD40, shut off valve, control nozzle	03/24/2017	23.26
5103 - Staples Contract & Commercial, INC	01-adjustable keyboard holders	03/24/2017	169.99
5103 - Staples Contract & Commercial, INC	01-office chair	03/24/2017	238.42
	Account 52340 - Other Repairs and Maintenance Totals	3	<u>\$431.67</u>

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 52430 - Uniforms and Tools			
54558 - The Uniform House, INC	01-scrubs-mock wrap top-2/7/17	03/24/2017	93.75
54558 - The Uniform House, INC	01-scrubs-poplin tunic-1/31/17	03/24/2017	15.91
54558 - The Uniform House, INC	01-scrubs-v-neck print tops-2/7/17	03/24/2017	54.08
54558 - The Uniform House, INC	01-scrubs-solid tunic, v-neck top-2/7/17	03/24/2017	89.90
54558 - The Uniform House, INC	01-scrub-v-neck top-2/18/17	03/24/2017	20.00
54558 - The Uniform House, INC	01-scrubs-v-neck top, poplin tunic, stretch twill top-2/7/17	03/24/2017	99.23
54558 - The Uniform House, INC	01-scrubs-poplin top, solid tunic, knit tee-2/7/17	03/24/2017	95.75
54558 - The Uniform House, INC	01-scrubs-solid tunic, print top, wrap print top-2/7/17	03/24/2017	54.13
54558 - The Uniform House, INC	01-scrubs-v-neck scrub top-2/13/17	03/24/2017	39.00
54558 - The Uniform House, INC	01-scrubs-v-neck top-2/7/17	03/24/2017	48.80
54558 - The Uniform House, INC	01-scrubs-v-neck scrub top-2/13/17	03/24/2017	78.00
54558 - The Uniform House, INC	01-scrubs-v-neck top-2/18/17	03/24/2017	20.00
54558 - The Uniform House, INC	01-scrubs-print tops-2/21/17	03/24/2017	17.00
54558 - The Uniform House, INC	01-scrubs-solid tunic, v-neck print top-2/18/17	03/24/2017	31.36
54558 - The Uniform House, INC	01-scrubs-round neck print top, wrap panel print top-2/18/17	03/24/2017	34.00
54558 - The Uniform House, INC	01-scrubs-v-neck top-3/1/17	03/24/2017	22.50
798 - Winters Associates Promotional Products, INC	01-uniforms-shirts	03/24/2017	336.23
Account 52430 - Uniforms and Tools Totals		17	<u>\$1,149.64</u>
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries- 2/21-2/28/17	03/24/2017	1,175.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-2/1-2/16/17	03/24/2017	2,905.00
5107 - NVA College Mall Veterinary Management INC	01-vet visit, blood & urinalysis-2/17-2/23/17	03/24/2017	272.06
5107 - NVA College Mall Veterinary Management INC	01-wound repair-2/26/17	03/24/2017	216.70
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay surgery-2/24/17	03/24/2017	53.40
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-wounded surgery, spay/neuter surgeries-2/27-2/28/17	03/24/2017	254.90
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, bloodwork-2/15-2/16/17	03/24/2017	76.50
Account 53130 - Medical Totals		7	<u>\$4,953.56</u>
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping charges-3/9/17	03/24/2017	24.72
Account 53220 - Postage Totals		1	<u>\$24.72</u>
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill-February 2017	03/24/2017	427.77
Account 53530 - Water and Sewer Totals		1	<u>\$427.77</u>
Account 53540 - Natural Gas			
222 - Vectren	19-ACC-gas bill 2/2-3/2/17	03/24/2017	1,052.98
Account 53540 - Natural Gas Totals		1	<u>\$1,052.98</u>
Account 53610 - Building Repairs			
1537 - Indiana Door & Hardware Specialties, INC	19-ACC-repair locks	03/24/2017	75.00
Account 53610 - Building Repairs Totals		1	<u>\$75.00</u>
Account 53990 - Other Services and Charges			
5128 - Petkey, LLC	01-microchip registration-2/14/17-P. Chambers	03/24/2017	12.95
5128 - Petkey, LLC	01-microchip registration-2/8/17-S. Strothmann	03/24/2017	12.95

Vendor	Invoice Description	Payment Date	Invoice Amount
5128 - Petkey, LLC	01-microchip registration-1/27/17-M. Carter	03/24/2017	12.95
	Account 53990 - Other Services and Charges Totals	3	\$38.85
	Program 010000 - Main Totals	57	\$10,766.24
	Department 01 - Animal Shelter Totals	57	\$10,766.24
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			
Lakeshia Renee Bowers	14-Bowers-refund overpayment pkg citation B1700546	03/24/2017	20.00
Jay R. Munce	14-Munce-refund overpayment pkg citation #A1700042	03/24/2017	20.00
	Account 46060 - Other Violations Totals	2	\$40.00
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	02-batteries-AA & AAA	03/24/2017	9.40
	Account 52110 - Office Supplies Totals	1	\$9.40
Account 53320 - Advertising			
323 - Hoosier Times, INC	02-public notice for roof replacement	03/24/2017	64.44
	Account 53320 - Advertising Totals	1	\$64.44
	Program 020000 - Main Totals	4	\$113.84
	Department 02 - Public Works Totals	4	\$113.84
Department 04 - Economic & Sustainable Dev			
Program 040000 - Main			
Account 53320 - Advertising			
5815 - Pierre A J Crowley	04 - Reimbursment - job advertisement in LinkedIn	03/24/2017	145.00
	Account 53320 - Advertising Totals	1	\$145.00
Account 53970 - Mayor's Promotion of Business			
51483 - Downtown Bloomington, INC	04 - 2017 Agreement	03/24/2017	10,000.00
	Account 53970 - Mayor's Promotion of Business Totals	1	\$10,000.00
	Program 040000 - Main Totals	2	\$10,145.00
	Department 04 - Economic & Sustainable Dev Totals	2	\$10,145.00
Department 05 - Common Council			
Program 050000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-2/5-3/4/17-Council/Legal	03/24/2017	216.45
	Account 52410 - Books Totals	1	\$216.45
	Program 050000 - Main Totals	1	\$216.45
	Department 05 - Common Council Totals	1	\$216.45
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53230 - Travel			
4834 - Jeff Underwood	06-Parking Reimbursement	03/24/2017	10.00
	Account 53230 - Travel Totals	1	\$10.00
Account 53320 - Advertising			
323 - Hoosier Times, INC	06- Annual Report Publication	03/24/2017	170.45
	Account 53320 - Advertising Totals	1	\$170.45

Vendor	Invoice Description	Payment Date	Invoice Amount
	Program 060000 - Main Totals	2	\$180.45
	Department 06 - Controller's Office Totals	2	\$180.45
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	09-Feb. office supplies-ECR4Kids memorystorage	03/24/2017	66.39
	Account 52110 - Office Supplies Totals	1	\$66.39
Account 53960 - Grants			
205 - City Of Bloomington	09-WHM Lunch tickets for CFRD staff	03/24/2017	225.00
	Account 53960 - Grants Totals	1	\$225.00
	Program 090000 - Main Totals	2	\$291.39
	Department 09 - CFRD Totals	2	\$291.39
Department 10 - Legal			
Program 100000 - Main			
Account 46010 - Court Docket Fees			
199 - Monroe County Government	10-Tolia ct costs 53C08-0807-OV-00852	03/24/2017	114.00
199 - Monroe County Government	10-Tolia ct costs-53C08-0804-OV-00622	03/24/2017	110.00
199 - Monroe County Government	10-Tolia ct costs-53C08-0711-OV-01482	03/24/2017	110.00
199 - Monroe County Government	10-Tolia ct costs-53C04-0802-OV-00122	03/24/2017	110.00
199 - Monroe County Government	10-Tolia ct costs-53C04-0710-OV-01392	03/24/2017	110.00
	Account 46010 - Court Docket Fees Totals	5	\$554.00
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	10-batteries, USB drive, dry-erase materials	03/24/2017	94.24
	Account 52110 - Office Supplies Totals	1	\$94.24
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-2/5-3/4/17-Council/Legal	03/24/2017	1,056.75
	Account 52410 - Books Totals	1	\$1,056.75
Account 53120 - Special Legal Services			
323 - Hoosier Times, INC	10-Special Legal Serv.-outreach program meetings public notices	03/24/2017	25.51
199 - Monroe County Government	10-copies made January 2017	03/24/2017	3.00
	Account 53120 - Special Legal Services Totals	2	\$28.51
	Program 100000 - Main Totals	9	\$1,733.50
Program 101000 - Human Rights			
Account 53910 - Dues and Subscriptions			
259 - Indiana Association Of Cities & Towns	10-IN ADA & Title VI Coord. Assoc. Membership Dues-B. McKinney-	03/24/2017	25.00
	Account 53910 - Dues and Subscriptions Totals	1	\$25.00
	Program 101000 - Human Rights Totals	1	\$25.00
	Department 10 - Legal Totals	10	\$1,758.50
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	11-parchment, whiteboard, markers, pads, tissues	03/24/2017	156.95
5103 - Staples Contract & Commercial, INC	11-file organizers, mailers	03/24/2017	5.63

Vendor	Invoice Description	Payment Date	Invoice Amount
5103 - Staples Contract & Commercial, INC	11-stapler, business card holder	03/24/2017	13.36
	Account 52110 - Office Supplies Totals	3	\$175.94
Account 53960 - Grants			
205 - City Of Bloomington	11-Platinum sponsorship of Women's History Month lunch + 4 tix	03/24/2017	590.00
	Account 53960 - Grants Totals	1	\$590.00
Account 53990 - Other Services and Charges			
1138 - BCT Management, INC	11-State of the City rental	03/24/2017	425.00
203 - Indiana University	11-consulting service via Mark Levin's course	03/24/2017	500.00
2541 - South Central Indiana Interpreting	11-State of the City interpretation	03/24/2017	260.48
	Account 53990 - Other Services and Charges Totals	3	\$1,185.48
	Program 110000 - Main Totals	7	\$1,951.42
	Department 11 - Mayor's Office Totals	7	\$1,951.42
Department 12 - Human Resources			
Program 120000 - Main			
Account 53320 - Advertising			
323 - Hoosier Times, INC	12 Job ads Inv 22817	03/24/2017	404.49
	Account 53320 - Advertising Totals	1	\$404.49
	Program 120000 - Main Totals	1	\$404.49
	Department 12 - Human Resources Totals	1	\$404.49
Department 13 - Planning			
Program 130000 - Main			
Account 43310 - Application Fee			
Travfallyn, LLC	13-Travfallyn-refund filing fee-BZA case-748 S. Morton St.	03/24/2017	250.00
	Account 43310 - Application Fee Totals	1	\$250.00
Account 53170 - Mgt. Fee, Consultants, and Workshops			
5920 - Frank J Sabatine	13-Cont. serv. 1/31-2/28/17 for Interim Director-55 hrs	03/24/2017	3,300.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1	\$3,300.00
Account 53320 - Advertising			
323 - Hoosier Times, INC	13-Legal advertisements_RS-02-17, 2040 Comp Plan, 2016-19 (TIP)	03/24/2017	57.77
	Account 53320 - Advertising Totals	1	\$57.77
	Program 130000 - Main Totals	3	\$3,607.77
Program 132000 - MPO			
Account 52420 - Other Supplies			
394 - Kleindorfer Hardware & Variety	13-Traffic counting supplies (for Paul)	03/24/2017	47.79
5217 - Midwestern Software Solutions, LLC	13-Transportation Data Management System--Software	03/24/2017	1,050.00
	Account 52420 - Other Supplies Totals	2	\$1,097.79
	Program 132000 - MPO Totals	2	\$1,097.79
	Department 13 - Planning Totals	5	\$4,705.56
Department 19 - Facilities Maintenance			
Program 190000 - Main			
Account 43220 - Facility Rentals			
204 - State Of Indiana	18-Febraury Sales Tax	03/20/2017	7.00
	Account 43220 - Facility Rentals Totals	1	\$7.00

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 52310 - Building Materials and Supplies			
413 - Bloomington Paint & Wallpaper Co	19-City Hall-paint	03/24/2017	147.99
395 - Kirby Risk Corp	19-City Hall-ballasts	03/24/2017	32.00
394 - Kleindorfer Hardware & Variety	19-City Hall-steel wool, door stop tips	03/24/2017	14.72
394 - Kleindorfer Hardware & Variety	19-City Hall-2 padlocks	03/24/2017	23.98
394 - Kleindorfer Hardware & Variety	19-City Hall-screws, filler pencil	03/24/2017	4.49
	Account 52310 - Building Materials and Supplies Totals	5	<u>\$223.18</u>
Account 52430 - Uniforms and Tools			
53005 - Menards, INC	19-City Hall-portable spot cleaner	03/24/2017	98.84
	Account 52430 - Uniforms and Tools Totals	1	<u>\$98.84</u>
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Temp Meter-Graffiti Team-water/sewer bill-February 2017	03/24/2017	12.89
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill-February 2017	03/24/2017	864.54
	Account 53530 - Water and Sewer Totals	2	<u>\$877.43</u>
Account 53610 - Building Repairs			
912 - Central Security Systems, INC	19-City Hall-com mon w/test-4/1-6/30/17	03/24/2017	150.00
	Account 53610 - Building Repairs Totals	1	<u>\$150.00</u>
Account 53650 - Other Repairs			
4946 - Steele Commercial Cleaning, INC	19-City Hall-cleaned carpet-upstairs main hallway	03/24/2017	495.00
	Account 53650 - Other Repairs Totals	1	<u>\$495.00</u>
Account 53990 - Other Services and Charges			
7402 - Nature's Way, INC	19-City Hall-monthly, March 2017, interior plant maintenance	03/24/2017	336.60
	Account 53990 - Other Services and Charges Totals	1	<u>\$336.60</u>
	Program 190000 - Main Totals	12	<u>\$2,188.05</u>
	Department 19 - Facilities Maintenance Totals	12	<u>\$2,188.05</u>
	Fund 101 - General Fund Totals	103	<u>\$32,721.39</u>
Fund 103 - Restricted Donations			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-wounded surgery, spay/neuter surgeries-2/27-2/28/17	03/24/2017	338.15
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-x-rays, bloodwork-2/15-2/16/17	03/24/2017	133.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, wound/surgery-2/17/17	03/24/2017	290.86
	Account 53130 - Medical Totals	3	<u>\$762.01</u>
	Program 400101 - Animal Medical Services Totals	3	<u>\$762.01</u>
Program 400401 - Sustainability			
Account 52420 - Other Supplies			
5337 - ClearStream Recycling, INC	04 - Sustainability Grant - Recycling bags & bins for Parks	03/24/2017	1,000.42
1189 - Quality Mill Supply Co., INC	18-Drinking Fountain for FSC ver 1 of 2 P.O.s	03/24/2017	433.57
	Account 52420 - Other Supplies Totals	2	<u>\$1,433.99</u>
	Program 400401 - Sustainability Totals	2	<u>\$1,433.99</u>
	Department 06 - Controller's Office Totals	5	<u>\$2,196.00</u>
	Fund 103 - Restricted Donations Totals	5	<u>\$2,196.00</u>

Vendor	Invoice Description	Payment Date	Invoice Amount
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090003 - Com Serv - Status of Women			
Account 52420 - Other Supplies			
651 - Engraving & Stamp Center, INC	09-WHM--Award plaques for WOY and Emerging Leader Award	03/24/2017	79.92
11693 - The Awards Center	09-WHM Lunch nameplate for perpetual plaque	03/24/2017	10.00
	Account 52420 - Other Supplies Totals	2	\$89.92
	Program 090003 - Com Serv - Status of Women Totals	2	\$89.92
Program 090016 - Com Serv - Safe & Civil			
Account 52420 - Other Supplies			
651 - Engraving & Stamp Center, INC	09-BHM Gala-Framed Certificates	03/24/2017	79.92
203 - Indiana University	09-Black History Month Kick Off--catering	03/24/2017	772.80
	Account 52420 - Other Supplies Totals	2	\$852.72
	Program 090016 - Com Serv - Safe & Civil Totals	2	\$852.72
	Department 09 - CFRD Totals	4	\$942.64
	Fund 312 - Community Services Totals	4	\$942.64
Fund 401 - Non-Reverting Telecommunications			
Department 25 - Telecommunications			
Program 254000 - Infrastructure			
Account 52420 - Other Supplies			
50902 - Cables For Less	28-50' Cat6 Shielded Patch Cables	03/24/2017	187.39
	Account 52420 - Other Supplies Totals	1	\$187.39
Account 53640 - Hardware and Software Maintenance			
13482 - Northern Lights Locating & Inspection, INC	28-BDU Line Locate Feb. 2017	03/24/2017	2,500.00
3989 - Ricoh USA, INC	28-Ricoh Devie Manager Pro	03/24/2017	5,011.50
	Account 53640 - Hardware and Software Maintenance Totals	2	\$7,511.50
Account 54420 - Purchase of Equipment			
53442 - Paragon Micro, INC	28-SAN Hard Drives	03/24/2017	397.98
	Account 54420 - Purchase of Equipment Totals	1	\$397.98
Account 54450 - Equipment			
5081 - The MacExperience, INC	28-Apple Laptop Adapters	03/24/2017	87.00
	Account 54450 - Equipment Totals	1	\$87.00
	Program 254000 - Infrastructure Totals	5	\$8,183.87
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-3550 N. Kinser Pike-business internet-3/16-4/15/17	03/24/2017	104.85
	Account 53150 - Communications Contract Totals	1	\$104.85
Account 53640 - Hardware and Software Maintenance			
3989 - Ricoh USA, INC	28-Copier Maintenance Fire HQ-2/28-5/28/17	03/24/2017	432.52
3989 - Ricoh USA, INC	28-Copier Maintenance-#3042230-2/23-3/22/17	03/24/2017	633.24
3989 - Ricoh USA, INC	28-Copier Maint.-ACC/PW/CFR/ST/OOTC-February 2017	03/24/2017	587.78
3989 - Ricoh USA, INC	28-Copier Maintenance Mayor's Office-12/1/16-2/28/17	03/24/2017	122.82
	Account 53640 - Hardware and Software Maintenance Totals	4	\$1,776.36

Vendor	Invoice Description	Payment Date	Invoice Amount
	Program 256000 - Services Totals	5	\$1,881.21
	Department 25 - Telecommunications Totals	10	\$10,065.08
	Fund 401 - Non-Reverting Telecommunications Totals	10	\$10,065.08
Fund 451 - Motor Vehicle Highway			
Department 20 - Street			
Program 200000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	20-gloves	03/24/2017	95.40
	Account 52210 - Institutional Supplies Totals	1	\$95.40
Account 52330 - Street , Alley, and Sewer Material			
334 - Irving Materials, INC	20-603 S. Washington St-Class A Stone Ash-3.5 cy-2/28/17	03/24/2017	355.25
334 - Irving Materials, INC	20-800 E. 1st St-4000-A-C-Stone-CC-1 cy-2/15/17	03/24/2017	208.50
334 - Irving Materials, INC	20-702 E. 1st St-Class A Stone Ash-3 cy-2/14/17	03/24/2017	404.50
334 - Irving Materials, INC	20-536 S. WA St-Class A Stone-3 cy-2/22/17	03/24/2017	404.50
334 - Irving Materials, INC	20-604 S. WA St-Class A Stone Ash-3 cy-2/24/17	03/24/2017	416.50
	Account 52330 - Street , Alley, and Sewer Material Totals	5	\$1,789.25
Account 52340 - Other Repairs and Maintenance			
603 - Traffic Control Corporation	20-LED 16IN PED for College Mall & Covenanter	03/24/2017	1,552.00
	Account 52340 - Other Repairs and Maintenance Totals	1	\$1,552.00
Account 52420 - Other Supplies			
409 - Black Lumber Co INC	20-office paint-M. Stinson	03/24/2017	33.99
48 - Continental Research Corporation	20-5 gal. Tuff Stuff	03/24/2017	346.62
4574 - John Deere Financial (Rural King)	20-Rubber Boots for Concrete (Morris)	03/24/2017	14.99
394 - Kleindorfer Hardware & Variety	20-spray paint, roller trays, roller frame & covers	03/24/2017	30.25
394 - Kleindorfer Hardware & Variety	20-2 boxes of trash bags	03/24/2017	27.98
	Account 52420 - Other Supplies Totals	5	\$453.83
Account 53130 - Medical			
231 - Indiana University Health Bloomington, INC	20-vaccine Hep B-H. Kinser	03/24/2017	93.00
	Account 53130 - Medical Totals	1	\$93.00
Account 53250 - Pagers			
332 - Indiana Paging Network, INC	20-Paging Services-April 2017	03/24/2017	86.76
	Account 53250 - Pagers Totals	1	\$86.76
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-February 2017	03/24/2017	24.34
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-February 2017	03/24/2017	146.06
	Account 53530 - Water and Sewer Totals	2	\$170.40
Account 53630 - Machinery and Equipment Repairs			
19681 - Southeastern Equipment Co, INC	20-Paver Repairs	03/24/2017	1,408.35
	Account 53630 - Machinery and Equipment Repairs Totals	1	\$1,408.35
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/1/17	03/24/2017	21.07
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel services-3/1/17	03/24/2017	26.39
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-3/8/17	03/24/2017	26.39

Vendor	Invoice Description	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-3/8/17	03/24/2017	21.07
	Account 53920 - Laundry and Other Sanitation Services Totals	4	\$94.92
Account 53990 - Other Services and Charges			
5187 - Green Dragon Lawn Care, INC	20-snow removal/salt-pathways-1/5/17 snow event (BC 2016-57)	03/24/2017	1,355.00
902 - Indiana Underground Plant Protection Service, INC	20-811 tickets-January 2017-516 tickets	03/24/2017	490.20
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-2/14/17	03/24/2017	150.00
	Account 53990 - Other Services and Charges Totals	3	\$1,995.20
	Program 200000 - Main Totals	24	\$7,739.11
	Department 20 - Street Totals	24	\$7,739.11
	Fund 451 - Motor Vehicle Highway Totals	24	\$7,739.11
Fund 452 - Parking Facilities			
Department 26 - Parking			
Program 260000 - Main			
Account 43160 - Lot/Garage Leases - Annual			
Zach Gentry	26-Gentry-refund garage pass fee-March-May	03/24/2017	80.00
	Account 43160 - Lot/Garage Leases - Annual Totals	1	\$80.00
Account 52430 - Uniforms and Tools			
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-drive adapter, gloves	03/24/2017	5.26
394 - Kleindorfer Hardware & Variety	26-Pkg Garages-screwdriver	03/24/2017	8.49
53005 - Menards, INC	26-Pkg Garages-sawhorses	03/24/2017	49.94
	Account 52430 - Uniforms and Tools Totals	3	\$63.69
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-February 2017	03/24/2017	25.68
208 - City Of Bloomington Utilities	19-4th St Garage-water/sewer bill-February 2017	03/24/2017	57.89
	Account 53530 - Water and Sewer Totals	2	\$83.57
Account 53610 - Building Repairs			
227 - Otis Elevator Company	26-Walnut St Garage-service request-2/13/17-repaired car door op	03/24/2017	1,280.00
423 - City Glass And Paint INC	26-Morton & 4th St Garages-repair glass	03/24/2017	784.62
	Account 53610 - Building Repairs Totals	2	\$2,064.62
Account 53840 - Lease Payments			
512 - 7th & Walnut , LLC	26-Walnut St Garage-April 2017 garage rent	03/24/2017	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-April 2017 Garage rent	03/24/2017	36,405.49
	Account 53840 - Lease Payments Totals	2	\$55,165.47
Account 53940 - Temporary Contractual Employee			
5187 - Green Dragon Lawn Care, INC	26-Surface Lots-snow removal/de-icing 1/5/17 (BC 216-57)	03/24/2017	375.00
5187 - Green Dragon Lawn Care, INC	26-Pkg Garages-snow removal/de-icing-1/4-1/30/17 (BC 2016-57)	03/24/2017	4,695.00
5187 - Green Dragon Lawn Care, INC	26-Pkg Garages-de-icing 2/8/17 (BC 2016-57)	03/24/2017	525.00
	Account 53940 - Temporary Contractual Employee Totals	3	\$5,595.00
	Program 260000 - Main Totals	13	\$63,052.35
	Department 26 - Parking Totals	13	\$63,052.35
	Fund 452 - Parking Facilities Totals	13	\$63,052.35
Fund 454 - Alternative Transportation			
Department 02 - Public Works			

Vendor	Invoice Description	Payment Date	Invoice Amount
Program 020000 - Main			
Account 54310 - Improvements Other Than Building			
5818 - Service Solutions of Bloomington (Taycon)	13-3rd & Clarizz Ramps_curb ramp replacements (BC 2016-70)	03/24/2017	8,850.00
	Account 54310 - Improvements Other Than Building Totals	1	\$8,850.00
	Program 020000 - Main Totals	1	\$8,850.00
	Department 02 - Public Works Totals	1	\$8,850.00
	Fund 454 - Alternative Transportation Totals	1	\$8,850.00
Fund 600 - Cum Cap Improvement (CIG)			
Department 02 - Public Works			
Program 020000 - Main			
Account 52330 - Street , Alley, and Sewer Material			
11243 - HD Supply Waterworks, LTD	20-handicap ramps	03/24/2017	4,978.60
	Account 52330 - Street , Alley, and Sewer Material Totals	1	\$4,978.60
	Program 020000 - Main Totals	1	\$4,978.60
	Department 02 - Public Works Totals	1	\$4,978.60
	Fund 600 - Cum Cap Improvement (CIG) Totals	1	\$4,978.60
Fund 601 - Cum Cap Development			
Department 02 - Public Works			
Program 020000 - Main			
Account 54310 - Improvements Other Than Building			
204 - State Of Indiana	13-Country Club & Rogers Intersection_Final Project Closeout	03/24/2017	8,613.30
	Account 54310 - Improvements Other Than Building Totals	1	\$8,613.30
	Program 020000 - Main Totals	1	\$8,613.30
	Department 02 - Public Works Totals	1	\$8,613.30
	Fund 601 - Cum Cap Development Totals	1	\$8,613.30
Fund 730 - Solid Waste			
Department 16 - Sanitation			
Program 160000 - Main			
Account 52420 - Other Supplies			
248 - Cosner's Ice Company	16-ice for employees 77 7# bags	03/24/2017	108.75
	Account 52420 - Other Supplies Totals	1	\$108.75
Account 52430 - Uniforms and Tools			
313 - Fastenal Company	16-vending machine supplies-gloves, ear plugs	03/24/2017	395.00
	Account 52430 - Uniforms and Tools Totals	1	\$395.00
Account 53310 - Printing			
8002 - Safeguard Business Systems, INC	13-600,000 trash stickers/60,000 yard waste stickers	03/24/2017	13,266.00
	Account 53310 - Printing Totals	1	\$13,266.00
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-February 2017	03/24/2017	90.59
	Account 53530 - Water and Sewer Totals	1	\$90.59
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-3/1/17	03/24/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/1/17	03/24/2017	9.80

Vendor	Invoice Description	Payment Date	Invoice Amount
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-2/15/17	03/24/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/22/17	03/24/2017	9.80
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-2/22/17	03/24/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-2/15/17	03/24/2017	9.80
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel services-3/8/17	03/24/2017	31.87
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-3/8/17	03/24/2017	8.65
Account 53920 - Laundry and Other Sanitation Services Totals		8	\$165.53
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal tickets-2/1-2/15/17	03/24/2017	9,023.20
52226 - Hoosier Transfer Station-3140	16-trash disposal tickets 2/16-2/28/17	03/24/2017	7,028.80
Account 53950 - Landfill Totals		2	\$16,052.00
Account 53990 - Other Services and Charges			
394 - Kleindorfer Hardware & Variety	16-copies of 5 keys	03/24/2017	5.00
20275 - The Travelers Indemnity	16-McConahay incident-S. WA St-11/14/16	03/24/2017	3,769.80
Account 53990 - Other Services and Charges Totals		2	\$3,774.80
Program 160000 - Main Totals		16	\$33,852.67
Department 16 - Sanitation Totals		16	\$33,852.67
Fund 730 - Solid Waste Totals		16	\$33,852.67
Fund 800 - Risk Management			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10-shoe voucher-Street Dept-J. Kerr	03/24/2017	100.00
327 - Hoosier Workwear Outlet, INC	10-shoe voucher-PW Fac-J. Hayes	03/24/2017	99.99
Account 52430 - Uniforms and Tools Totals		2	\$199.99
Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations, INC	12-SIHO Work Comp TTD 317-East & Flynn	03/15/2017	1,165.34
Account 53420 - Worker's Comp & Risk Totals		1	\$1,165.34
Program 100000 - Main Totals		3	\$1,365.33
Department 10 - Legal Totals		3	\$1,365.33
Fund 800 - Risk Management Totals		3	\$1,365.33
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
3977 - Cigna Health & Life Insurance Company	12-Mar 2017 Cigna Dental & Vision Admin \$9,108.75	03/24/2017	2,336.30
18539 - Life Insurance Company Of North America	12-Feb2017 LINA	03/24/2017	4,105.50
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2017	03/24/2017	2,219.50
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fee FSA/HSA Gym/Massage for 2017	03/24/2017	1,045.75
Account 53990 - Other Services and Charges Totals		4	\$9,707.05
Account 53990.1201 - Other Services and Charges Health Insurance			
17785 - The Howard E. Nyhart Company, INC	12-HSA Employer Contribution	03/16/2017	1,262.80
Account 53990.1201 - Other Services and Charges Health Insurance Totals		1	\$1,262.80

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53990.1278 - Other Services and Charges Disability LTD			
18539 - Life Insurance Company Of North America	12-Feb2017 LINA	03/24/2017	6,276.49
	Account 53990.1278 - Other Services and Charges Disability LTD Totals	1	\$6,276.49
	Program 120000 - Main Totals	6	\$17,246.34
	Department 12 - Human Resources Totals	6	\$17,246.34
	Fund 801 - Health Insurance Trust Totals	6	\$17,246.34
Fund 802 - Fleet Maintenance			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52110 - Office Supplies			
5103 - Staples Contract & Commercial, INC	17 - LABEL TAPE AND PENS	03/24/2017	26.77
	Account 52110 - Office Supplies Totals	1	\$26.77
Account 52210 - Institutional Supplies			
313 - Fastenal Company	17 - SKULL SCREWS	03/24/2017	136.32
	Account 52210 - Institutional Supplies Totals	1	\$136.32
Account 52230 - Garage and Motor Supplies			
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-TIRES	03/24/2017	162.12
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-TIRES	03/24/2017	13.52
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-TIRES	03/24/2017	58.25
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-TIRES	03/24/2017	281.16
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-TIRES	03/24/2017	901.00
50636 - Ben Tire Distributors, LTD (Neal's Hoosier Tire)	17-tires-LT215/75R15/6 GEO A/T G015 Owl, tire user fee	03/24/2017	476.32
	Account 52230 - Garage and Motor Supplies Totals	6	\$1,892.37
Account 52240 - Fuel and Oil			
349 - White River Cooperative, INC	17-fuel-B-20 PDX40N-1,006 gal	03/24/2017	15,721.16
349 - White River Cooperative, INC	17-fuel-B-5 PDX40N Winter-7,383.00 gal.	03/24/2017	13,899.97
	Account 52240 - Fuel and Oil Totals	2	\$29,621.13
Account 52320 - Motor Vehicle Repair			
4150 - Alexander's LLC	17-DOCUMENT HOLDERS	03/24/2017	79.80
4150 - Alexander's LLC	17-#340 TRAILER ENDS	03/24/2017	20.50
244 - Bloomington Ford, INC	17-#211 TRANS INDICATOR	03/24/2017	20.69
244 - Bloomington Ford, INC	17-#130 MULTI FUNCTION SWITCH FOR WIPERS	03/24/2017	30.68
4335 - Circle Distributing, INC	17-MISC PARTS	03/24/2017	35.44
4335 - Circle Distributing, INC	17-MISC PARTS	03/24/2017	53.50
4335 - Circle Distributing, INC	17-spark plugs, wires	03/24/2017	102.80
4335 - Circle Distributing, INC	17-Misc Parts	03/24/2017	8.64
4335 - Circle Distributing, INC	17-misc. parts-plentium gasket, order with oil	03/24/2017	37.38
4335 - Circle Distributing, INC	17-misc. parts-2013 Ford-MTE DG520	03/24/2017	178.78
4466 - Clarke Power Services, INC	17-PARTS RETURN AIR TANK	03/24/2017	(140.82)
4466 - Clarke Power Services, INC	17-#391 VALVE	03/24/2017	236.74
21104 - Cummins Crosspoint, LLC	17-#601 REPAIR OF VACTOR-PARTS/LABOR	03/24/2017	939.82
313 - Fastenal Company	17-misc. parts-3" dia Vnl. 406 Hole	03/24/2017	20.71
11545 - Ferrara Fire Apparatus, INC	17 - #335 PANEL LIGHTS	03/24/2017	54.48

Vendor	Invoice Description	Payment Date	Invoice Amount
4992 - Fleetpride, INC	17 - CORE CREDIT	03/24/2017	(384.00)
4992 - Fleetpride, INC	17 - #955 BRAKES	03/24/2017	1,862.76
4992 - Fleetpride, INC	17-scotseal	03/24/2017	80.76
4387 - Force America Distributing, LLC	17-#446 PRESSURE RELIEF VALVE	03/24/2017	70.27
480 - Hall Signs INC	17 - CITY SEALS	03/24/2017	330.40
796 - Interstate Battery System of Bloomington, INC	17-batteries-MT-58, MTP-65	03/24/2017	148.51
11672 - Jack Doheny Companies, INC	17 #601 SWITCH	03/24/2017	440.36
11672 - Jack Doheny Companies, INC	17 - #601 SWITCH	03/24/2017	135.49
4439 - JX Enterprises, INC	17-#955 TORQUE BARS	03/24/2017	370.00
4439 - JX Enterprises, INC	17-#946 FUEL SHUT OFF SOLENOID	03/24/2017	68.04
394 - Kleindorfer Hardware & Variety	17-nuts	03/24/2017	3.56
394 - Kleindorfer Hardware & Variety	17-sanding disk	03/24/2017	5.95
8181 - Lawson Products, INC	17-MISC PARTS	03/24/2017	352.11
2974 - MacAllister Machinery Co, INC	17-#602 CABIN FILTER	03/24/2017	24.07
787 - Motor Service Corporation	17-MISC PARTS	03/24/2017	18.35
787 - Motor Service Corporation	17-MISC PARTS	03/24/2017	72.66
787 - Motor Service Corporation	17-MISC PARTS	03/24/2017	47.97
787 - Motor Service Corporation	17-misc. parts-18 exact fit, 24 exact fit, STT lamp	03/24/2017	39.92
787 - Motor Service Corporation	17-misc. parts-air hose	03/24/2017	53.12
787 - Motor Service Corporation	17-credit for parts return-micro-v belt	03/24/2017	(52.46)
787 - Motor Service Corporation	17-misc. parts-wiper blades, 22 exact fit	03/24/2017	66.15
53385 - O'Reilly Automotive Stores, INC	17-#468 USB CHARGER	03/24/2017	15.99
1571 - Poynter Sheet Metal, INC	17 - #955 SHEET METAL TO FABRICATE BATTERY BOX	03/24/2017	295.00
54351 - Sternberg, INC	17-#441 BRAKE CHAMBER	03/24/2017	29.90
54351 - Sternberg, INC	17-#468 MIRROR	03/24/2017	17.38
54351 - Sternberg, INC	17-#428 AIR TANKS AND WIRES	03/24/2017	653.73
582 - Town & Country Chrysler Dodge Jeep, INC	17-#220 AUTO TRANS COOLER LINES	03/24/2017	72.20
582 - Town & Country Chrysler Dodge Jeep, INC	17-#220 AUTO TRANS COOLER LINES	03/24/2017	160.20
582 - Town & Country Chrysler Dodge Jeep, INC	17-#858 TRANS COOLER LINES	03/24/2017	160.20
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#384 REAR BRAKE ADJUSTER	03/24/2017	145.76
4398 - TruckPro Holding Corporation	17-#468 EXHAUST PIPE	03/24/2017	58.70
2096 - West Side Tractor Sales Co.	17-#885 UNIVERSAL JOINT, PINS, WASHERS, RINGS	03/24/2017	234.60
2096 - West Side Tractor Sales Co.	17-#885 UNIVERSAL JOINT, PINS, WASHERS, RINGS	03/24/2017	214.34
2096 - West Side Tractor Sales Co.	17 - #454 MIRROR AND MOUNTING PARTS	03/24/2017	114.75
2096 - West Side Tractor Sales Co.	17-#885 ARM REST KIT	03/24/2017	118.38
Account 52320 - Motor Vehicle Repair Totals		50	<u>\$7,724.26</u>
Account 52420 - Other Supplies			
51565 - EmJay Automotive Equipment, LLC	17 - ABOVE GROUND POST LIFT PADS	03/24/2017	42.51
313 - Fastenal Company	17 - 10 INCH BULL POINT BIT	03/24/2017	15.39
Account 52420 - Other Supplies Totals		2	<u>\$57.90</u>
Account 53130 - Medical			
231 - Indiana University Health Bloomington, INC	17-Vaccine Hep B Adult, IM-M. Scisocoe	03/24/2017	93.00
Account 53130 - Medical Totals		1	<u>\$93.00</u>

Vendor	Invoice Description	Payment Date	Invoice Amount
Account 53620 - Motor Repairs			
21104 - Cummins Crosspoint, LLC	17-#601 REPAIR OF VACTOR-PARTS/LABOR	03/24/2017	1,676.59
4046 - Heritage-Crystal Clean, INC	17-parts washer-COM-10 gal.	03/24/2017	177.04
4474 - Ken's Westside Service & Towing, LLC	17-TOWING SERVICE	03/24/2017	35.00
4474 - Ken's Westside Service & Towing, LLC	17-towin service-2007 Chrysler Town & Country-3/8/17	03/24/2017	35.00
	Account 53620 - Motor Repairs Totals	4	<u>\$1,923.63</u>
Account 53650 - Other Repairs			
51565 - EmJay Automotive Equipment, LLC	17 - REPAIR OF JACK	03/24/2017	220.00
51565 - EmJay Automotive Equipment, LLC	17 - REPAIR OF OIL DISPENSER	03/24/2017	107.30
	Account 53650 - Other Repairs Totals	2	<u>\$327.30</u>
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	03/24/2017	13.32
19171 - Aramark Uniform & Career Apparel Group, INC	17 - UNIFORMS, MATS, AND TOWEL RENTAL	03/24/2017	69.21
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-3/8/17	03/24/2017	15.60
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services-3/8/17	03/24/2017	73.63
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel services-3/1/17	03/24/2017	66.61
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-3/1/17	03/24/2017	15.60
	Account 53920 - Laundry and Other Sanitation Services Totals	6	<u>\$253.97</u>
	Program 170000 - Main Totals	75	<u>\$42,056.65</u>
	Department 17 - Fleet Maintenance Totals	75	<u>\$42,056.65</u>
	Fund 802 - Fleet Maintenance Totals	75	<u>\$42,056.65</u>
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1241 - Other Services and Charges Vision			
3977 - Cigna Health & Life Insurance Company	12-Mar 2017 Cigna Dental & Vision Admin \$9,108.75	03/24/2017	6,772.45
	Account 53990.1241 - Other Services and Charges Vision Totals	1	<u>\$6,772.45</u>
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City DDC & URM-3/14-3/15/17	03/14/2017	30.96
17785 - The Howard E. Nyhart Company, INC	12-daily benefits card funding detail-3/13/17	03/14/2017	378.09
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2017	135.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2017	659.19
	Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	4	<u>\$1,203.24</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City DDC & URM-3/14-3/15/17	03/14/2017	125.00
	Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals	1	<u>\$125.00</u>
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-Feb2017 LINA	03/24/2017	13,926.68
	Account 53990.1273 - Other Services and Charges Term Life Totals	1	<u>\$13,926.68</u>
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-Feb2017 LINA	03/24/2017	8,184.07
	Account 53990.1277 - Other Services and Charges Disability STD Totals	1	<u>\$8,184.07</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			

Vendor	Invoice Description	Payment Date	Invoice Amount
17785 - The Howard E. Nyhart Company, INC	12-daily benefits card funding detail-3/13/17	03/14/2017	119.86
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2017	95.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	03/16/2017	263.73
	Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	3	<u>\$478.59</u>
	Program 120000 - Main Totals	11	<u>\$30,690.03</u>
	Department 12 - Human Resources Totals	11	<u>\$30,690.03</u>
	Fund 804 - Insurance Voluntary Trust Totals	11	<u>\$30,690.03</u>
Fund 805 - Unemployment Comp Non-Reverting			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
204 - State Of Indiana	12 Unemployment February 2017	03/24/2017	2,252.93
	Account 53990 - Other Services and Charges Totals	1	<u>\$2,252.93</u>
	Program 120000 - Main Totals	1	<u>\$2,252.93</u>
	Department 12 - Human Resources Totals	1	<u>\$2,252.93</u>
	Fund 805 - Unemployment Comp Non-Reverting Totals	1	<u>\$2,252.93</u>
		274	<u>\$266,622.42</u>



Board of Public Works Claim Register

Invoice Date Range 03/08/17 - 03/09/17

Special Utility Cbs

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 02 - Public Works										
Program 020000 - Main										
Account 53210 - Telephone										
1079 - AT&T	812R08178802-17	02-radio circuits-phone charges 1/29-2/28/17-	Paid by Check # 65124		03/08/2017	03/08/2017	03/08/2017		03/08/2017	180.17
Account 53210 - Telephone Totals								Invoice Transactions 1		\$180.17
Program 020000 - Main Totals								Invoice Transactions 1		\$180.17
Department 02 - Public Works Totals								Invoice Transactions 1		\$180.17
Department 09 - CFRD										
Program 090000 - Main										
Account 47060 - Refunds										
496 - Beth Shalom-Bloomington Jewish Community, INC	MLKGrant	09-MLK grant \$	Paid by EFT # 16359		03/08/2017	03/08/2017	03/08/2017		03/08/2017	575.00
Account 47060 - Refunds Totals								Invoice Transactions 1		\$575.00
Program 090000 - Main Totals								Invoice Transactions 1		\$575.00
Department 09 - CFRD Totals								Invoice Transactions 1		\$575.00
Fund 101 - General Fund Totals								Invoice Transactions 2		\$755.17
Fund 450 - Local Road and Street										
Department 20 - Street										
Program 200000 - Main										
Account 53520 - Street Lights / Traffic Signals										
223 - Duke Energy	17thSt-030117	20-17th St. Lighting-electric bill-bill date	Paid by Check # 65127		03/08/2017	03/08/2017	03/08/2017		03/08/2017	135.50
223 - Duke Energy	Renwick-030117	20-Renwick Subdivision-electric bill-bill date	Paid by Check # 65126		03/08/2017	03/08/2017	03/08/2017		03/08/2017	104.92
Account 53520 - Street Lights / Traffic Signals Totals								Invoice Transactions 2		\$240.42
Program 200000 - Main Totals								Invoice Transactions 2		\$240.42
Department 20 - Street Totals								Invoice Transactions 2		\$240.42
Fund 450 - Local Road and Street Totals								Invoice Transactions 2		\$240.42
Grand Totals								Invoice Transactions 9		\$995.59

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
3/24/2017	Bank Fees				
	Claims				266,622.42
3/8/2017	Sp Utility Cks				995.59
	Woodlawn Ave				
					<u>267,618.01</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of [REDACTED] claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 267,618.01

Dated this _____ day of _____ year of 20_____.

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

Fiscal Office _____