

Board of Public Works Meeting
September 29, 2020



Topic: Board Of Public Works

Time: Sep 29, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/93517604728?pwd=bDRjRlBYlBNSUhJTEVkaWxDdkd0dz09>

Meeting ID: 935 1760 4728

Passcode: 966548

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 935 1760 4728

Passcode: 966548

Find your local number: <https://bloomington.zoom.us/u/auC4zG55B>

AGENDA
BOARD OF PUBLIC WORKS
September 29, 2020

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, September 29, 2020 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed), Facebook Live ([facebook.com/citybloomington](https://www.facebook.com/citybloomington)), Zoom or otherwise. Public comments and questions will be encouraged via [bloomington.in.gov](https://www.bloomington.in.gov) rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. TITLE VI ENFORCEMENT

IV. CONSENT AGENDA

1. Approval of Minutes – September 15, 2020
2. Resolution 2020-51: Approve Renewal of Mobile Vendor in Public Right-of-Way (Sober Joe)
3. Approve Quarterly Staff Report Pursuant to Amended Resolution 2016-02: Staff Level Approval of Standard Development Encroachment Requirements
4. Approve Request for Extension of Temporary One-Lane Closure on Walnut St. and W. 4th Street from Wilhelm Construction (October 01, 2020- December 12, 2021)
5. Approval of Payroll

V. NEW BUSINESS

1. Resolution 2020-50: Approve Right-of-Way Encroachment for Banneker Center, Black Lives Matter Street Mural
2. Resolution 2020-48: Approve Order to Vacate Structure at 231 N. Adams
3. Resolution 2020-49: Approve Order to Seal Structure at 231 N. Adams
4. Approve Addendum #2 to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc.
5. Approve Change Order # 3 for the Winslow-Henderson Path Project
6. Approve Change Orders # 3 and #4 for the 2nd-Bloomfield Multimodal Safety Project
7. Approve Request for Temporary Road Closure on W. 10th Street/Trades District Garage from Garmong Construction (October 26, 2020 – November 20, 2020)
8. Award Contract for Recover Forward Sidewalk Project

VI. STAFF REPORTS & OTHER BUSINESS

1. Planning & Transportation Title 12 Updates

VII. APPROVAL OF CLAIMS

VIII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, September 15th, 2020, at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Mike Arnold – Housing and Neighborhood Dev.
Chris Wheeler – City Legal
Daniel Dixon – City Legal
Jacqueline Moore – City Legal

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. **Approval of Minutes – September 01, 2020**
2. **Approve 2020 Blanket Noise Permit for Parks and Recreation**
3. **Approve Service Agreement between City of Bloomington Street Division and Precision Concrete for Repairing Sidewalks**
4. **Approval of Payroll**

CONSENT AGENDA

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

Mike Arnold, HAND, presented Resolution 2020-47: Approve Order to Vacate Structure at 1306 W. Kirkwood
See meeting packet for details.

NEW BUSINESS
Resolution 2020-47:
Approve Order to Vacate
Structure at 1306 W.
Kirkwood

Board Comments:

Mike Arnold reminded the Board that there was an Order to Seal on this property previously. There is an ongoing issue with homeless and vagrants using the structure, so they want to be sure the property is vacant before sealing the property. Cox Deckard asked about the structure and the safety concerns. Arnold commented that he understood that there is a lawsuit pending with the property owner. Daniel Dixon explained legal actions related to the property. First legal action is that the property is in foreclosure. Second is that the original property owner is deceased and the current property owner deeded the property to himself fraudulently. Dixon explained that foreclosure has been stalled because of the criminal charges.

Hollingsworth made a motion to approve Resolution 2020-47: Approve Order to Vacate Structure at 1306 W. Kirkwood.
Palazzo confirmed that motion is not to remove the structure.
Arnold confirmed that the order is just to seal at this time. Palazzo seconded the motion. Motion is passed

Adam Wason, Public Works, presented Renewal #1 to Agreement with Republic Services for Municipal Solid Waste Disposal and Single Source Recycling. Wason reminded the Board that this was brought to them in June as a staff report. Agreement will lock us in with a rate of no more \$27.19 for single source recycling processing for 2022 and 2023. It's coming to the Board because there is an expected rate increase of 3% for our current rate that will go into effect in 2022. Adam noted that this agreement doesn't preclude us from using other sources if they were to come available.

Palazzo asked about the original contract showing the renewal date through 2024. Wason commented that we try not extend

Approve Renewal #1 to
Agreement with Republic
Services for Municipal Solid
Waste Disposal and Single
Source Recycling

contracts though election cycles. Additionally, Wason spoke of addressing communication with the community regarding recycling. A lot of communication is through social media, but did point out that there is in-person communication with problem areas. Also, notes are left on containers explaining why recycling is not collected. Cox Deckard commented that it's very costly to the City to have contaminated waste. We all want to recycle as much as we can, but it's important to pay attention to what can and can't be recycled. Wason agreed that clean, dry recycling is ideal. Styrofoam and plastic bags are no longer recyclable, hence part of the reason for the change in the graphic on the carts. Cox Deckard commented that this is not just a local problem, it is a national issue. Hollingsworth asked since implementation of the new bins, is there a reduction of injuries. Wason commented that there is less injury in connection to lifting the bins. There is discussion about the weight limit for the carts.

Emily Ernsberger, HT, asked if we are seeing an increase in solid waste collection since more people are at home, if that is even possible to measure. Wason commented that yes, there were significant increases of about 30% to 40% over last year's numbers, in March, April and May. June and July steadied off a little bit more.

Board Comments:

Hollingsworth made a motion to approve Renewal #1 to Agreement with Republic Services for Municipal Solid Waste Disposal and Single Source Recycling. Palazzo seconded. Motion is passed.

**STAFF REPORTS &
OTHER BUSINESS**

Wason commented that there are no major staff reports; have major projects going on currently. Mentioned sidewalk work and alleys projects that should kick off in the next several weeks. Wason again thanked all the staff of Public Works for all they do. Hollingsworth asked if there was positive sales for the restaurants on Kirkwood. Wason commented that he didn't know the sales, but that the restaurant owners are very appreciative of what has been done. Wason encouraged visting the local restaurants.

APPROVAL OF CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$1,384,436.31. Palazzo seconded. Claims are approved.

ADJOURNMENT

Cox Deckard called for adjournment. Meeting adjourned at 5:52 pm

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Resolution 2020-51 - Push Cart in Right of Way
Petitioner/Representative: Frank Kerker, Sober Joe Coffee, Inc.
Staff Representative: Marnina Patrick
Meeting Date: September 29, 2020

Frank Kerker, owner of Sober Joe Coffee, Inc., has applied to renew his pushcart license to operate in the right of way. An applicant wanting to operate in the right of way must obtain permission from the Board of Public Works before a license may be issued. The Department of Economic & Sustainable Development has reviewed the application and will confirm that all rules and regulations have been met prior to issuing a license.

The business will operate from a pushcart selling coffee.

This application is for one (1) year; the license will expire on September 29, 2021.

Staff is supportive of the request.

Recommend **Approval** **Denial** by Marnina Patrick



CITY OF BLOOMINGTON

PUSHCART LICENSE APPLICATION

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

1. License Length and Fee Application

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

2. Applicant Information

Name: *SOBERN JOE / FRANK KENTEN*

Title/Position: *OWNER*

Date of Birth: *9/26/58*

Address: *2750 S. WALNUT ST*

City, State, Zip: *BLOOMINGTON, IN 47401*

E-Mail Address: *FRANKENTEN@GMAIL.COM*

Phone Number: *812 360-9088* Mobile Phone: *812 360-9088*

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 for the city.

Name:

Address:

City, State, Zip:

E-Mail Address:

Phone Number: Mobile Phone:

4. Company Information

Name of Employer: *Sobri Joe*

Address of Employer: *2750 S. Walnut St*

City, State, Zip: *Bloomington, IN 47401*

Employment Start Date: *9/2017* End Date (If known):

Phone Number: *812 360-9088*

Website / Email: *www.sobriJoe.com*

Company is a:
 Limited Liability Corporation (LLC)
 Corporation
 Partnership
 Sole Proprietor
 Other: *B-CORP*

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
<i>Frank Kenka</i>	<i>2750 S. Walnut</i>

6. Company Incorporation Information (For Corporations and LLC's Only)

Date of incorporation or organization: *2/19*

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

Planned hours of operation:

TBD

Place or places where you will conduct business (If private property, attach written permission from property owner):

TBD

Scaled site plan showing the location of the proposed pushcart 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 Bloomington, or a different municipality, revoked?

Yes

No

(If Yes) Provide details

To: MARNINA
From: Sabra Joo

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

- A copy of the Indiana registration for the vehicle
- Copy of a valid driver's license
- Copy of an Indiana Driver's Record and/or equivalent of whatever State has issued the applicant his/her driver's license
- Proof of an independent safety inspection of all vehicles to be used in the business
- Proof of insurance in accordance with the limits described in Section 4.28.090 of the Bloomington Municipal Code:
 - 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
- 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.
- A copy of the business's registration with the Indiana Secretary of State.
- A copy of the Employer ID number
- A signed copy of the Prohibited Location Agreement
- A signed copy of the Standards of Conduct Agreement
- Fire inspection (if required)
- Picture of truck or trailer
- 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

For City Of Bloomington Use Only

Date Received:	Received By:	Date Approved:	Approved By:
09/04/2020	Marnina Patrick	09/24/2020	Larry Allen



John Hamilton

Mayor

CITY OF BLOOMINGTON

401 N. Morton St Suite 130

P.O. Box 100

Bloomington, Indiana 47402

**DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

p. 812.349.3418

f. 812.349.3520

Prohibited Location Agreement

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

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

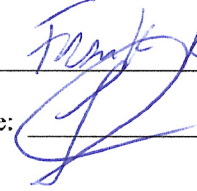
- € No mobile food vendor unit shall locate in any parking lot, parking space, or parking facility owned, leased or managed by the City of Bloomington unless approval has been given by the City's Board of Public Works.
- € No mobile food vendor unit shall operate within fifty feet of any facade of a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

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

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

Vendor:

Name: Frank Kenker

Signature: 

Date: 8/26/20

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.



Name, Printed



Signature



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
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: Frank Kenkon

Signature: 

Date: 8/26/20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/28/2020

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

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

PRODUCER	Sandi Taylor Hometown Insurance LLC 410 W Kirkwood Ave, Suite A Bloomington, IN 47404 License #: 883571	CONTACT NAME:	Sandi Taylor, CIC, CPCU	
		PHONE (A/C, No, Ext):	(812)822-2277	FAX (A/C, No):
		E-MAIL ADDRESS:	sandi@sthometownins.com	
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A :		The Hartford
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

INSURED: **Sober Joe Coffee, Inc.**
2750 S Walnut St.
Bloomington, IN 47401

COVERAGES CERTIFICATE NUMBER: 00001733-19883 REVISION NUMBER: 1


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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	N	36SBMBA7952	10/10/2019	10/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

© 1988-2015 ACORD CORPORATION. All rights reserved.



**ARTICLES OF INCORPORATION
DOMESTIC CORPORATION**

Slate Form 4159 (R22 / 6-18)

Approved and Filed
201810091283428/8053280
Filing Date: 10/10/2018
Effective :10/09/2018 11:00
CONNIE LAWSON
Indiana Secretary of State

Indiana Code 23-1-21-2
23-1.3-4-2
23-1.5-1-1
23-0.5-9-1
23-1.5-2-3

FILING FEE: \$100.00

ARTICLES OF INCORPORATION

The undersigned, desiring to form

a for-profit corporation, pursuant to the Indiana Business Corporation Law,
 a benefit corporation, pursuant to the Indiana Benefit Corporation Act,
 a professional corporation, pursuant to the Indiana Professional Corporation Act 1983, executes the following Articles of Incorporation:

ARTICLE I – NAME AND PRINCIPAL OFFICE

Name of the Corporation: *(The name must include the word Corporation, Incorporated, Limited, Company or an abbreviation thereof.)*
SOBER JOE COFFEE, INC.

Address of Principal Office *(number and street)* City State ZIP code
2750 S. WALNUT STREET BLOOMINGTON IN 47401

ARTICLE II – REGISTERED AGENT INFORMATION

To determine if your Registered Agent is a Commercial Registered Agent (CRA), go to INBIZ.in.gov.

Electronic Service of Process Information

Sending an e-mail to the e-mail address provided by a registered agent is NOT sufficient to effectuate valid service of process.

The Secretary of State is currently collecting a service of process e-mail address for registered agents. Until the Indiana Supreme Court writes rules and develops a technical solution, valid service may not be effectuated electronically.

If you do not want to provide a service of process e-mail address, you may choose to use a commercial registered agent. Because all commercial registered agents are required to have a service of process e-mail address on record with the Secretary of State, choosing to use a commercial registered agent means that you are not required to provide another service of process e-mail address.

Provide either commercial registered agent or noncommercial registered agent information below.

Commercial registered agent Name of registered agent *(Do not provide address.)*

OR

Noncommercial registered agent Name of registered agent
FRANK KERKER

Address *(number and street) (A P.O. Box is not acceptable unless accompanied by a Rural Route number.)* City State ZIP code
2750 S. WALNUT STREET BLOOMINGTON IN 47401

E-mail address of the registered agent at which the registered agent will accept electronic service of process
FPKERKER@AOL.COM

By checking the box, the Signator(s) represent(s) that the Registered Agent named in these Articles of Incorporation has consented to the appointment of Registered Agent.

ARTICLE III – AUTHORIZED SHARES

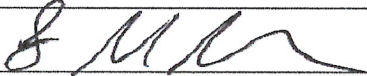
Number of shares the Corporation is authorized to issue: 1,000
If there is more than one class of shares, shares with rights and preferences, list such information as "Exhibit A."

ARTICLE VI – INCORPORATORS *(INCORPORATORS MAY NEVER BE AMENDED.)*

Name	Number and Street or Building	City	State	ZIP code
ERIN M. MARTOGLIO	400 W. 7TH STREET STE 110	BLOOMINGTON	IN	47404

2018 OCT -9 AM 7:08

Approved and Filed
201810091283428/8053280
Filing Date: 10/10/2018
Effective: 10/09/2018 11:00
Indiana Secretary of State

SIGNATURE	
In Witness Whereof, the undersigned <u>INCORPORATOR/ATTORNEY</u> of said Corporation signs these Articles of (Title)	
Incorporation and verifies, subject to penalties of perjury, that the statements contained herein are true, this <u>3RD</u> day of <u>OCTOBER</u> , 20 <u>18</u> .	
Signature 	Printed name ERIN M. MARTOGLIO

**Monroe County Health Department
Environmental Division
119 W. 7th Street
Bloomington, IN 47404
Phone: 812-349-2542
Health Officer: Thomas W. Sharp, M.D.**

Transaction Date: 8/28/2020

Receipt Num.: 26283

Paid at office

Fee Type	Permit Number	Pymt Method	Check Num	Number Occurences	Fee Amount
Food Service License, Push Cart	2020 FOOD LICENSE FOR SOBER JOES COFFEE	Cash		1.00	\$25.00
Total Received					\$25.00
Received From: FRANK KERKER					

Comments: TB

Services Provided on: 8/28/2020

Entered by: Teresa Benassi

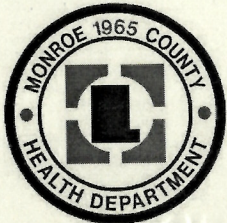
Thank You

Mobile Food Service Establishment License

Monroe County Health Department

Bloomington, IN 47404-3989

812-349-2542



SOBER JOE'S
FRANK KERKER
COMMISSARY – 2750 S. WALNUT STREET
BLOOMINGTON, IN 47404

2020

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 AUG 31 2020

By Thomas W. Shapiro

PERMIT EXPIRES FEBRUARY 28, 2021

This License Is Not Transferable to Any Other Individual or Location

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020-51**

**Pushcart in Public Right of Way
Sober Joe Coffee, 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, Sober Joe Coffee, Inc. (“Vendor”) intends to renew its Pushcart License under Bloomington Municipal Code 4.30; and

WHEREAS, Vendor desires to be able to use “City property” as defined in Bloomington Municipal Code 4.30.010, which includes sidewalks, on a temporary and transient basis for the purpose of selling food via a pushcart; and

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

WHEREAS, Vendor has obtained a Mobile Food Service Establishment license from the Monroe County Health Department, and

WHEREAS, Vendor will not produce any type of spark, flame, or fire; therefore, Vendor is not required to obtain a temporary vender permit from the City of Bloomington Fire Department; and

WHEREAS, Vendor has agreed to the Standards of Conduct set forth in Bloomington Municipal Code 4.30.150 and signed the Release, Hold-Harmless and Indemnification Agreement as required by Bloomington Municipal Code 4.30.090; and

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

1. Vendor has permission to use public sidewalks, on a temporary and transient basis, for the purposes of selling food via a pushcart until September 29, 2021.
2. For the avoidance of doubt, the following conditions—which in some instances may mirror those that exist under Title 4.30 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 Pushcart license issued by the City of Bloomington Controller prior to operation on City property, and will maintain a valid Pushcart license throughout the term of Vendor’s operation on City property.
 - c. Vendor may locate his business on a public sidewalk 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 on the public sidewalk.
 - d. Vendor shall remove his business from the public sidewalk 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 on a public sidewalk.
 - 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 4.30 (Pushcarts), and (2) all applicable City regulations, restrictions, and ordinances.
 - f. Vendor is prohibited from operating within a one-block radius of a Special Event, unless prior approval has been granted by either the operator of the Special Event or the City’s Board of Public

RESOLUTION 2020-51

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 ___ DAY OF SEPTEMBER, 2020.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

ALL TERMS AND CONDITIONS CONTAINED IN THIS RESOLUTION 2020-51 ARE ACCEPTABLE AND AGREED TO BY VENDOR:

Frank Kerker, Owner
Sober Joe Coffee, Inc.

Date: _____



Board of Public Works Staff Report

Project/Event: Quarter 3, 2020 Report of Staff-Level Encroachment Approvals

Staff Representative: Sara Gomez

Date: September 29, 2020

Report: Pursuant to *Amended Resolution 2016-02: Staff Level Approval of Standard Development Encroachment Requirements*, staff must report, on a quarterly basis, any encroachments which were approved on a staff-level. During the 3rd quarter of 2020, there was 1 such encroachment. The encroachment which staff approved was as follows:

1st Quarter- No encroachments

2nd Quarter- No encroachments

3rd Quarter- Milieu Dr. FDC/PIV at the Patterson Pointe Development Project



Board of Public Works Staff Report

Project/Event: Request from Wilhelm Construction for temporary lane closures on S Walnut St, and W 4th St adjacent to 4th St Parking Garage

Staff Representative: Sara Gomez

Petitioner/Representative: Wilhelm Construction/ Aaron Tague

Date: September 29th, 2020

Report: Wilhelm Construction is requesting an extension for the temporary lane closures along the following streets:

- West 4th Street - The southernmost eastbound lane will be closed from S. Walnut Street to the first alley to the west.
- South Walnut Street - The westernmost northbound/left-turn lane will be closed from W. 3rd Street north to W. 4th Street.

This request is to accommodate the reconstruction phase of the 4th Street Parking Garage. The closure extensions are scheduled to occur between the dates of October 1st, 2020 to December 12th, 2021.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Wilhelm Construction for temporary lane closures along S Walnut St, and W 4th St.

Recommend **Approval** **Denial by**

Sara Gomez



To: The Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, Indiana, 47404

September 14, 2020

Re: City of Bloomington – 4th Street Garage - Maintenance of Traffic Plan Extension

Dear Board Members,

F.A. Wilhelm Construction Co is continuing construction on the above referenced project. In order to facilitate the completion of this project we are requesting an extension of current approved lane closures surrounding the project. A copy of the current approved plan is enclosed, we have red lined the actual configuration based on current project scope. We are proposing an extension on the current parking and traffic lane on Walnut Street from 3rd to 4th Streets. We are proposing an extension of the current traffic lane on 4th Street from the mid-block alleyway to Walnut Streets. We are also confirming plans to close the mid-block alleyway from 3rd to 4th streets to vehicular traffic. This alleyway will remain open to pedestrian and patron traffic. This Traffic Plan will remain until in place thru December 12, 2021 or the completion of the project whichever comes first.

Wilhelm will coordinate with the City of Bloomington, City of Bloomington Utilities, law enforcement etc. to ensure this closure information is well communicated. It is our request that the Board of Public Works approves the proposed lane closures.

Feel free to contact me with any questions regarding this correspondence.

Best Regards,

Aaron M. Tague
Project Manager
FA Wilhelm Construction

Cc: Jason King, Tom Horton, Joe Popp, Josh Scism



GENERAL NOTES

- COORDINATE LOCATION AND INSTALLATION OF TEMPORARY TRAFFIC CONTROL SIGNAGE WITH CITY ENGINEER FIELD SPECIALIST SARA GOMEZ 812-349-3423 AND MIKE STENSON.
- CONTRACTOR TO CONTACT INDIANA 811 AND ANY OTHER UTILITY COMPANIES FOR UTILITY LOCATES PRIOR TO INSTALLING SIGNAGE.
- ALL TRAFFIC CONTROL DEVICES, SIGNAGE, PAVEMENT MARKINGS, AND THEIR INSTALLATION, SHALL COMPLY WITH THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- SIGNAGE AND PAVEMENT MARKING TO BE MAINTAINED THROUGH DURATION OF THE PROJECT.
- UPON COMPLETION OF PROJECT OR INTERIM MODIFICATIONS OF LANE CLOSURES, MODIFY SIGNAGE AND PAVEMENT MARKINGS TO THE EXISTING CONDITIONS. COORDINATE WITH CITY OF BLOOMINGTON REPRESENTATIVES.

PLAN NOTES

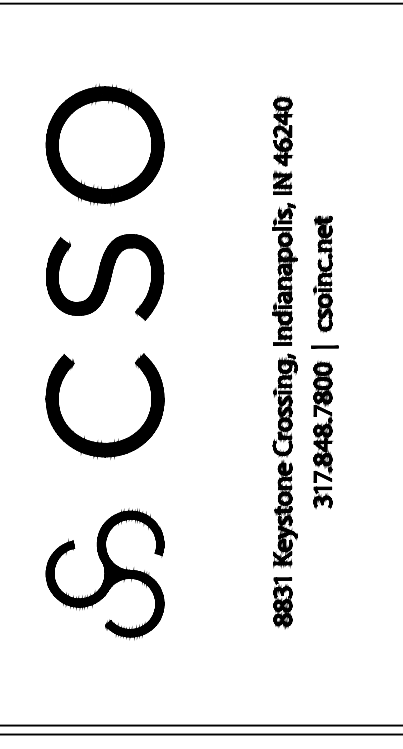
- ROAD WORK AHEAD, W20-1
- LEFT LANE CLOSED AHEAD, W20-5L
- LANE MERGING, W4-2
- END OF WORK, G20-2
- FLASHING MERGE RIGHT ARROW, ARROW BOARD TYPE A
- SIDEWALK CLOSED AHEAD CROSS HERE, R9-11
- SIDEWALK CLOSED, R9-9
- RIGHT LANE CLOSED AHEAD, W20-5R
- NOT USED
- INDIVIDUAL STRAIGHT ARROW ONLY, SUSPENDED ON SIGNAL WIRE, R3-5
- INDIVIDUAL RIGHT TURN ARROW ONLY, SUSPENDED ON SIGNAL WIRE, R3-5
- GRIND OUT THERMAL PAVEMENT MARKINGS "ONLY"
- REMOVE EXISTING STRAIGHT AND LEFT TURN ARROW SIGN, R3-6, SUSPENDED ON SIGNAL WIRE OVER WESTERN MOST LANE AND REMOUNT OVER THE CENTER LANE.
- REMOVE EXISTING LEFT TURN ARROW ONLY AND STRAIGHT ARROW ONLY SIGNS MOUNTED ON SIGNAL MAST AND REPLACE WITH COMBINED LEFT AND STRAIGHT ARROW SIGN, R3-6.
- ADD STRAIGHT ARROW TO EXISTING TURN ARROW THERMAL PAVEMENT MARKING
- GRIND OUT STRAIGHT ARROW HEADS FROM THERMAL PAVEMENT MARKINGS
- TEMPORARY IMPACT ATTENUATOR

LEGEND

- TEMPORARY THERMAL PLASTIC PAVEMENT MARKING ADJUSTMENT
- JERSEY BARRIER
- TEMPORARY TRAFFIC CONTROL SIGN, REFER TO PLAN NOTE
- TEMPORARY GATE FOR SITE ACCESS
- CHANNELIZATION DRUM
- FLASHING ARROW BOARD SIGN

ALL TRAFFIC CONTROL DEVICES, SIGNAGE, PAVEMENT MARKINGS, AND THEIR INSTALLATION, SHALL COMPLY WITH THE INDIANA MANUAL ON TRAFFIC CONTROL DEVICES AND INDOT STANDARDS.

GENERAL NOTES



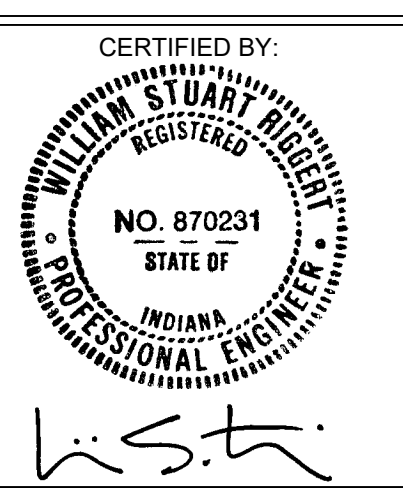
PROJECT:
DEMOLITION OF THE 4th STREET GARAGE
Bloomington, Indiana

SCOPE DRAWINGS:
These drawings indicate the general scope of the project. The contractor shall be responsible for the determination of all conditions, the location and depth of all utilities, and the location and depth of all structures. The contractor shall be responsible for the location and depth of all structures. The contractor shall be responsible for the location and depth of all structures.

REVISIONS:
1 REVISED SIGNAGE ALONG WALNUT ST. APPROACH TO 800 ST. 11-15-2019

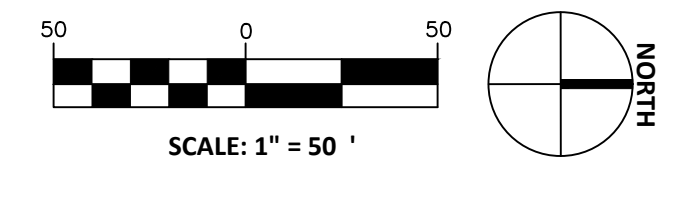
ISSUE DATE	DRAWN BY	CHECKED BY
04/29/19	DLN/BDB	WSR

DRAWING TITLE:
MAINTENANCE OF TRAFFIC PLAN



DRAWING NUMBER
C102

PROJECT NUMBER
19053.1





City of Bloomington
Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

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

Location: Mid Block Alleyway - From Approximately 3rd Street to 4th Street
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: Closure to Facilitate the Completion of the 4th Street Garage Project for City of Bloomington. Alleyway will remain open to pedestrians and patrons. Vehicle traffic will be blocked.

Date(s) of Closure: From Current Config To 12/16/21
 > 2 weeks? Yes No
 Start Time: 7 : a.m. / p.m.
 End Time: 7 : a.m. / p.m.
 Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: F.A. Wilhelm Construction Co., Inc.
 Contact Person (Printed Name): Aaron M. Tague
 Contact Email: AaronTague@FAWilhelm.com Contact Phone No.: 317.450.8824
 Signature: Aaron M. Tague Date: 9/14/20

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____
 Staff Representative: [Signature] Phone#: 812-349-3576 Date: 9-21-2020



City of Bloomington
Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: 4th Street - From the alleyway mid block to Walnut Street
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: Closure to Facilitate the Completion of the 4th Street Garage Project for City of Bloomington.

Date(s) of Closure: From <u>Current Config</u> To <u>12/16/21</u> > 2 weeks? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Start Time: <u>7</u> : <u> </u> a.m. / p.m.
Overnight Closure Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	End Time: <u>7</u> : <u> </u> a.m. / p.m.

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: F.A. Wilhelm Construction Co., Inc.
 Contact Person (Printed Name): Aaron M. Tague
 Contact Email: AaronTague@FAWilhelm.com Contact Phone No.: 317.450.8824
 Signature: *Aaron M. Tague* Date: 9/14/20

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: *Sarah Henry* Phone#: 812-349-3576 Date: 9-21-2020



City of Bloomington
Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402
Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

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

Location: Walnut Street - From Approximately 3rd Street to 4th Street
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: Closure to Facilitate the Completion of the 4th Street Garage Project for City of Bloomington.

Date(s) of Closure: From Current Config To 12/16/21
 > 2 weeks? Yes No
 Start Time: 7 : a.m. / p.m.
 End Time: 7 : a.m. / p.m.
 Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: F.A. Wilhelm Construction Co., Inc.
 Contact Person (Printed Name): Aaron M. Tague
 Contact Email: AaronTague@FAWilhelm.com Contact Phone No.: 317.450.8824
 Signature: Aaron M. Tague Date: 9/14/20

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____
 Staff Representative: [Signature] Phone#: 812-349-3576 Date: 9-21-2020

REGISTER OF PAYROLL CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
9/25/2020	Payroll				438,054.37
					<u>438,054.37</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 \$ 438,054.37

Dated this 29th day of September year of 2020.

Kyla Cox Deckard President Beth H. Hollingsworth Vice President Dana Palazzo Secretary

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Black Lives Matter Mural - Elm Street - Encroachment

Petitioner/Representative: ESD, Parks Dept, Banneker Community Center Advisory Council, & Bloomington Arts Commission.

Staff Representative: Sean Starowitz

Meeting Date: September 29, 2020

Event Date: October 17th (Rain date October 24th) 2020

Report: The City of Bloomington Economic & Sustainable Development Department, Board of Park Commissioners, Banneker Community Center & Advisory Council, Bloomington Arts Commission, Office of the Mayor, Community Family Resources Department and Bloomington Common Council endorse the painting of a Black Lives Matter mural on Elm Street between W. 7th St. and W 8th St. on October 17th (Rain Date 10/24/2020) from 8 AM to 8 PM. We are also planning an additional mural somewhere downtown, pending public engagement. This interdepartmental project is requesting the Board of Public Works to permit this use of a public right of way and join in this public display of support for our Black and Brown residents who have been fighting for justice and equality for far too long.

Recommend **Approval** by Sean Starowitz

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020-50**

**Encroachment Agreement Regarding the Installation of Public Art
on Elm St. between 7th Street and 8th Street**

WHEREAS, the Board of Public Works is empowered by Indiana Code § 36-9-6-2 to supervise city streets; and

WHEREAS, pursuant to IC § 36-9-6-3, the Board of Public Works has custody of and may maintain all real and personal property of the city;

WHEREAS, the City neither desires nor intends to vacate this right of way; and

WHEREAS, the City condemns systemic racism, racial animus, racial bias and all forms of racial inequity; and

WHEREAS, the members of the Banneker Community Center Advisory Council proposed a street mural which would include the painting of the words “Black Lives Matter” on W. 7th Street in front of the Banneker Community Center; and

WHEREAS, the street mural will not prohibit or inhibit pedestrian or vehicular traffic along the right of way; and

WHEREAS, the Bloomington Common Council passed its Resolution 20-16 in support of this proposed street mural on September 23, 2020; and

WHEREAS, the City wishes to authorize the installation of public art which vividly portrays the City’s condemnation of racism and inequality that has for far too long acutely affected the City’s Black and Brown residents;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City approves this effort to demonstrate its animosity to all forms of racism and hereby agrees to allow an encroachment of this public art street mural upon the public right of way at Elm Street between W. 7th Street and 8th Street.
2. No further encroachments may be made onto the right of way without first obtaining the Board of Public Works’ approval for any additional encroachment.
3. If at any time it is determined that the right of way should be improved to better serve the public or other public improvements need to be made in the right of way, and the encroaching street mural interferes with the planned public improvements, the City shall provide notice regarding the necessary removal of the encroaching street mural.

ADOPTED THIS _____ DAY OF _____, 2020.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary



Board of Public Works Staff Report

Project/Event: Resolution to uphold the Order to Seal and Order to Vacate for 231 N Adams St

Petitioner/Representative: HAND

Staff Representative: Michael Arnold

Date: 29 September 2020

Report:

14 September 2020	Report of House struck by vehicle
15 September 2020	Drive by Inspection
17 September 2020	Issued Order to Vacate and Order to Seal
29 September 2020	Request Resolution be upheld by the Board

The house on this property was struck by a vehicle on 13 September 2020. Inspection showed that the front portion of the structure was dislodged from the foundation approximately three feet. HAND is requesting the structure be sealed and vacated until such time it can be repaired or removed. Order to Vacate will remain in place until the structure is in compliance with Monroe County Building Department requirements.

HAND is requesting the Board uphold the Resolutions to Seal the structure for More than 90 Days and to Vacate this structure.

Recommend **Approval** **Denial by:** Michael Arnold



**City of Bloomington
Housing and Neighborhood Development**

15 September 2020

Dustin Matthew and Crystal Dawn Sullivan
2912 State Ferry Rd
Solsberry IN 47459

**UNSAFE BUILDING
ORDER TO VACATE**

RE: Structure(s) located at 231 N Adams St., Bloomington, Indiana 47404
Legal description of relevant property: 013-34620-00 Watemans Lot 11

You are the recorded owner of the aforementioned property ("Property"). A recent inspection determined the Property to contain an unsafe structure(s) due to an accident that occurred at this location and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **VACATE THE STRUCTURE(S)** at the above-referenced property within **10** days, to wit: by 12 midnight local time on **09 October 2020**. This Order expires on 15 September 2022

The following actions must be taken to comply with this Order:

1. **The structure shall be vacated.**
2. **Contact Monroe County Building Department regarding permits required to make repairs or to initiate demolition.**
3. **Contact City of Bloomington Housing and Neighborhood Development Departments Historic Preservation Project Manager regarding necessary repair or for demolition procedure regarding this structure.**
4. **The structure shall remain vacant until:**
 - a. **Repairs are made,**
 - b. **The County Building Department has signed off on the repairs and**
 - c. **HAND has received confirmation in writing from the Monroe County Building Department**

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO VACATE** is being issued as a result of inspection(s) conducted by HAND on 15 September, 2020. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;

- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
; and/or
- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 29 September 2020**. The hearing will take place during the virtual meet (Contact City of Bloomington Public Works for information to access the virtual meeting). You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.

Doris Sims (C.F.)

Doris Sims, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402

9-17-20
Date

BOARD OF PUBLIC WORKS
RESOLUTION 2020-48
Unsafe Order for 231 North Adams Street, Bloomington, Indiana

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Vacate** the property located at 231 North Adams Street, Bloomington, Indiana ("Property") because said Property is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND has issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of September 29, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works now

- Affirms the Order issued by HAND on September 18, 2020.
- Rescinds the Order issued by HAND on September 18, 2020.
- Modifies the Order issued by HAND on September 18, 2020. The modification of HAND's original Order is less stringent and now requires the property owner to take the following actions: _____

_____.

So Ordered this 29^h day of September, 2020.

By: _____
Dana Palazzo

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

WITNESS, my hand notarial seal this _____ day of _____, 20__.

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name of Notary



Board of Public Works Staff Report

Project/Event: Resolution to uphold the Order to Seal and Order to Vacate for 231 N Adams St

Petitioner/Representative: HAND

Staff Representative: Michael Arnold

Date: 29 September 2020

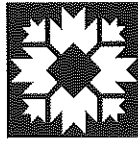
Report:

14 September 2020	Report of House struck by vehicle
15 September 2020	Drive by Inspection
17 September 2020	Issued Order to Vacate and Order to Seal
29 September 2020	Request Resolution be upheld by the Board

The house on this property was struck by a vehicle on 13 September 2020. Inspection showed that the front portion of the structure was dislodged from the foundation approximately three feet. HAND is requesting the structure be sealed and vacated until such time it can be repaired or removed. Order to Vacate will remain in place until the structure is in compliance with Monroe County Building Department requirements.

HAND is requesting the Board uphold the Resolutions to Seal the structure for More than 90 Days and to Vacate this structure.

Recommend **Approval** **Denial by:** Michael Arnold



**City of Bloomington
Housing and Neighborhood Development**

15 September 2020

Dustin Matthew and Crystal Dawn Sullivan
2912 State Ferry Rd
Solsberry IN 47459

**UNSAFE BUILDING
ORDER TO SEAL**

RE: Structure(s) located at 231 N Adams St., Bloomington, Indiana 47404
Legal description of relevant property: 013-34620-00 Watemans Lot 11

You are the recorded owner of the aforementioned property ("Property"). A recent drive by inspection was conducted as a result of the accident that occurred at this location. It was determined the Property to contain an unsafe structure(s) and revealed violations of Bloomington Municipal Code ("B.M.C.") Chapter 17.16 and Indiana Code ("I.C.") Chapter 36-7-9. Pursuant to B.M.C. Chapter 17.16 and I.C. § 36-7-9-5(a)(2), you are hereby **ORDERED** to **SEAL THE STRUCTURE(S)** at the above-referenced property within **10** days, to wit: commencing on the date of receipt of this Order to Seal. This Order expires on 15 September 2022.

The following actions must be taken to comply with this Order:

Properly seal the structure to prevent unauthorized entry. See the end of this report for information regarding the proper way to seal the structure.

The structure referenced above is being declared unsafe in accordance with B.M.C. Chapter 17.16 and I.C. § 36-7-9-4(a) and this **ORDER TO SEAL** is being issued as a result of inspection(s) conducted by HAND on 15 September 2020. The inspection(s) revealed that the property is:

- In an impaired structural condition that makes it unsafe to a person or property;
- A fire hazard;
- A hazard to the public health;
- A public nuisance;
- Dangerous to a person or property because of a violation of the below listed statute or ordinance concerning building condition or maintenance:
17.16.060(a); and/or

- Vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of the below listed statute or ordinance:

The law requires a hearing be held before this Order can go into effect. To that end, a hearing will be conducted by the City of Bloomington's ("City") Board of Public Works ("Board") at **5:30 p.m. local time on 29 September 2020**. The hearing will take place during the virtual meet (Contact City of Bloomington Public Works for information to access the virtual meeting). You or your legal counsel may present evidence, cross-examine witnesses, and present arguments at this hearing.

Failure to comply with this Order by the deadline(s) imposed may result in the City issuing citations for violations of the B.M.C., civil penalties being assessed against you, a civil suit being filed against you, the City making the necessary repairs (either by itself or via the use of an independent third-party contractor) and placing a lien on the Property to recover costs associated with this action, and/or demolition of the Property.

You must notify the City's HAND Department within five (5) days if you transfer title, or if another person or entity agrees to take a substantial interest in the Property. This notification shall include the full name, address and telephone number of the person or entity taking title of or substantial interest in the Property. The legal instrument used in the transfer must also be supplied to the HAND Department. Failure to comply with this notification requirement may render you liable to the City if a judgment is entered for the failure of the City to provide notice to persons holding an interest in the Property.

If you have questions regarding this Order, please feel free to contact Neighborhood Compliance Officer Mike Arnold during normal business hours at the address, telephone number, and/or email herein provided:

Michael Arnold
Neighborhood Compliance Officer
Housing & Neighborhood Development Department (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402
(812) 349-3401
arnoldm@bloomington.in.gov.

Doris Sims (C.F.)
Doris Sims, Director
City of Bloomington
Housing & Neighborhood Development (HAND)
401 N. Morton Street/P.O. Box 100
Bloomington, Indiana 47402

9-17-20
Date

17.16.060 Uniform standards for sealing an unsafe building.

Pursuant to Indiana Code §§ 36-7-9-5(a)(2) and 36-7-9-5(a)(8), this section hereby establishes a uniform standard for sealing an unsafe building against intrusion by unauthorized persons when such an order is issued by the housing and neighborhood development department or the board of public works:

- (a) All openings of a building shall be closed.
- (b) Openings that are more than one square foot in area and located less than twenty feet above the ground or that are accessible from a part of the building such as a fire escape or other means of access shall be secured by the following means:
 - (1) Plywood or oriented strand board, covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building and cut to the inside dimension of the exterior of the opening, shall be placed in all openings in such a way that no portion of the plywood or oriented strand board extends outside the existing frame.
 - (A) The plywood or oriented strand board shall be placed against any existing exterior window slide trim or a furring strip.
 - (B) If there is no slide trim or furring strip, an equivalent block shall be installed.
 - (C) The slide trim, furring strip or block shall be sufficient to prevent the plywood or oriented strand board from being pushed inward.
 - (D) The plywood or oriented strand board shall be affixed to the exterior frame by use of two and three-quarters-inch or longer ring nails spaced a maximum of eight inches apart.
 - (2) Where the inside dimension of the opening exceeds twenty-six square feet in area, additional exterior support shall be provided by placing continuous pieces of nominal two-inch by four-inch framing grade lumber on the outside of the plywood or oriented strand board in such a manner that every carriage bolt used in the opening passes through and joins such a piece of nominal two-inch by four-inch lumber, the plywood or oriented strand board and the interior brace.
 - (A) The round head of the bolt shall be on the outside of such pieces of nominal two-inch by four-inch lumber that gives exterior support.
 - (B) The pieces of nominal two-inch by four-inch framing grade lumber shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.
 - (3) In case of a ground level door the following method of securing shall be used:
 - (A) The door shall be placed in good repair including, but not limited to, closing any openings in the door, repairing hinges on the door and providing for an adequate closure to the opening; and
 - (B) The door shall be locked by the use of not less than two hasp locks and padlocks to be located equidistant from the top and bottom casing and each other.
 - (C) If no door exists, or if it is impractical to repair the existing door, the opening shall be secured in the manner described in this subsection, substituting, however, a piece of plywood or oriented strand board for the door. They plywood or oriented strand board shall be covered with a weatherproofing substance such as exterior paint or varnish, similar in color to the exterior of the building.

- (c) Any opening that is less than one square foot in area or that is both more than twenty feet above the ground and not accessible from a part of the building shall be covered so as to prevent the entry of birds, rats or other animals and shall be made weather tight. The covering shall be painted in color similar to the exterior of the building.
- (d) The materials used to secure the openings of a building pursuant to these standards shall meet the following specifications:
 - (1) Plywood or oriented strand board: no less than one-half-inch exterior grade;
 - (2) Braces: no less than nominal two-inch by four-inch framing grade lumber; and
 - (3) Bolts: no less than three-eighths-inch carriage bolts.
- (e) The housing and neighborhood development department or board of public works may allow the use of other materials and methods of securing openings, including the use of existing doors, if it is shown that, as related to the particular circumstances, the objectives of these standards would be met by the use of such materials and methods.

(Ord. No. 14-23, § 1, 10-29-2014)

**BOARD OF PUBLIC WORKS
RESOLUTION 2020-49
Unsafe Order for 231 North Adams Street, Bloomington, Indiana**

WHEREAS, the City of Bloomington Housing and Neighborhood Development (HAND) has issued an **Order To Seal** the property located at 231 North Adams Street, Bloomington, Indiana ("Property") because said Property is unsafe as defined by both Indiana Code 36-7-9 and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, HAND has issued an Order to the owner of record for the Property, and those individuals or corporations who are believed to have a substantial interest in the Property, in accordance with the rules and procedures outlined in Indiana Code 36-7-9 *et seq.* and Chapter 17.16 of the Bloomington Municipal Code; and

WHEREAS, the Board of Public Works heard testimony and reviewed evidence on this Order at its Regular Meeting of September 29, 2020.

NOW, THEREFORE, BE IT RESOLVED THAT:

The Board of Public Works now

- Affirms the Order issued by HAND on September 18, 2020.
- Rescinds the Order issued by HAND on September 18, 2020.
- Modifies the Order issued by HAND on September 18, 2020. The modification of HAND's original Order is less stringent and now requires the property owner to take the following actions: _____

_____.

So Ordered this 29^h day of September, 2020.

By: _____
Dana Palazzo

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as a voluntary act and deed.

WITNESS, my hand notarial seal this _____ day of _____, 20__.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name of Notary





PRIVATE
PROPERTY
NO TRESPASSING

POLICE LINE
DO NOT CROSS







Board of Public Works Staff Report

Project/Event: Approve Addendum 2 to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 09/29/2020

Report: This project will install physically protected bicycle lanes on 7th Street from the B-Line Trail to Woodlawn Avenue as part of the City's bicentennial bond package.

American Structurepoint is currently under contract to perform preliminary engineering services for this project. This addendum will add services for unexpected driveway redesign and new rain gardens for green stormwater infrastructure. The additional services will add \$21,025 for a new contract not to exceed amount of \$366,007.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Addendum 2 to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project with American Structurepoint, Inc.

Recommend **Approval** **Denial by** Neil Kopper

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	09/29/2020
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	Future	2020
Construction Contract	Future	2020

*Original Design Services Contract approved 12/11/2018, Amendment 1 approved 6/9/2020.

PROJECT NAME: 7th Street Protected Bike Lane Improvements

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 11 day of December by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and American Structurepoint, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive design services necessary for future construction of 7th Street Protected Bike Lane Improvements from B-Line to Woodlawn Ave; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including project management, the preparation of a topographic survey including utilities, coordination with various stakeholders including utilities and adjacent property owners, the preparation of plans, specifications and cost estimates, pavement design, and traffic study services; which shall be hereinafter referred to as "the Services"; and

WHEREAS, it is in the public interest that such Services be undertaken and performed; and

WHEREAS, Consultant is willing and able to provide such Services to the Board;

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

Article 1. Scope of Services: Consultant shall provide required Services for the Board as set forth in Exhibit A, Scope of Services. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

Consultant shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

In the performance of Consultant's work, Consultant agrees to maintain such coordination with the Board as may be requested and desirable, including primary coordination with the Planning and Transportation Department officials designated by the Board as project coordinator(s).

Consultant agrees that any information or documents, including digital GIS information, supplied by the Board pursuant to Article 3, below, shall be used by Consultant for this project only, and shall not be reused or reassigned for any purpose.

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated

herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of Three Hundred Thirty Eight Thousand, Nineteen Dollars (**\$338,019**). This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

If Consultant for any reason is not allowed to complete all the services called for by this Agreement, the Consultant shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by the Consultant if used, reused, changed or completed by the Board or by another party. Accordingly, the Board agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change, or completion by any other party of any construction documents prepared by the Consultant.

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

reserves the right to reject any of the Consultant's personnel or proposed outside professional subconsultants, and the Board reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

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

Consultant:

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

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

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

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

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

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

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

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

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

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

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

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


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


Owner

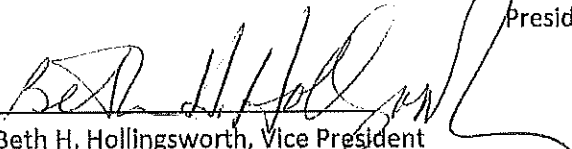
Consultant

City of Bloomington
Board of Public Works

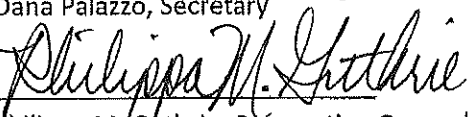
American Structurepoint, Inc.

By: 
Kyla Cox Deckard, President


Willis R. Conner
President

By: 
Beth H. Hollingsworth, Vice President

By: 
Dana Palazzo, Secretary

By: 
Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 12.7.18


CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 12-11-18
FUND/ACCT: VARIOUS

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

The CONSULTANT shall be responsible for performing the following activities:

A. GENERAL

The CONSULTANT shall provide engineering and prepare road and traffic design plans, preliminary opinions of probable construction cost, and other submittal documents following the City of Bloomington, Indiana supplemented with the INDOT Design Manual 2013 version (current) and revisions thereto, for the Improvements of 7th Street from B-Line to Woodlawn Ave, all in the City of Bloomington, Monroe County, IN.

B. PROJECT MANAGEMENT

The CONSULTANT shall coordinate and manage the efforts of subconsultants. The CONSULTANT shall assemble all final documents provided by the subconsultants into one set of final documents delivered to the OWNER. The CONSULTANT shall provide monthly progress reports to the client, and attend quarterly meetings with the client for the duration of the project design. The CONSULTANT shall provide quality assurance of all documents provided by the subconsultants.

C. TOPOGRAPHIC SURVEY

1. The CONSULTANT shall provide the field survey required for preparation of design plans in conformance with the requirements of Chapter 106 of the Indiana Department of Transportation (INDOT) Design Manual (Survey Manual).
2. The survey limits are generally described below:
 - a. Along 7th Street from 300 linear feet west of B-Line to 200 linear feet east of Woodlawn Avenue with a total length of not more than 4,350 linear feet. The survey corridor width shall be from south building face to north building face for the entire length of the corridor.
 - b. No more than an additional 50 linear feet (beyond building face to building face) along Public Street Approaches, alleys, and private drives for the length of 7th Street.
3. The CONSULTANT shall make a request through the Indiana Underground Plant Protection Service as provided by Indiana Code 8-1-26 to have public utilities marked within the public rights-of-way and recorded easements. The CONSULTANT will not be responsible for damages resulting from a utility company who does not respond or for utilities that are not marked or that are mismarked.

D. ROAD DESIGN AND PLAN DEVELOPMENT

1. The CONSULTANT shall prepare Stage 1 (30%), Preliminary Field Check (50%), Stage 3 (90%), and Final Tracings (100%) plans, special provisions for the specifications, and opinions of

probable construction cost, which will be 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*, NACTO's Urban Bikeway Design Guide, and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any, as well as City of Bloomington. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the Owner, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

- a. The road design limits are generally described as follows:
 - i) Along 7th Street from B-Line to Woodlawn Avenue, with a total length of not more than 3,850 linear feet.
 - ii) No more than 50 linear feet from a 7th Street thru travel lane for all public street approaches, alleys, and private drives, as shown in Attachment No. 1. The road design limits will not extend beyond public right-of-way for private approaches.

- b. The anticipated project design scope is described below:
 - i) 3,850 linear feet of general road design with a roadway typical section anticipated to include:
 - (a) (2) 10'-11' travel lanes**
 - (b) 7'-8' parking lane along the north side of 7th Street**
 - (c) 2' curbing for protected bike lane**
 - (d) 10' two-way bike lanes along the south side of 7th Street**
 - (e) New curb and gutter along the south side of 7th Street for widened roadway to accommodate the protected bike lanes.

**The width of these roadway design items will be determined during the Stage 1 design phase.

The CONSULTANT will work with the city during the conceptual design phase of the project to identify and evaluate key design elements and variations for each design element in order to determine the most desirable outcome for the project. This exercise will be performed for multiple design elements (travel lane widths, parking lane width and location, bus stop locations, and bike lane widths to name a few) for the entire project length. This exercise will be limited to the conceptual design phase only.

- ii) Intersection improvements based on traffic analysis recommendations.
- iii) Resurfacing of 7th Street for the entire project length and up to the end of the curb returns (i.e. radii) at public street approaches and alleys.

- iv) Storm Sewer Inlet and Roadway Spread Design for the widening of 7th Street and introduction of protected bike lane curb (does not include storm sewer system analysis, detention, and/or storm water quality design).
- v) Pedestrian landings/islands and bike lanes at a maximum of 5 Bloomington Transit bus stops, all on the south side of 7th Street.
- vi) ADA compliant bus stops and curb bumpouts at key locations, at a maximum of 6 Bloomington Transit bus stops, all on the north side of 7th Street.
- vii) Sidewalk and curb ramp construction along the south side of 7th Street for the entire length of the project as necessary to widen 7th Street for the protected bike lane and as necessary for the south side ramps to correspond to the north side ramps.
- viii) Curb ramp construction on the north side of 7th Street at public street approaches, as necessary to correspond with the widening and curb ramps being constructed on the south side of 7th Street.
- ix) Intersection treatments through intersections to delineate bike lanes including but not limited to colored pavement and additional signage.

2. The CONSULTANT will schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (50 percent complete plans) during the design phase.

The pavement section for the widening of 7th Street is assumed to be 1.5-in. of HMA Asphalt on 6-in. of concrete, without reinforcement (i.e. sawn joints only), on subgrade treatment (compacted aggregate).

Any changes to the design elements listed directly below, after acceptance of the Stage 1 (30%) Plans, will be considered outside the scope of services and will be subject to additional fee.

- Roadway Alignment
- Roadway Typical Section(s)

E. TRAFFIC ANALYSIS

Traffic (Turning Movement) Counts

- Traffic counts to be provided by City of Bloomington.
- If traffic counts are unavailable, ASI can provide for an additional fee.

Parking Review

ASI will review parking study reports as provided by the City. ASI will not be performing any additional parking evaluations or analysis, but will perform the following tasks:

- Identify impacts to parking resulting from the reconfiguration of the roadway/shifting of lanes.

- Assist the City with a mitigation strategy to minimize the overall impact to/loss of available parking.

Intersection Capacity Analysis & Warrants Analysis

The capacity of all signalized and all AWCS (all-way stop-controlled) intersections (9 total intersections) will be evaluated based on provided data using appropriate analysis/modeling software. This will better ensure that intersection designs will be adequate for the likely traffic on the reconfigured roadway.

TWSC/AWSC Intersection Analysis

Of the 11 intersections along this corridor, 7 are all-way stop-controlled. Of the remaining 4, two are signalized, and the remaining 2 are minor-street stop-controlled only. ASI will perform the following tasks:

- Excluding the intersection of 7th Street & Woodlawn, the existing AWSC intersections will be analyzed to determine the most appropriate traffic control (TWSC vs. AWSC) as well the necessary lane configurations to achieve an optimal result.
- This analysis will be based upon the capacity analyses performed utilizing the new turning movement counts.

Traffic Signal Modifications

The traffic signals at the intersections of 7th/Walnut and 7th/College will require modifications to accommodate the new protected bike lane. ASI will perform the following tasks:

- Obtain and review traffic signal plans for the study intersections.
- Utilize data previously collected as part of ASI's traffic signal retiming project (such as signal timings, and other relevant data as appropriate) for the study intersections.
- Obtain survey and supplement with a field visit as necessary to serve as the basis for design of improvements.
- Develop traffic signal modification plans, including the addition of bicycle signal heads, engineer's estimates, and special provisions.

Deliverables

The CONSULTANT will provide the following deliverables.

- Draft & final traffic analysis memorandum detailing the findings of the intersection analyses, the signal warrant analyses, and the stop-control warrant analyses.

F. TRAFFIC SIGNAL MODIFICATIONS DESIGN

The traffic signals at the intersections of 7th/Walnut and 7th/College will require modifications to accommodate the new protected bike lane. ASI will perform the following tasks:

- Obtain and review traffic signal plans for the study intersections.
- Utilize data previously collected as part of ASI's traffic signal retiming project (such as signal timings, and other relevant data as appropriate) for the study intersections.
- Obtain survey and supplement with a field visit as necessary to serve as the basis for design of improvements.
- Develop traffic signal modification plans, engineer's estimates, and special provisions.
- Submit for review and approval.

G. ROADWAY LIGHTING EVALUATION

The Engineer shall evaluate the photometrics along 7th Street between the B-Line Trail and Woodlawn Avenue to identify a recommended lighting configuration for the proposed roadway. The Engineer will coordinate with the City to identify a preferred pole/fixture combination. A cost estimate of the recommended lighting configuration will be prepared based on conceptual design. The analysis results, cost estimate and recommendations will be provided in a summary memorandum.

H. UTILITY COORDINATION

The CONSULTANT shall provide coordination necessary to prepare application documents and process utility relocation coordination to secure appropriate certifications and approvals necessary for construction of this project, including coordinating with utilities and supplying necessary plans and design information for coordination of utility relocations in accordance with Indiana Design Manual Chapter 104 and 105 IAC 13.

I. RULE 5 PERMIT

The CONSULTANT shall prepare and submit a Rule 5 Erosion Control Plan to procure appropriate Indiana Department of Environmental Management Notice of Intent for construction.

J. MEETINGS

The CONSULTANT shall, as needed, make arrangements for and attend meetings in cooperation with the Owner, local officials, planning agencies or commissions, and civic organizations for appropriate project coordination with the local stakeholders and the community. The CONSULTANT will prepare meeting minutes and letter responses to questions as needed. The following meetings are included in this scope.

1. One plan review meeting at each plan development stage (30%, 50%)
2. Two meetings with project stakeholders
3. Two public information meetings
4. One meeting with utilities in addition to the field check

K. BIDDING PHASE SERVICES

The services for this phase will include issuing addenda as appropriate, attending the pre-bid conference, and answering contractor questions. This scope assumes the City of Bloomington will prepare the contract book for bidders, including but not limited to all bidder information, front end contract documents, and specifications unique to the City of Bloomington.

L. SUBCONSULTANT CONCEPTUAL PLANNING, DESIGN, PUBLIC INVOLVEMENT, AND QCQA SERVICES

The CONSULTANT shall engage a bike lane design Subconsultant to aide in the Conceptual Planning and Design of the project. The Subconsultant will also be included in the public involvement for the

project, as well as provide QC/QA assistance for the final plan submittal stages. The general scope of Subconsultant services is attached as Exhibit H.

M. CONSTRUCTION PHASE DESIGN SERVICES

1. The CONSULTANT shall review all shop drawings for this Agreement during construction. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto, or accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, coordination of the work with other trades, all of which are the sole responsibility of the Contractor. The Engineer's review will be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
2. Following the award of a construction contract, the Engineer will be responsible for attending the preconstruction meeting.
3. During the course of construction, the Engineer shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the Engineer's plans. All such inquiries will be made only by persons designated by the Owner to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The Engineer shall not be required to respond to inquiries by persons other than the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
4. As needed and directed by the Owner, the Engineer shall perform construction-phase utility coordination services.

N. DELIVERABLES

Upon completion and final approval of the services by the Owner, the CONSULTANT shall deliver to the Owner the following.

For Final Road and Traffic Plans:

1. One (1) set of final approved tracings of the contract plans drawn to a suitable scale on standard 22" x 34" sheets.
2. Two (2) set of plans sheets in Adobe Acrobat® .pdf format (latest version at the time of completion of the plans) and electronic computer-aided design (CAD) files in GIS (State Plane Coordinates, Indiana West Zone, NAD83 projection on CD-ROM. CAD files shall be in AutoCAD 2012 format. The labeling on the submitted electronic media shall include the following:

- The Project Name
- The CONSULTANT's company name and address
- The date of submittal
- The file formats used
- An Index to all included sheet (files) indicating which file name equals which drawing name

3. One (1) set of Special Provisions for the Specifications
4. One (1) copy of the opinion of probable construction cost

Additional general data shall be issued at the mutual agreement of the CONSULTANT and the Owner. The CONSULTANT does not authorize or assume liability for any reuse of the documents or digital materials described in this section for any purpose other than this project and the specific use intended, unless adapted by and approved by the CONSULTANT.

O. EXCLUDED SERVICES

The following items are excluded from the scope of services unless requested by the Owner and will be subject to additional fee if requested.

- Pavement Design
- Landscape and/or Streetscape Design
- Right-of-Way Engineering Services
- Land Acquisition Services
- Sanitary Sewer Design
- Water Main Design
- Wetland or Tree Mitigation Design
- Noise wall Design
- Bid review and recommendation for awarding construction contract
- Engineering assessment (including alternatives analysis)
- Utility Relocation Design
- Environmental Services
- Geotechnical Investigation Services
- Subsurface Utility Engineering Services
- Roadway Lighting Design (recommendations only)
- Additional Meetings beyond what is included
- Traffic Analysis to convert 7th Street to a one-way street
- Signal Warrant Analysis

**EXHIBIT B
COMPENSATION**

This project is to be conducted on a Lump Sum and hourly basis with an agreed Maximum Cost of Three Hundred Thirty Eight Thousand, Nineteen Dollars (**\$338,019**). The total agreed Maximum Lump Sum amount of Three Hundred Nineteen Thousand, Three Hundred Ninety Nine Dollars (**\$319,399**) shall not be exceeded without written approval from the City.

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete in accordance with the following fee schedule:

7th Street Protected Bike Lane Improvements

Project Management	\$15,720
Topographic Survey	\$57,830
Road Design and Plan Development.....	\$118,290
Traffic Analysis	\$18,130
Traffic Signal Modifications Design.....	\$16,320
Roadway Lighting Evaluation	\$6,520
Utility Coordination.....	\$12,500
Rule 5 Permit.....	\$7,840
Meetings	\$29,980
Subconsultant Conceptual Planning, Design, Public Involvement, and QC/QA Services....	\$36,269

For Bidding Phase Services and construction phase services, the CONSULTANT will be compensated on a wage schedule basis. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the rates shown in Exhibit G, and direct non-salary costs as approved by the OWNER. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed eighteen thousand six hundred twenty dollars (\$18,620) unless and until a supplemental agreement is executed.

**EXHIBIT C
ESTIMATED PROJECT SCHEDULE**

MILESTONE	ESTIMATED COMPLETION	COMMENTS
Notice to Proceed (NTP)	December 2018	
Survey	On or before March 15, 2019	
Traffic Analysis	March 2019	
Stage 1 (30%) Plans	May 2019	
Preliminary Field Check Plans (50%)	June/July 2019	
Stage 3 (90%) Plans	October 2019	
Final Tracings (100%)	December 2019	
Project Letting	January/February 2020	Scheduled by City

Note: The above schedule is based on receiving NTP in 2018. Receipt of NTP after 2018 will result in a delay to the project schedule shown.

**EXHIBIT D
KEY PERSONNEL**

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

<u>Position / Responsibility</u>	<u>Name</u>
Principal in Charge	Mike McBride, PE
QC/QA Manager	Hardik Shah, PE, PTOE
Project Manager	Nicholas Murphy, PE
Bike Path Designer	Jeremy Chapman, PhD, PE, PTOE, JD
Surveyor	Jeff Douglas, PS
Subconsultant (Toole Design) Project Manager	Sagar Onta, PE, PTOE

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

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

Cash E. Canfield
Cash E. Canfield
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Cash E. Canfield and acknowledged the execution of the foregoing this 30th day of November, 2018.

Maureen T. Walker
Notary Public
Maureen T. Walker
Printed name

My Commission Expires: April 12, 2024
County of Residence: Hamilton



EXHIBIT F
NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

OATH AND AFFIRMATION

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

Dated this 30th day of November, 2018.

American Structurepoint, Inc.
(Name of Organization)

By: *Cash E. Canfield*
Cash E. Canfield
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me this 30th day of November, 2018

Maureen T. Walker
Notary Public
Maureen T. Walker
Printed name

My Commission Expires: *April 12, 2024*
County of Residence: *Hamilton*



American Structurepoint, Inc.

EXHIBIT G

Direct Labor	1.00	O/H Rate 175.35%	DL & OH	ECI 0.00%	D/L, O/H & ECI	Fee 10.90%	D/L, OH, ECI & Fee	FCCM 0.34%	Billing Rate
\$		\$ 1.75	\$ 2.75	\$ -	\$ 2.75	\$ 0.30	\$ 3.05	\$ 0.00	\$ 3.06
									% Escalation of the Labor Rate
									305.70%
Year of Indirect Cost Submission	2017								
Date of Certified Paid Hourly Rates	9/19/2018								

Labor Classification or Project Classification	Certified Hrly Pay	Escalation Rate	Audited Billing Rate		
Principal	\$ 67.58	305.70%	\$ 206.59		
Project Manager	\$ 61.62	305.70%	\$ 188.37		
Senior Engineer	\$ 47.52	305.70%	\$ 145.27		
Project Engineer	\$ 38.45	305.70%	\$ 117.57		
Senior Planner	\$ 39.13	305.70%	\$ 119.62		
Project Planner	\$ 33.90	305.70%	\$ 103.63		
Senior Environmental Specialist	\$ 51.01	305.70%	\$ 155.94		
Environmental Specialist	\$ 33.55	305.70%	\$ 102.56		
Landscape Architect	\$ 21.50	305.70%	\$ 65.73		
Staff Engineer, Staff Planner, & Staff Surveyor	\$ 27.43	305.70%	\$ 83.85		
Staff Scientist	\$ 22.19	305.70%	\$ 67.84		
Senior Technician	\$ 39.04	305.70%	\$ 119.35		
Technician	\$ 21.93	305.70%	\$ 67.04		
Researcher	\$ 29.20	305.70%	\$ 89.27		
Registered Land Surveyor	\$ 45.29	305.70%	\$ 138.45		
Survey Crew Chief	\$ 34.19	305.70%	\$ 104.52		
Survey Crew Member	\$ 21.61	305.70%	\$ 66.06		
Resident Project Representative	\$ 37.53	305.70%	\$ 114.73		
Construction Inspector	\$ 27.40	305.70%	\$ 83.76		
Interns and Co-ops	\$ 15.57	305.70%	\$ 47.60		

Notes:

EXHIBIT H

Toole Design Scope and Fee for

7th Street Protected Bike Lane Engineering Services

Bloomington, IN

November 27, 2018

Project Description

The City of Bloomington (City) is seeking engineering services to prepare conceptual design, public engagement and final design drawings for the 7th Street Protected Bike Lane project in downtown Bloomington. The project aims to provide a safe and comfortable two-way bicycle facility from B-Line to Woodlawn Street, traversing several signalized and unsignalized intersections, alleyways, driveways and adjacent to on-street parking.

Toole Design will support the American Structurepoint project team by providing following services:

Task 1 Project Management

- Participate in one kick-off meeting call
- Prepare monthly progress report and invoicing

Task 2 Conceptual Planning and Design

Toole Design will support the project team in preparing the conceptual design of the 7th Street corridor by providing the following services:

- Prepare a design memorandum identifying key design parameters and standard treatments at intersections, driveways and alleyways.
- Obtain topographical survey from the project team to layout the two-way protected bike lane concept. Confirm that the survey include:
 - Survey control points and recorded right-of-way
 - Topographical contours
 - Sidewalk widths, tree lawn, amenities and furnishing zone
 - Trees and street light locations, on-street parking meters
 - Curbs and ADA ramps
 - Stormwater drain catch basin locations
 - Utilities, including stormwater, gas, sewer, water, electricity, fiber optics, etc.
 - Traffic signal poles, traffic controller cabinet
 - Pavement markings and signs
- Layout the two-way protected bike lane concept in CAD and submit it to the project team. The conceptual plans will identify:
 - Bicycle lane, buffer and vehicular travel lane widths
 - Approach clear space required to improve visibility of bicyclists from right-turning vehicles
 - Intersection sight distance of the bicyclists from side-streets, driveways and alleys
 - Bus stop locations and improvements, as needed
 - ADA ramp improvements, as needed
 - Stormwater drainage improvements, as needed

EXHIBIT H

- Number of parking spaces impacted
- Recommendations for driveway closures
- Propose bicycle signal and phasing changes at signalized intersection
- Additional streetscape features, such as possible landscaped areas
- Participate in up to two conference calls with the project team and/or city staff to review the design concept

Deliverables:

- Design memorandum with key design features and recommendations (PDF format)
- Review of topographical survey and basemap
- Concept layout for the two-way protected bike lane (CAD)
- Two conference calls

Task 3 Public Involvement

Toole Design will assist the project team in preparing graphics for up to two meetings for the project. Two Toole Design staff will plan to travel to Bloomington to participate in one of the two meetings. Plotting and printing will be completed by American Structurepoint.

Deliverables:

- Assistance with up to three graphics for the project meetings
- Two, in person staff at one public meeting

Task 4 Quality Assurance/Quality Control Assistance

The purpose of this task is to assist American Structurepoint in producing the final design plans that meet the latest bicycle design guidance and practice. As such, Toole Design will:

- Participate in up to one project conference call to discuss design elements and issues, with American Structurepoint and/or City staff. Conduct one set of review per submittal and provide redline comments on the draft submittals. Two sets of submittals (60% and 90%) for the project are assumed for review. Draft submittals must be received at least 2 weeks prior to due date to provide adequate review time for updates.

Deliverables:

- QAQC for up to two project submittals (50% and 90%)
- One conference call

<u>Additives</u>	<u>% Add On</u>	<u>Select</u>	<u>Base =</u> 7.00%
Complexity			
Low	0.0		
Low/Mid	0.5		
Mid	1.0		
Mid/High	1.5	x	
High	2.0		1.50%
Cost			
>\$10,000,000	0.0		
>\$2,000,000 & <=\$10,000,000	0.5		
>\$500,000 & <=\$2,000,000	1.0	x	
<=\$500,000	1.5		1.00%
Duration			
<3 years	0.0	x	
>=3 years & <5 years	0.3		
>=5 years	0.7		0.00%
Overhead			
>190%	0.0		
>180% & <=190%	0.7		
>160% & <=180%	1.4	x	
>120% & <=160%	2.1		
<=120%	2.8		1.40%
		Calculated Total	10.90%

Minimum Possible Rate 7.0%
 Maximum Possible Rate 14.0%

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Project Management

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)				TOTAL
	Principal	Project Manager	Senior Engineer		
Monthly Progress Reports (assume 12 months)	0	12	0		12
Quarterly Meeting (assume 4)	20	20	0		40
30% Design Subconsultant Coord.	2	4	4		10
50% Design Subconsultant Coord.	2	4	4		10
90% Design Subconsultant Coord.	2	4	4		10
TOTAL HOURS	26	44	12		82
WEIGHTED HOURLY RATE	\$206.59	\$188.37	\$145.27		
DIRECT SALARY COST	\$5,371.34	\$8,288.28	\$1,743.24		\$15,402.86
DIRECT COSTS (See Below)					\$309.20
TOTAL FEE					\$15,720.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540	480	\$259.20
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Exhibits	\$5.00	8	\$40.00
Copies	\$0.10	100	\$10.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$309.20

AMERICAN STRUCTUREPOINT, INC.
 7th Street Bike Lane (Bloomington, IN)
 MANHOUR JUSTIFICATION

7th Street Bike Lane
 Bloomington, Indiana

November 27, 2018

DESCRIPTION: Field Survey

WORK CLASSIFICATION	ESTIMATED TIME					TOTAL
	Land Surveyor	Survey Crew Member (P.C.)	Survey Crew Member (I.M.)	Property Researcher	Senior Technician	
RESEARCH (Monroe County)						
Assessor/Auditor Maps				1		
Owners Names & Addresses				3		
Deeds & Recorded Surveys				12		
Section Corner Ties				1		
Utility Maps				1		
Record LCRSP				5		
Coordination	2					
SURVEY NOTICES						
Prepare Mailings				3		
Coordination	1					
UTILITY COORDINATION						
Utility Call In				2		
Onsite Meeting		3	3			
Coordination	1					
SURVEY CONTROL						
Set & Reference Control Points		8	8		10	
GPS Control		8	8			
Bench Circuit and TBM's		10	10			
Coordination	2					
SECTION CORNER-TIE-IN						
GPS Section Corners		6	6			
Reference Section Corners		5	5		4	
Coordination	4					
ROUTE TOPOGRAPHIC SURVEY FROM FACE BUILDING TO FACE OF BUILDING						
7th Street (+/-4,300)		80	80			
19 alley & street intersections + 50' beyond building		32	32			
Coordination	6					
UTILITIES, SEWERS & DRAIN PIPES						
Utilities & Inverts		40	40		32	
Coordination	4					
COMPUTATIONS						
Property & Right of Way Line Computations	64					
Plot Survey Data					32	
Route Survey Plat	24				18	
SKELETON FIELD BOOK						
	10	4				
TOTAL HOURS	118	196	192	28	96	
HOURLY RATE	\$ 138.45	\$ 66.06	\$ 66.06	\$ 89.27	\$ 119.35	
SUB TOTAL	\$ 16,337.10	\$ 12,947.76	\$ 12,683.52	\$ 2,499.56	\$ 11,457.60	\$ 55,925.54
DIRECT COST						\$ 1,899.60
TOTAL FEE						\$ 57,830.00

Direct Costs	
Mileage 27 trips x 120 miles x 0.54/mile =	\$ 1,749.60
Recorders Copies	\$ 100.00
LCRSP Recording Fee	\$ 50.00
	\$ 1,899.60

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Road Design

06-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Stage 1 Plans (30% complete)						
Coordinate Field Survey	3	1	1	0	4	9
Compile Field Survey Data	0	0	0	0	4	4
Generate Existing Ground Model	0	0	0	0	4	4
Plot and Check Topo	3	0	0	3	3	9
Plot and Check Cross Sections	0	0	1	1	5	7
Develop and check Title Sheet	0	0	0	1	1	2
Develop and check Index Sheet	0	0	0	1	1	2
Develop Typical Sections	0	3	3	5	4	15
Level One Checklist	0	1	1	3	0	5
Verify Design Criteria	1	1	1	0	0	3
Conceptual Design Iterations	24	40	40	40	40	184
Intersection Layouts	0	1	3	4	3	11
Develop Plan & Profile Sheets	0	1	3	5	11	20
Check Plan & Profile Sheets	0	1	1	0	0	2
Determine Project Limits	1	1	1	1	1	5
Generate Preliminary Proposed Ground Model	0	0	0	0	5	5
Develop Cross Sections	0	1	3	5	6	15
Preliminary Sight Distance Computations	0	1	5	3	0	9
Existing Drainage on Cross Sections	0	0	1	1	3	5
Preliminary Storm Sewer Drainage Design	0	3	5	11	0	19
Preliminary Quantity Computations	0	1	3	11	0	15
Preliminary Cost Estimate	1	1	1	1	0	4
Prepare Submittal Packet	0	0	1	1	1	3
Plot 30% Plans	0	0	0	0	1	1
Submit 30% Plans	0	0	0	0	0	0
QC/QA Plans before Submittal	1	3	0	0	3	7
Subtotal	34	60	74	97	100	365
Preliminary Field Check Plans (50% complete)						
Updates from Stage 1 Plans	1	1	3	3	3	11
Update and check Index Sheet	0	0	0	0	0	0
Update Typical Sections	0	1	1	1	3	6
Level One Checklist	0	0	0	0	0	0
Update Plan & Profile Sheets	0	1	1	1	3	6
Check Plan & Profile Sheets	1	1	0	0	0	2
Develop Preliminary Construction Detail Sheets	1	1	3	5	13	23
Preliminary Bus Stop Design	2	4	4	4	8	22
Update Cross Sections	0	1	2	4	6	13
Finalize Sight Distance Computations	0	0	1	3	0	4
Storm Water Inlet Drainage Design	0	3	8	11	0	22
Preliminary Drainage on Plans	0	1	2	3	8	14
Check Preliminary Drainage	0	1	0	0	0	1
Preliminary Driveway Design	0	0	1	5	1	7
Preliminary MOT Design	0	2	8	11	13	34
Update Quantity Computations	0	0	3	11	0	14
Cost Estimate	0	0	1	1	0	2
Prepare Submittal Packet	0	0	0	0	0	0
Plot 50% Plans	0	0	0	0	0	0
Submit 50% Plans	0	0	0	0	0	0
Hold Field Check	1	1	1	0	0	3
QC/QA Plans	2	4	3	3	1	13
Subtotal	8	22	42	66	59	197

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane
Description: Road Design

06-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Final Plans (90% complete)						
Revisions from Preliminary Plans	1	3	3	13	13	33
Update Typical Section Sheets	0	1	2	3	4	10
Final Plan and Profile Sheets	0	1	2	3	6	12
Final Construction Detail Sheets	1	1	3	5	9	19
Develop Spot Elevation Sheets	0	1	2	9	5	17
Curb Ramp Details	1	3	5	5	13	27
Finalize Bus Stop Design	2	4	8	8	16	38
Erosion Control Design	0	1	3	6	2	12
Erosion Control on Plans	0	1	2	2	6	11
Public Road & Drives Approach Design	0	1	2	6	8	17
Approaches on Plans	0	1	1	3	6	11
Maintenance of Traffic Design	1	2	3	16	9	31
Finalize Drainage	0	1	5	9	3	18
Inventory and Evaluate Existing Signs	0	1	1	3	0	5
Pavement Marking Design	0	1	2	6	2	11
Develop Pavement Marking Plans	0	1	1	2	3	7
Develop Sheet Signing Plans and Details	0	1	1	2	3	7
Develop Structure Data Table	0	1	2	6	2	11
Upgrade Cross Section Sheets	0	1	3	12	12	28
Underdrain Design	0	1	1	3	0	5
Final Approach Design & Tables	0	1	1	3	3	8
Final Pipe Material Sheets	0	0	1	1	1	3
Final Misc. Tables	0	1	1	1	1	4
Final Quantity Book	0	2	3	11	0	16
Check Final Quantities	0	6	3	11	0	20
Final Construction Cost Estimate	1	1	1	3	0	6
Develop Unique Special Provisions	4	2	4	0	0	10
Submittal Packet for Final Plans	0	2	2	0	0	4
Final QC/QA Plans and Design	3	5	0	0	0	8
Submit Final Plans	0	1	1	1	1	4
Subtotal	14	49	69	153	128	413
Final Package / Tracings 100%						
Submittal Packet for Final Package	0	1	2	2	3	8
Final QC/QA Plans and Design	1	6	6	0	0	13
Submit Final Package	1	1	1	0	1	4
Final Plan Revisions	1	1	2	8	8	20
Final Package Preparation	1	1	1	1	2	6
Subtotal	4	10	12	11	14	51
TOTAL HOURS	60	141	197	327	301	1026
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$11,302.20	\$20,483.07	\$23,161.29	\$27,418.95	\$35,924.35	\$118,289.86
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$118,290.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540	0	\$0.00
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$0.00

**AMERICAN STRUCTUREPOINT, INC.
MANHOOR JUSTIFICATION**

7th Street from the B-Line Trail to Woodlawn Ave in Bloomington, IN
Traffic Analysis Services

WORK CLASSIFICATION	Senior Engineer	Project Engineer	Design/Staff Engineer	Senior Technician	TOTAL
Traffic count processing (counts by others)	1		8		9
Parking Review	6	20			
Intersection capacity analysis	2	16			18
Stop control warrant analysis	2	6			8
Signal modifications (total for both signals)	8	64		64	136
Coordination with the City	16				16
Draft memorandum	2	8	24		34
QA/QC	8	8	8	8	32
Final memorandum	1	4	12		17
TOTAL HOURS	46	126	52	72	296
BILLING RATE	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$6,682.42	\$14,813.82	\$4,360.20	\$8,593.20	\$34,449.64
DIRECT COSTS					\$0.00
TOTAL FEE					\$34,450.00

Direct Costs	
Travel Time	\$ -
Geotechnical borings/recommendations for signal foundations	\$ -
Total	\$ -

**AMERICAN STRUCTUREPOINT, INC.
MANHOOR JUSTIFICATION**

7th Street from the B-Line Trail to Woodlawn Ave in Bloomington, IN
Roadway Lighting Design

WORK CLASSIFICATION	Senior Engineer	Project Engineer	Design/Staff Engineer	Senior Technician	TOTAL
Photometrics of Existing Conditions	0	0		0	0
Photometrics of Proposed Road with Recommended Light Poles	2	18		2	22
Conceptual design for Cost Estimate	2	6		2	10
Coordination with the City	6				6
Cost Estimate	2	2			4
Summary Memo	2	6		2	10
					0
TOTAL HOURS	14	32	0	6	52
BILLING RATE	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$2,033.78	\$3,762.24	\$0.00	\$716.10	\$6,512.12
DIRECT COSTS					\$0.00
TOTAL FEE					\$6,520.00

Direct Costs	
Travel Time	\$ -
Geotechnical borings/recommendations for signal foundations	\$ -
Total	\$ -

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane
 Description: Utility Coordination

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Utility Coordination Services						
Prepare and Distribute Initial Notices	1	1	0	2	0	4
Prepare and Distribute Existing Plans for Verification	1	1	0	0	2	4
Prepare and Distribute Preliminary Field Check Plans	1	2	0	0	2	5
Review Construction Plans for Utility Conflicts	2	8	0	0	0	10
Prepare and Distribute preliminary final plans	0	0	0	0	2	2
Conduct Utility Coordination Meeting	8	0	8	0	1	17
Review Relocation Plans	2	8	0	0	0	10
Review Written Work Plans	0	2	4	0	0	6
Review Cost Estimates	1	2	2	0	0	5
Prepare and Process Reimbursement Agreements	0	0	0	0	0	0
Coordinate with City to issue NTP	2	0	2	0	0	4
Prepare Utility Special Provision	2	0	2	0	0	4
Track Utility Coordination process steps	8	0	4	0	0	12
TOTAL HOURS	28	24	22	2	7	83
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$5,274.36	\$3,486.48	\$2,586.54	\$167.70	\$835.45	\$12,350.53
DIRECT COSTS (See Below)						\$139.60
TOTAL FEE						\$12,500.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540	240	\$129.60
Shipping	LSUM	0	\$0.00
Meals	\$26.00	0	\$0.00
Lodging	\$89.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	100	\$10.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$139.60

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Rule 5 Permit

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)				TOTAL
	Project Manager	Project Engineer	Staff Engineer	Senior Technician	
Prepare SWPPP Permit	4		32		36
Coordinate SWPPP Permit	4		2		6
Submittal to agencies	1		2		3
QC/QA Stormwater Pollution Prevention Plan	4		4		8
Coordinate and Prepare Advertisement	1	2			3
Develop NOI for submittal	1	2			3
Coordinate Rule 5 NOI	1	2			3
Submit Rule 5 Plans	2			2	4
TOTAL HOURS	18	6	40	2	66
WEIGHTED HOURLY RATE	\$188.37	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$3,390.66	\$705.42	\$3,354.00	\$238.70	\$7,688.78
DIRECT COSTS (See Below)					\$150.00
TOTAL FEE					\$7,840.00

	Unit Cost	Quantity	Cost
IDEM Permit Fee	\$100,000	1	\$100.00
Shipping	LSUM	1	\$50.00
Meals	\$26.00	0	\$0.00
Advertisement	\$200.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
TOTAL =			\$150.00

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Meetings

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)				TOTAL
	Project Manager	Senior Engineer	Project Engineer		
Plan Review Meetings (2 Total)	9	9	0		18
Project Stakeholder Meetings (2 Total)	9	9	0		18
Project Stakeholder Meeting Prep.	8	8	0		16
Meeting Minutes from each meeting	3	6	0		9
Public Information Meetings (2 Total)	16	16	16		48
Public Information Meetings Prep.	16	16	40		72
Additional Utility Meeting	5	5	0		10
TOTAL HOURS	66	69	56		191
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57		
DIRECT SALARY COST	\$12,432.42	\$10,023.63	\$6,583.92		\$29,039.97
DIRECT COSTS (See Below)					\$933.60
TOTAL FEE					\$29,980.00

Total # of Meetings = 7

	Unit Cost	Quantity	Cost
Mileage	\$0.540	840	\$453.60
Shipping	LSCM		\$0.00
Meals	\$26.00		\$0.00
Lodging	\$89.00		\$0.00
Copies	\$1.50	70	\$105.00
Exhibits	\$5.00	35	\$175.00
Advertisements	\$100.00	2	\$200.00
		TOTAL =	\$933.60

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Bidding Phase Services

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Bidding Phase Services						
Answer questions and Issue Addendums	8	8	0	8	8	
Attend Pre-Bid Meeting	5	5	0	0	0	
TOTAL HOURS	13	13	0	8	8	42
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$2,448.81	\$1,888.51	\$0.00	\$670.80	\$954.80	\$5,962.92
DIRECT COSTS (See Below)						\$74.80
TOTAL FEE						\$6,040.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540	120	\$64.80
Shipping	LSUM		\$0.00
Meals	\$26.00		\$0.00
Lodging	\$89.00		\$0.00
Blueprints	\$1.50		\$0.00
Copies	\$0.10	100	\$10.00
Mylars	\$3.50		\$0.00
	TOTAL =		\$74.80

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Construction Phase Design Services

05-Dec-18

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Post Design Services						
Road	16	16	8		8	
Traffic	16	16	8		8	
TOTAL HOURS	32	32	8	0	8	80
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$6,027.84	\$4,648.64	\$940.56	\$0.00	\$954.80	\$12,571.84
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$12,580.00

	Unit Cost	Quantity	Cost
Mileage	\$0.540		\$0.00
Shipping	LSUM		\$0.00
Meals	\$26.00		\$0.00
Lodging	\$89.00		\$0.00
Blueprints	\$1.50		\$0.00
Copies	\$0.10		\$0.00
Mylars	\$3.50		\$0.00
		TOTAL =	\$0.00

	Staff Role	Shippo PIC	Onta PM	Coleman Deputy PM	Ray Urban Designer	Kurtis/Sharrow Designer	Humphrey Design QC	TOTAL HOURS	TOTAL BUDGET
Max direct rate through 2020		59.45	\$62.31	\$37.01	\$51.60	\$32.42	\$54.02		
Current Overhead 157.40		93.54	98.08	58.25	81.22	51.03	85.03		
Burdened rate		152.97	160.39	95.26	132.82	83.45	139.05		
Fee/Profit 11.60		17.74	18.60	11.05	15.41	9.68	16.13		
Billing Rate		170.72	178.99	106.31	148.23	93.13	155.18		
TASK 1 - Project Kick-off and Management		0	10	0	0	0	0	10	\$ 1,790
1.1 Kick-off Meeting			4					4	\$ 716
1.2 Progress Reports & Invoicing			6					6	\$ 1,074
TASK 2 - Conceptual Design		2	16	56	2	92	20	188	\$ 21,127
2.1 Design Memo			2	14			4	20	\$ 2,467
2.2 Obtain survey and layout sheets				4		12		16	\$ 1,543
2.3 Conceptual layout			6	32	2	80	12	132	\$ 14,085
2.4 QAQC concept		2	4				4	10	\$ 1,678
2.5 Project coordination call (2)			4	6				10	\$ 1,354
TASK 3 - Outreach and Community Engagement		1	18	28	0	24	0	71	\$ 8,604
3.1 Prepare graphics (3)		1	2	4		24		31	\$ 3,189
3.2 Prepare/participate in public meeting (1)			16	24				40	\$ 5,415
TASK 4 - QAQC Assistance		0	6	18	0	0	4	28	\$ 3,608
4.1 Project coordination call (1)			2	2				4	\$ 571
4.2 Review design submittals (2)			4	16			4	24	\$ 3,038
DIRECT EXPENSES (mailing, printing, travel)									\$ 1,140
TOTAL LABOR		3	50	102	2	116	24	297	\$ 35,129
TOTAL BUDGET		\$512	\$8,950	\$10,844	\$296	\$10,803	\$3,724		\$ 36,269

INDOT Consultant Contracts
 Profit Calculation Worksheet
 Toole Design

12/13/10

<u>Additives</u>	<u>% Add On</u>	<u>Select</u>	<u>Base =</u> 7.00%
Complexity			
Low	0.0		
Low/Mid	0.5		
Mid	1.0		
Mid/High	1.5	x	
High	2.0		1.50%
Cost			
>\$10,000,000	0.0		
>\$2,000,000 & <=\$10,000,000	0.5		
>\$500,000 & <=\$2,000,000	1.0	x	
<=\$500,000	1.5		1.00%
Duration			
<3 years	0.0	x	
>=3 years & <5 years	0.3		
>=5 years	0.7		0.00%
Overhead			
>190%	0.0		
>180% & <=190%	0.7		
>160% & <=180%	1.4		
>120% & <=160%	2.1	X	
<=120%	2.8		2.10%
		Calculated Total	11.60%

Minimum Possible Rate 7.0%
 Maximum Possible Rate 14.0%

Attachment No. 1

Project Limits



Begin Road/Bike Lane Improvements (B-Line)

End Road/Bike Lane Improvements (Woodlawn Ave)

Bloomington

Google Earth

© 2013 Google

1000 ft

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR THE 7TH STREET BIKE LANE IMPROVEMENTS
FROM B-LINE TO WOODLAWN AVE PROJECT
WITH AMERICAN STRUCTUREPOINT, INC.**

This Addendum supplements the Agreement for Consulting Services with American Structurepoint, Inc. ("Agreement") for the 7th Street Bike Lane Improvements Project which was entered into on December 11, 2018, as follows:


1. See Scope of Engineering Services: Exhibit A of the Agreement describes the tasks to be provided by American Structurepoint, Inc., during this Project. Exhibit A is hereby amended to include Item P, as shown in Attachment 1.
2. See Exhibit B Compensation: The City shall pay American Structurepoint, Inc., a lump sum amount not to exceed \$11,292.00 for the additional Engineering Services. Four thousand, three hundred twenty-nine dollars (\$4,329.00) of this amount will be allocated from the previously authorized Subconsultant services under the Agreement. Accordingly, the total not-to-exceed amount for the Agreement is increased by \$6,963.00, for a not-to-exceed amount for the entire project of \$344,982.00.
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

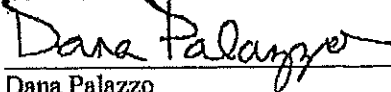
OWNER



Kyla Cox Deckard
President, Board of Public Works



Beth H. Hollingsworth
Vice President, Board of Public Works



Dana Palazzo
Secretary, Board of Public Works

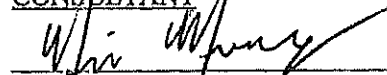
Date: 06/09/2020



Philippa M. Guthrie
Corporation Counsel

Date: 6-9-2020

CONSULTANT



Nicholas R. Murphy
Project Manager

Date: 6/15/2020

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

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


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


Owner

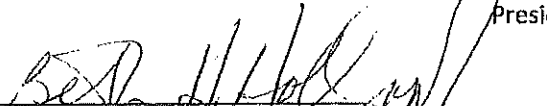
Consultant

City of Bloomington
Board of Public Works

American Structurepoint, Inc.


By: 
Kyla Cox Deckard, President



Willis R. Conner
President

By: 
Beth H. Hollingsworth, Vice President

By: 
Dana Palazzo, Secretary

By: 
Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON
Legal Department
Reviewed By: 
DATE: 12.7.18

CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 12-11-18
FUND/ACCT: 687201

ATTACHMENT 1

P. GRAPHIC RENDERINGS

CONSULTANT shall provide to Owner two eye-level renderings and one corridor plan roll. All photography will be shot by Above All in early morning or evening lighting. Above All will have a drone available for a possible third view at no additional cost. The perspectives of the renderings will be as follows:

1. Just west of Walnut Street on 7th Street, looking easterly up station. Camera setup will be located in the center of the future bike lane.
2. In the center of Woodlawn Avenue on 7th Street, looking west down station. Camera setup will be located five feet south of the existing northern curb line.
3. Corridor plan roll will be CAD over high resolution aerial images. This will cover the entire corridor and can be color plotted up to 42" in width, if desired.

All renderings can be color plotted up to the E size (32"x48") and dry mounted, if desired.

**ADDENDUM #2 TO AGREEMENT FOR CONSULTING SERVICES
FOR THE 7TH STREET BIKE LANE IMPROVEMENTS
FROM B-LINE TO WOODLAWN AVE PROJECT
WITH AMERICAN STRUCTUREPOINT, INC.**

This Addendum #2 supplements the Agreement for Consulting Services with American Structurepoint, Inc., (“Agreement”) for the 7th Street Bike Lane Improvements Project which was entered into on December 11, 2018, and the first Addendum to this Agreement which was entered into on June 9, 2020, as follows:

1. **See Exhibit A Scope of Engineering Services:** Exhibit A of the Agreement describes the tasks to be provided by American Structurepoint, Inc. during this Project. Exhibit A, items **C. Topographic Survey** and **D. Road Design and Plan Development** are hereby amended as shown in the revised Exhibit A, attached hereto and incorporated herein by reference as though fully set forth. Additions are shown in bold.
2. **See Exhibit B Compensation:** The City shall pay American Structurepoint, Inc., a lump sum fee not to exceed \$21,025.00 for the additional Engineering Services to be rendered in accordance with this Addendum #2. Revised Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The modifications to Exhibit B are shown in bold. The total not-to-exceed fee amount for the entire project is now \$366,007.00.
3. In all other aspects, the Agreement shall remain in effect as originally written and previously amended.

IN WITNESS WHEREOF, the parties have caused this Addendum #2 to be executed on the day and year last written below.

OWNER

Kyla Cox Deckard
President, Board of Public Works

Beth H. Hollingsworth
Vice President, Board of Public Works

Dana Palazzo
Secretary, Board of Public Works

Date: _____

Philippa M. Guthrie
Corporation Counsel

Date: _____

CONSULTANT

DocuSigned by:
Nicholas R. Murphy

Nicholas R. Murphy
Project Manager

Date: 9/22/2020

EXHIBIT A

C. TOPOGRAPHIC SURVEY

1. The CONSULTANT shall provide the field survey required for preparation of design plans in conformance with the requirements of Chapter 106 of the Indiana Department of Transportation (INDOT) Design Manual (Survey Manual).
2. The survey limits are generally described below:
 - a. Along 7th Street from 300 linear feet west of B-Line to 200 linear feet east of Woodlawn Avenue with a total length of not more than 4,350 linear feet. The survey corridor width shall be from south building face to north building face for the entire length of the corridor.
 - b. No more than an additional 50 linear feet (beyond building face to building face) along Public Street Approaches, alleys, and private drives for the length of 7th Street.
 - c. **No more than 300 linear feet, at 50 feet in width along the alley south of 7th Street between Washington Street and Lincoln Street. This includes 150 feet of survey, 50 feet in width, along the northern edge of the First Presbyterian Church, parking lot; as shown in Attachment No. 1 (Supplemental Survey Areas).**
 - d. **No more than 120 linear feet along Lincoln Street, from the edge of curb on the west side to the back of sidewalk on the east side; plus an additional 75 linear feet not more than 30 feet in width for the property located on the southeast corner of 7th Street and Lincoln Street, as shown in Attachment No. 1 (Supplemental Survey Areas).**
3. The CONSULTANT shall make a request through the Indiana Underground Plant Protection Service as provided by Indiana Code 8-1-26 to have public utilities marked within the public rights-of-way and recorded easements. The CONSULTANT will not be responsible for damages resulting from a utility company who does not respond or for utilities that are not marked or that are mismarked.

D. ROAD DESIGN AND PLAN DEVELOPMENT

1. The CONSULTANT shall prepare Stage 1 (30%), Preliminary Field Check (50%), Stage 3 (90%), and Final Tracings (100%) plans, special provisions for the specifications, and opinions of probable construction cost, which will be 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*, NACTO's Urban

Bikeway Design Guide, and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any, as well as City of Bloomington. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the Owner, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

- a. The road design limits are generally described as follows:
 - i) Along 7th Street from B-Line to Woodlawn Avenue, with a total length of not more than 3,850 linear feet.
 - ii) No more than 50 linear feet from a 7th Street thru travel lane for all public street approaches, alleys, and private drives, as shown in Attachment No. 1. The road design limits will not extend beyond public right-of-way for private approaches.
 - iii) **No more than 300 linear feet along the alley south of 7th Street between Washington Street and Lincoln Street. This includes 150 linear feet of along the northern edge of the First Presbyterian Church, parking lot.**
 - iv) **No more than 120 linear feet along Lincoln Street south of 7th Street.**
- b. The anticipated project design scope is described below:
 - i) 3,850 linear feet of general road design with a roadway typical section anticipated to include:
 - (a) (2) 10'-11' travel lanes**
 - (b) 7'-8' parking lane along the north side of 7th Street**
 - (c) 2' curbing for protected bike lane**
 - (d) 10' two-way bike lanes along the south side of 7th Street**
 - (e) New curb and gutter along the south side of 7th Street for widened roadway to accommodate the protected bike lanes.**The width of these roadway design items will be determined during the Stage 1 design phase.

The CONSULTANT will work with the city during the conceptual design phase of the project to identify and evaluate key design elements and variations for each design element in order to determine the most desirable outcome for the project. This exercise will be performed for multiple design elements (travel lane widths, parking lane width and location, bus stop locations, and bike lane widths to name a few) for the entire project length. This exercise will be limited to the conceptual design phase only.
 - ii) Intersection improvements based on traffic analysis recommendations.

- iii) Resurfacing of 7th Street for the entire project length and up to the end of the curb returns (i.e. radii) at public street approaches and alleys.
- iv) Storm Sewer Inlet and Roadway Spread Design for the widening of 7th Street and introduction of protected bike lane curb (does not include storm sewer system analysis, detention, and/or storm water quality design).
- v) Pedestrian landings/islands and bike lanes at a maximum of 5 Bloomington Transit bus stops, all on the south side of 7th Street.
- vi) ADA compliant bus stops and curb bumpouts at key locations, at a maximum of 6 Bloomington Transit bus stops, all on the north side of 7th Street.
- vii) Sidewalk and curb ramp construction along the south side of 7th Street for the entire length of the project as necessary to widen 7th Street for the protected bike lane and as necessary for the south side ramps to correspond to the north side ramps.
- viii) Curb ramp construction on the north side of 7th Street at public street approaches, as necessary to correspond with the widening and curb ramps being constructed on the south side of 7th Street.
- ix) Intersection treatments through intersections to delineate bike lanes including but not limited to colored pavement and additional signage.
- x) **Widen alley south of 7th Street between Washington Street and Lincoln Street to provide full bidirectional access to the First Presbyterian Church property. Modify parking lot design to account for closure of two existing driveways east of alley described above.**
- xi) **Relocate driveway for 302 E. 7th Street property from 7th Street to Lincoln Street.**
- xii) **Rain Garden design at locations coordinated between the CONSULTANT and the City of Bloomington. Design does not include storm sewer system analysis, detention, and/or storm water quality design. Rain Garden design locations shall be limited to no more than 15 locations.**

2. The CONSULTANT will schedule and host an on-site preliminary field check meeting and prepare and distribute field check meeting minutes at the appropriate time (50 percent complete plans) during the design phase.

The pavement section for the widening of 7th Street is assumed to be 1.5-in. of HMA Asphalt on 6-in. of concrete, without reinforcement (i.e. sawn joints only), on subgrade treatment (compacted aggregate).

Any changes to the design elements listed directly below, after acceptance of the Stage 1 (30%) Plans, will be considered outside the scope of services and will be subject to additional fee.

- Roadway Alignment
- Roadway Typical Section(s)

**EXHIBIT B
COMPENSATION**

This project is to be conducted on a Lump Sum and hourly basis with an agreed Maximum Cost of **Three Hundred Sixty-Six Thousand, Seven Dollars (\$366,007)**. The total agreed Maximum Lump Sum amount of **Three Hundred Forty-Seven Thousand, Three Hundred Eighty-Seven Dollars (\$347,387)** shall not be exceeded without written approval from the City.

For the purpose of budgeting and progress tracking, the project will be invoiced based on percent complete in accordance with the following fee schedule:

7th Street Protected Bike Lane Improvements

Project Management	\$15,720
Topographic Survey	\$65,705
Road Design and Plan Development.....	\$121,470
Traffic Analysis	\$18,130
Traffic Signal Modifications Design.....	\$16,320
Roadway Lighting Evaluation	\$6,520
Utility Coordination.....	\$12,500
Rule 5 Permit.....	\$7,840
Meetings	\$29,980
Subconsultant Conceptual Planning, Design, Public Involvement, and QC/QA Services....	\$36,269
Graphic Renderings (Amd 1).....	\$6,963
Rain Garden Design.....	\$9,970

For Bidding Phase Services and construction phase services, the CONSULTANT will be compensated on a wage schedule basis. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the rates shown in Exhibit G, and direct non-salary costs as approved by the OWNER. Direct non-salary costs shall be the actual out-of-pocket expenses of the CONSULTANT directly attributable to this Contract, such as fares, subsistence, mileage, equipment rentals, reproductions, approved subconsultant fees, etc. The fees for construction phase services will not exceed eighteen thousand six hundred twenty dollars (\$18,620) unless and until a supplemental agreement is executed.



Board of Public Works Staff Report

Project/Event: Approve Change Order #3 for the Winslow-Henderson Path Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: September 29, 2020

Change Order #3 is for two additional work items and for overruns/underruns on several contract quantities.

The original contract amount for the project was \$528,439.00. Change Order #3 would result in an increase to the contract of \$27,777.00. The new contract sum including Change Order #3 would be \$582,994.50.

This project is TIF funded. Change Order #3 is contingent upon approval of Redevelopment Commission.

Staff has reviewed the proposed change order and recommends approval of Change Order #3 for the Winslow-Henderson Path Project.

Recommend **Approval** **Denial by Matt Smethurst**

CHANGE ORDER



Project Name:
Winslow-Henderson Path Project

Change Order Number: 3

Date of Change Order: Friday, September 11, 2020

Contractor:
Conexco, Inc.
3606 North State Road 59
Brazil, Indiana 47834

Engineer's Project #:

NTP Date: Tuesday, August 20, 2019
Allowable Calendar Days: 120 (includes holiday's)
Original Completion Date: Wednesday, December 18, 2019

Requested By:

Owner	X
Engineer	
Contractor	
Field	
Other	

The Contract is changed as follows:

(Include, where applicable, and undisputed amount attributable to previously executed Construction Change Directives)

Item #	DESCRIPTION	Quantity	Unit Price		Item Total
1	Modify Strain Pole Concrete Base		/	Lump Sum	1,670.00
2	Additional Rebar and Waterstop for Wall		/	Lump Sum	340.60
3	Sidewalk, Concrete	183	\$51.60 /	SYS	9,442.80
4	Curb, Concrete, Modified	156	\$32.40 /	LFT	5,054.40
5	Combined, Curb & Gutter, Concrete	193	\$32.40 /	LFT	6,253.20
6	Erosion Control Blanket	1,100	\$4.80 /	SYS	5,280.00
7	Inlet, Type C-15	1	\$3,000.00 /	Each	3,000.00
8	Pedestrian Push Button & Sign, APS	6	\$1,800.00 /	Each	10,800.00
9	Concrete Stairs	6.4	\$960.00 /	SYS	(6,144.00)
10	Pedestrian Handrail	16.5	\$480.00 /	LFT	(7,920.00)

The original Contract Sum:	\$528,439.00
The net change by previously authorized Change Orders:	\$26,778.50
The Contract Sum prior to this Change Order was:	\$555,217.50
The Contract Sum will be changed by this Change Order in the amount of:	\$27,777.00

The new Contract Sum including this Change Order will be:	\$582,994.50
The Contract Time will be changed by:	0 Calendar Day(s)

The date of Substantial Completion as of the date of this Change Order therefore is: Wednesday, December 18, 2019

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<u>Planning & Transportation</u> ENGINEER	<u>Conexco, Inc.</u> CONTRACTOR	<u>Board of Public Works</u> OWNER
<u>401 North Morton Street</u> ADDRESS	<u>3606 North State Road 59</u> <u>Brazil, Indiana 47834</u> ADDRESS	<u>401 North Morton Street</u> ADDRESS
<u>Neil Kopper</u> TYPED / PRINTED NAME	 TYPED / PRINTED NAME	<u>Kyla Cox Deckard</u> TYPED / PRINTED NAME
 SIGNATURE	 SIGNATURE	 SIGNATURE



Board of Public Works Staff Report

Project/Event: Approve Change Orders #3 and #4 for the 2nd-Bloomfield Multimodal Safety Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: September 29, 2020

Change Orders #3 and #4 will adjust the Intermediate Completion Date and the Final Completion Date of the project. These changes are necessary because of a delay by INDOT in issuing the Notice to Proceed and a delay in receiving materials from a supplier.

Change Orders #3 and #4 will not change the contract amount.

Staff has reviewed the proposed change orders and recommends approval of Change Orders #3 and #4 for the 2nd-Bloomfield Multimodal Safety Project.

Recommend **Approval** **Denial** by **Matt Smethurst**

Contract No:R -39976

Change Order No.: 003

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -39976

AE:Area Engineer

Letting Date:01/16/2019

PE/S:Greasor, Roger A

Status:Draft

Change Order Information

Date Generated: 06/12/2020

Change Order No.: 003

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: STANDARDS/SPECS CHANGE, Time Related

Description: Time Adjustment to Controlling Dates

Original Contract Amount \$ 1,533,770.00

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 2,647.20

Percent: 0.173 %

Total Change To-Date \$ 2,647.20

Percent: 0.173 %

Modified Contract Amount \$ 1,536,417.20

Time Extension Information

Date Initiated 06/12/2020

Date Completed 09/08/2020

Original Contract Time

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

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description:

Current Time Extension

SS Days 0 SP Days 16 SP Days Value \$ 0.00

Previous Time Approved

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

SS Days_____ SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000 or SP Days 0

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No: R -39976
Change Order No: 003

INDIANA
Department of Transportation

Date: 09/08/2020
Page: 3

Contract: R -39976
Project: State: 160185100LC5
Change Order Nbr: 003
Change Order Description: Time Adjustment to Controlling Dates
Reason Code: STANDARDS/SPECS CHANGE, Time Related

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

Milestone Time Adjustment

Milestone Nbr: 01

Milestone Description: INTERMEDIATE COMPLETION DATE

Original Completion dt: 03/15/2019

Adj compl dt 03/31/2019

Adj No. of Days 16

Explanation: A contract time adjustment is required for this change and it is addressed herein. Travis McKnight Change Order for Time Extension: The Pre-Construction Meeting for Contract R 39976 A 2nd Street Bike and Pedestrian trail Bloomington Monroe County was held at the INDOT Sub District in Seymour Indiana on February 21st, 2019. During the Pre-Construction Meeting the Superintendent for Milestone Contractors LP questioned the Intermediate Completion Date that was set for March 15th, 2019. Rachel Wren INDOT AE explained that the Intermediate Completion Date for this contract was for Staking & Clearing only. Milestone then proceeded to ask about potentially extending the Intermediate Completion Date as they still had not received the Notice to Proceed from INDOT. Rachel Wren INDOT AE explained that if the Notice to Proceed was not received in the next few weeks Milestone could request additional days for the clearing and staking operations. This issue was discussed during the Pre-Construction Meeting and is documented in the Pre-Con minutes. The initial letter to request a change in the Intermediate Completion Date was submitted to the Project Supervisor Travis McKnight HWC Engineering and INDOT Area Engineer Rachel Wren on March 8th, 2019 via email. Milestone Contractors LP received the Notice to Proceed on March 18th, 2019. Milestone then submitted the official INDOT Change Order Request Form on March 18th, 2019 requesting 20 additional days due to delay in receiving the Notice to Proceed. INDOT AE Rachel Wren agreed to grant Milestone an additional 16 Days to be added to the original Intermediate Completion Date of March 15th, 2019. Milestone was granted 16 of the 20 days requested by the Contractor due to the clearing R/W but restriction date going into effect on April 1st. This makes the new Intermediate Completion Date for Contract R 39976A March 31st, 2019.

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

Change Order Explanation for Specific Line Item

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

Notification and consent to this change order is hereby acknowledged.

Contractor: 

Signed By: Josh Burris

Date: 9-16-2020

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

Contract No:R -39976
Change Order No:003

INDIANA
Department of Transportation

Date:09/08/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PE/S *Roger A. Gressor*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

A contract adjustment is required for this change and it is addressed herein.

Travis McKnight Change Order: Time Extension:

The Pre-Construction Meeting for Contract R 39976 A 2nd Street Bike and Pedestrian trail Bloomington Monroe County was held at the INDOT Sub District in Seymour Indiana on February 21st, 2019. During the Pre-Construction Meeting the Superintendent for Milestone Contractors LP questioned the Intermediate Completion Date that was set for March 15th, 2019. Rachel Wren INDOT AE explained that **the Intermediate Completion Date for this contract was for Staking & Clearing only.**

Milestone then proceeded to ask about potentially extending the Intermediate Completion Date as they still had not received the Notice to Proceed from INDOT. Rachel Wren INDOT AE explained that if the Notice to Proceed was not received in the next few weeks Milestone could request additional days for the clearing and staking operations. This issue was discussed during the Pre-Construction Meeting and is documented in the Pre-Con minutes. The initial letter to request a change in the Intermediate Completion Date was submitted to the Project Supervisor Travis McKnight HWC Engineering and INDOT Area Engineer Rachel Wren on March 8th, 2019 via email.

Milestone Contractors LP received the Notice to Proceed on March 18th, 2019. Milestone then submitted the official INDOT Change Order Request Form on March 18th, 2019 requesting 20 additional days due to delay in receiving the Notice to Proceed. **INDOT AE Rachel Wren agreed to grant Milestone an additional 16 Days to be added to the original Intermediate Completion Date of March 15th, 2019.** Milestone was granted 16 of the 20 days requested by the contractor due to clearing R/W but restriction date going into effect on April 1st. This makes the new Intermediate Completion Date for Contract R 39976 A March 31st, 2019.

This is a Zero Dollar Change Order. There will be no cost increase to the Contract.

Milestone



March 8, 2019

Indiana Department of Transportation
Seymour District - Construction
185 Agrico Lane
Seymour, IN 47274

RE: Contract R-39976-A 2nd Street Bike and Pedestrian Intermediate Completion Date

Rachel,

Per the attached award letter from INDOT sent on January 28th 2019, Milestone Contractors has been awarded R-39976-A 2nd Street Bike and Pedestrian Trail. This project has an intermediate completion date of March 15th, 2019. However, to date, we have yet to receive the Notice to Proceed to begin work on the clearing portion of our work, so we can meet the intermediate completion date. Since there is no date set as to when we will receive the Notice to Proceed, we are requesting the intermediate completion date be extended twenty days from when the Notice to Proceed is received and void the current intermediate completion date of March 15th.

Please feel free to call with any questions or if you wish to discuss.

Sincerely,

A handwritten signature in blue ink, appearing to read "J. Burris".

Josh Burris
Project Manager



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5099

Eric Holcomb, Governor
Joe McGuinness, Commissioner

MILESTONE CONTRACTORS LP
5950 SOUTH BELMONT AVENUE
INDIANAPOLIS, IN 46217
CONTRACT NUMBER: R-39976-A

JANUARY 28, 2019

The Indiana Department of Transportation has awarded the above referenced contract to your company. The item(s) checked below along with the attached highway contract, electronic funds transfer, E-verify, and Direct Deposit clauses should be signed and returned within 3 business days of the date of this letter. Please note that only original signed documents will be accepted. Your prompt attention to this request is appreciated. If you have any questions, feel free to contact Trudy Wagoner at 317-232-5099 or via e-mail at: twagoner@indot.in.gov

State of Indiana Owner's and Contractor's Protective Liability Policy. [See Article 103.04(e) in the Standard Specifications.] The listed Additional Named Insured must be included: Bloomington

Contractor's Certificate of Insurance with the Indiana Department of Transportation as the certificate holder [See Article 103.04(b) and 103.04(c) in the Standard Specifications.]

A Certificate of Compliance shall be furnished as evidence of compliance with the provisions of the Indiana Worker's Compensation Act and the Indiana Worker's Occupational Diseases Act [See Article 103.04(a) in the Standard Specifications and IC-22-3-2-14.] This certificate may be obtained by sending a self-addressed stamped envelope with your request to the Worker's Compensation Board, Indiana Government Center South, Room W196, Indianapolis, IN 46204-2249.

Railroad Protective Liability Policy and the contractor's Certificate of Insurance showing the contractor's insurance with the railroad company as the certificate holder [See Article 103.04(d) in the Standard Specifications.] **THE ORIGINAL POLICY AND THE CERTIFICATE OF INSURANCE ARE TO BE SENT DIRECTLY TO THE RAILROAD COMPANY; COPIES OF THE TRANSMITTAL LETTER TO THE RAILROAD AND THE POLICIES ARE TO BE FORWARDED TO THE INDIANA DEPARTMENT OF TRANSPORTATION (SEE SPECIAL PROVISIONS).**

Railroad Insurance Approval [See Special Provisions in Contract Information Book]

Sincerely,

Darlene B. White
Contracts Management Supervisor

Return documents to
Trudy Wagoner
Indiana Department of Transportation
Contract Administration, IGCN, Room N725
100 North Senate Avenue
Indianapolis, IN 46204-2218
cc: File

CHANGE ORDER REQUEST FORM

CONTRACT NO. **R-39976-A** DATE OF SUBMISSION **March 18, 2019**

PROJECT DESCRIPTION <i>(route / intersection / bridge no(s).)</i>	2 nd Street Bike and Pedestrian Trail
CHANGE ORDER REQUEST SUMMARY DESCRIPTION	Substantial completion date
PROPOSED SOLUTION SUMMARY	Extend over all Completion Date to 11/18/19

NOTE: Upon request from Engineer, enter detailed description on page 2.

ONSET DATE OF CHANGE	March 15, 2019	CHANGE ORDER TYPE	104.02 Changed Conditions
----------------------	----------------	-------------------	---------------------------

PROPOSED COST AND TIME ADJUSTMENT

COST COST INCREASE / (DECREASE): \$ **0**

The cost adjustment shall include lump sum and/or estimated totaled unit-priced item costs. Attach a separate sheet of unit price items including item description, unit of measurement, estimated quantity and unit price.

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF COST CHANGE:

109.03 Altered Quantities 109.05(a) Agreed Price 109.05(b) Force Account 109.05.02 Delay Costs

PROPOSED COST CHANGE INCLUDES: Labor Material Equipment Lease Agreement Subcontractor

TIME ADJUSTMENT INCREASE / (DECREASE): (work days) **20**

CHECK APPROPRIATE BOXES PER APPROPRIATE BASIS OF TIME CHANGE:

108.08(a) Excusable, Non-Compensable 108.08(b) Excusable, Compensable

NOTE: If Compensable, attach details based on 109.05.2(a) Allowable Delay Costs.

SUPPLEMENTAL INFORMATION

Additional information.

CHANGE ORDER ORIGATION:	<input type="checkbox"/> INDOT / LPA	<input checked="" type="checkbox"/> Contractor
DOCUMENTS AFFECTED:		
<input type="checkbox"/> Contract Specifications (ref. doc name/no.)	Ref. doc name/no.:	
<input type="checkbox"/> Contract Plans (ref. doc name/no.)	Ref. doc name/no.:	
CHANGE ORDER AFFECTS DBE PARTICIPATION:	<input type="checkbox"/> yes <input checked="" type="checkbox"/> no (if yes, attach details)	

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-39976-A

UPON WRITTEN REQUEST FROM THE ENGINEER, PROVIDE ADDITIONAL DETAIL

DATE RECEIVED REQUEST FOR ADDITIONAL DETAIL	March 15, 2019	SUBMITTAL DATE OF ADDITIONAL DETAIL	March 15, 2019
---	----------------	-------------------------------------	----------------

DETAILED DESCRIPTION / JUSTIFICATION:

(Include location(s), actions of contractor, owner, and other stakeholders, key events and related cause(s), discoveries, discussions, meetings, and effect on the contract if no action is taken. Also include references to key documents attached or available to support this change order request.)

On March 19, 2019 the notice to proceed was issued with a revised completion date of November 18, 19 this change order request reflects those changes and days.

PROPOSED SOLUTION – ADDITIONAL DETAILS:

(Include proposed scope of work, means & methods, materials, equipment, utility relocation required, subcontracted scope and the effect on the contract schedule. Also include references to attached documents including, but not limited to, sketches, calculations, photos, material information, and submittals and meeting minutes.)

Extend the Intermediate Completion Date to March 31st, 2019 to allow time for the Notice to Proceed and clearing activities.

SIGNATURE

Contractor:

Name: (print)

Josh Burris

(signature)



Date:

3/19/19

NOTE: The Contractor should retain a signed copy of this document for record.

CHANGE ORDER REQUEST FORM

CONTRACT NO.

R-38502-A

ATTACHMENT: UNIT PRICE ITEMS DETAIL

Attach or paste a unit price item detail.



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Gerale Avenue
Room N728
Indianapolis, Indiana 46204

PHONE: (317) 234-5125

Eric Holcomb, Governor
Joe McGuinness, Commissioner

ENGINEER'S NOTICE TO PROCEED

March 18, 2019

MILESTONE CONTRACTORS LP
5960 SOUTH BELMONT AVENUE
INDIANAPOLIS, IN 46217

Gentlemen:

You are hereby notified to proceed with the construction of the following contract in accordance with the terms of your contract entered into with the Indiana Department of Transportation:

R-39978-A BIKE AND PEDESTRIAN FACILITIES
PCN: 1601861 160186100LC5 BIKE AND PEDESTRIAN FACILITIES

MONROE COUNTY, ALONG 2ND STREET, 2.1 MILES EAST OF SR 37 (RP
000+0000)

Contract Price: \$1,633,770.00

Letting Date: January 16, 2019

Completion Date: October 18, 2019

New completion date of October 19, 2019
due to delay of NTP.

The Seymour District Construction Engineer, Mr. Gary Kreutzjans, telephone number (812)624-3739, will have supervision of this work for the state. Please get in touch with him/her regarding the starting of work on this contract.

The Proposal Book and a General Sales Tax Exemption Certificate completed in the name of the Indiana Department of Transportation is included with this notice. This exemption certificate should be kept on file to prove the sales tax exemption for this contract. However, a contractor must complete, in its own name, a General Sales Tax Exemption Certificate to present to suppliers when purchasing materials for this contract. A blank copy of Form ST-105, General Sales Tax Exemption Certificate, is available on the Indiana Department of Revenue Web site at <http://www.in.gov/dor/3504.htm>

The construction documents for this contract are available on the Internet from the INDOT website:
<http://ems.indot.in.gov/viewdocs/>

All Construction Change documents will be released from this same location. These documents are copyright free and may be downloaded, viewed and reproduced without restriction.

Very truly yours,

Darlene B. White
Contracts Management Supervisor

Co: INDOT Final Records
INDOT District Office

Indiana Department of Revenue
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. **This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft.** Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

Section 1 (print only)

Name of Purchaser: Indiana Department of Transportation

Business Address: 100 North Senate Ave City: Indianapolis State: IN ZIP Code: 46204

Purchaser must provide minimum of one ID number below.*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 0005530822 - LOC Number (3 digits): 019

If not registered with the Indiana DOR, provide your State Tax ID Number from another State
*See instructions on the reverse side if you do not have either number.

State ID Number: _____ State of Issue: _____

Section 2

Is this a blanket purchase exemption request or a single purchase exemption request? (check one)

Description of items to be purchased: All items paid for directly by INDOT

Section 3

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

- Sales to a retailer, wholesaler, or manufacturer for **resale** only.
- Sale of manufacturing machinery, tools, and equipment to be used directly in **direct production**.
- Sales to **nonprofit organizations** claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)
- Sales of tangible personal property predominately used (greater than 50 percent) in providing **public transportation** - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a **school bus operator**, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.
USDOT Number: _____
- Sales to persons, occupationally engaged as farmers, to be used directly in production of **agricultural** products for sale.
Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.
- Sales to a **contractor** for exempt projects (such as public schools, government, or nonprofits).
- Sales to **Indiana Governmental Units** (agencies, cities, towns, municipalities, public schools, and state universities)
- Sales to the **United States Federal Government** - show agency name: _____
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.
- Other - explain: _____

Section 4

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: [Signature] Date: 1-16-2018

Printed Name: Brian Whelan Title: Finance Controller & Budget Director

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser.
Seller must keep this certificate on file to support exempt sales.

Roger Greasor

From: Wren, Rachel <RWREN@indot.IN.gov>
Sent: Monday, August 24, 2020 1:49 PM
To: Roger Greasor
Cc: Jonathan Day
Subject: FW: NTP R-39976-A
Attachments: General Sales Tax Form.pdf; NTP R39976-A 2.pdf

Roger,

Find attached revised and CORRECT NTP. The one attached to the change order was sent out with the wrong date on it, which I caught immediately and asked that they correct in accordance with the specifications set forth for this specific contract. The revised NTP was a 1 day time extension, rather than 31 shown on the first draft version. Those additional 30 days are not valid for a time extension for Milestone.

Rachel Wren, PE

Seymour District Area Engineer

Indiana Department of Transportation

185 Agrico Lane

Seymour, IN 47274

Office: (812) 524-3738

Cell: (812) 525-9407

Email: rwren@indot.in.gov



From: Hayden, Blaine <BHayden1@indot.IN.gov>
Sent: Thursday, April 11, 2019 11:30 AM
To: Wren, Rachel <RWREN@indot.IN.gov>
Cc: Wagoner, Trudy <twagoner@indot.IN.gov>
Subject: FW: NTP R-39976-A

Revised NTP.....

Blaine Hayden

Construction Contract Specialist

100 North Senate Ave Rm N725

Indianapolis, IN 46204

Office: (317) 234-8114

Email: bhayden1@indot.in.gov



From: Hayden, Blaine

Sent: Monday, March 18, 2019 4:20 PM

To: mitch.holland@milestonelp.com; Ballard, Dell <DBallard@indot.IN.gov>; Grinstead, Sylvia S

<SGrinstead@indot.IN.gov>; Kreutzjans, Gary <GKREUTZJANS@indot.IN.gov>; Tepner, Roger <RTEPNER@indot.IN.gov>

Cc: Yescas, Penny <PYescas@indot.IN.gov>

Subject: NTP R-39976-A

Good Afternoon,

Please find attached the Notice to Proceed, Sales Tax Exemption Form and the Proposal Book for Contract: R-39976-A.

Thank you,

Blaine Hayden

Construction Contract Specialist

100 North Senate Ave Rm N725

Indianapolis, IN 46204

Office: (317) 234-8114

Email: bhayden1@indot.in.gov



360 If the contract time is on a calendar day basis, it shall consist of the number of calendar days stated in the contract including all Sundays, holidays, and non-work days counting from the date of the notice to proceed. All calendar days elapsing between the effective dates of any orders to suspend work and to resume work for suspensions not the fault of the Contractor will be excluded. A weekly statement showing the controlling operation will be furnished. The Contractor will be allowed one week from the date it receives the statement in which to file a written protest setting forth in what respect said weekly statement is incorrect. Otherwise, the statement will be deemed to have been accepted by the Contractor as correct.

370 If the contract time is a fixed calendar date, it shall be the date on which all work on the contract shall be completed. For such contracts, an extended date of completion will be considered for delay in the issuance of the notice to proceed if the notice to proceed is not issued within 30 days of the letting, except if the delay is due to the failure of the Contractor to furnish requested forms or information. Unless otherwise determined, an extension to the contract completion date and intermediate completion date will be allowed for each calendar day from 30 days after the date of the letting to and including the date of the notice to proceed. A weekly statement showing the controlling operation will be furnished. The Contractor will be allowed one week from the date it receives the statement in which to file a written protest setting forth in what respect said weekly statement is incorrect. Otherwise, the statement will be deemed to have been accepted by the Contractor as correct.

4/16/19
3/18/19

61 days

380 The number of days for performance shown in the contract as awarded will be based on the original quantities as defined in 104.02.

(a) For a completion date contract, unless otherwise determined, an increase in quantities will not increase the time specified for the performance of the contract.

(b) If intermediate completion times are specified, unless otherwise determined, an increase in quantities will not increase the time specified.

390

If an intermediate completion time is specified for road closure or restriction, the first day or portion thereof of the closure or restriction will constitute the first chargeable day. The date the road is opened to unrestricted traffic will not be counted as a chargeable day, regardless of the time of day when the roadway is opened. Open to unrestricted traffic shall be as defined in 101.33. Temporary pavement marking materials in accordance with 801.12 shall be placed if the final marking materials cannot be placed in accordance with 808.07(b).

400 If the Contractor finds it impossible for reasons beyond its control to complete the work within the contract time as specified prior to the expiration of the contract

108-C-234 CONTRACT COMPLETION DUE TO IDEM NOTICE OF TERMINATION, NOT

(Revised 02-20-14)

The time provided between the Intermediate Completion Date and Contract Completion Date is to allow the Contractor time to perform final remediation as well as inspect and report deficiencies for all erosion control features and to allow for the receipt of the IDEM Notice of Termination, NOT, as required under the provisions of Rule 5. All other work on the contract shall be complete before the Intermediate Completion Date. Prior to the Contract Completion Date, the Contractor shall maintain the project in accordance with 108.04 and 205, and complete all necessary erosion and sediment control inspections and reports. If the NOT is not received by the contract completion date, any required maintenance, inspections and reports will be paid as extra work in accordance with 104.03.

The Contractor shall establish vegetation in accordance with 621 and 622 and achieve a minimum coverage of 70% uniform vegetation density per Rule 5 requirements and will be based on the lowest density area on the project within any ground area of 9 sq ft. The Department will have sole discretion in verifying the 70% minimum coverage for the groundcover. If this threshold is not met by the Contract Completion Date, the Contractor may be subject to liquidated damages in accordance with 108.09 if the items related to erosion and sediment control have not been accomplished in accordance with the contract documents. The liquidated damages, if assessed, will be charged until such time that the Department is satisfied that the contract requirements have been met.

Any agreed upon soil amendments or additional extra work for which no items exist in the itemized proposal and are not covered elsewhere in the contract documents, will be paid for in accordance with 104.03.

Final acceptance will not be granted until the IDEM NOT is received and all other work is completed.

108-C-260 CONTRACT PROSECUTION AND PROGRESS

(Adopted 03-15-18)

The Standard Specifications are revised as follows:

SECTION 108, AFTER LINE 15, INSERT AS FOLLOWS:

Unless the Department provides written consent, the Contractor shall not be entitled to any payment for subcontracted work or materials unless it is performed or supplied by a subcontractor approved on the contract prior to the work being performed.

The minimum wage for labor as stated in the Proposal book shall apply to all labor performed on all work sublet, assigned, or otherwise disposed of in any way.

(d) Other Noteworthy Conditions

There are no other noteworthy conditions which may affect the prosecution and progress of the contract.

(e) Preconstruction Conference Notification

The Contractor shall provide notification during the preconstruction conference about known corrections to or omissions of the information presented in 107.26(a) through 107.26(d) above. Otherwise, notification shall be provided as required in 105.06. Notifications regarding such corrections or omissions shall not alleviate the Contractor's inquiry or interpretation obligations as contained in 105 IAC 11-3-7.

108-C-095 FAILURE TO COMPLETE ON TIME FOR CALENDAR COMPLETION DATE

(Revised 05-25-17)

The Standard Specifications are revised as follows:

SECTION 108, DELETE LINES 650 THROUGH 661.

SECTION 108, AFTER LINE 662, INSERT AS FOLLOWS:

If the contract is not completed on or before the contract completion date shown on the Proposal sheet, \$1,500.00 will be assessed as liquidated damages, not as a penalty, but as damages sustained, for each calendar day that the contract is not complete.

Extension of contract time, if required, shall be in accordance with 108.08.

201-C-052 INITIAL PAYMENT FOR CLEARING RIGHT-OF-WAY

(Revised 06-08-15)

The Standard Specifications are revised as follows:

SECTION 201, AFTER LINE 159, INSERT AS FOLLOWS:

The initial payment for clearing right-of-way will be limited to 2% of the original total bid. If the contract lump sum price for clearing right-of-way is greater than 2% of the original total bid, the amount over 2% will be paid when the contract work is 50% complete, or when the clearing work is complete, whichever is later.



**Indiana Department of Transportation
Proposal**

Date of Letting: January 16, 2019
Time of Letting: 10:00 am

Location of Letting: N725 CONF RM, GOVERNMENT CENTER NORTH
100 N. SENATE AVENUE
INDIANAPOLIS, INDIANA 46204

————— State Certified —————

Contract Number: R -39976-A Districts: Seymour
Counties: MONROE

Description: BIKE AND PEDESTRIAN FACILITIES

Location: ALONG 2ND STREET, 2.1 MILES EAST OF SR 37

Project Control No.	Federal/State No.	Location
1601851	160185100LC5	BIKE AND PEDESTRIAN FACILITIES MONROE COUNTY - ALONG 2ND STREET, 2.1 MILES EAST OF SR 37

Time ID	Description	Completion Date or Number of Units	Time Type	Liquidated Damages	Rate
00	COMPLETION DATE	10/18/2019	DT	\$1,500.00	per Days
01	INTERMEDIATE COMPLETION DATE	3/15/2019	DT	\$1,500.00	per Days

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit

DBE GOAL: A contract provision goal of 14.00 percent of the contract bid price has been established as the minimum amount for contracting to disadvantaged business enterprises.

Erosion Control: Erosion Control Level Two Pre-Bid Meeting Date: Not Applicable

THE FOLLOWING DOCUMENTS ARE INCLUDED IN THE CONTRACT:
2018 STANDARD SPECIFICATIONS EFFECTIVE
LIST OF APPROVED OR PREQUALIFIED MATERIALS
STANDARD DRAWINGS LISTED ON STANDARD DRAWING INDEX EFFECTIVE 9-1-18
PRE-BID QUESTIONS AND ANSWERS AVAILABLE ON THE INDOT WEBSITE

ADDITIONAL REFERENCE MATERIAL MAY BE AVAILABLE ON THE INDOT WEBSITE. THE REFERENCE MATERIAL MAY INCLUDE, BUT IS NOT LIMITED TO PERMITS, ASBESTOS REPORTS, GEOTECHNICAL REPORTS AND UTILITIES INFORMATION. THE CONTRACTOR SHALL CONSIDER THE AVAILABLE ADDITIONAL REFERENCE MATERIAL IN PREPARATION OF THE PROPOSAL BID.

Contract No:R -39976

Change Order No.: 004

**INDIANA Department of Transportation
Construction Change Order and Time Extension Summary**

Page: 1

Contract Information

District:SEYMOUR DISTRICT

Contract No.: R -39976

AE:Area Engineer

Letting Date:01/16/2019

PE/S:Greasor, Roger A

Status:Draft

Change Order Information

Date Generated: 09/02/2020

Change Order No.: 004

Date Approved: 00/00/0000

EWA: N or Force Acct: N

Reason Code: CHANGED COND, Weather Related

Description: Time Adjustment - Force Majeure

Original Contract Amount \$ 1,533,770.00

Current Change Order Amount \$ 0.00

Percent: 0.000 %

Total Previous Approved Changes \$ 2,647.20

Percent: 0.173 %

Total Change To-Date \$ 2,647.20

Percent: 0.173 %

Modified Contract Amount \$ 1,536,417.20

Time Extension Information

Date Initiated 06/20/2020

Date Completed 09/08/2020

Original Contract Time

SS Completion Date 10/18/2019 or SS Calendar/Work Days 0

SP Date 00/00/0000 or SP Days

(SS = Standard Specification, SP = Special Provision)

Time Element Description: A contract time adjustment is required for this change and is addressed herein. Milestone Contractors LP has requested a Time Adjustment to the Calendar Completion Date due to Force Majeure concerning the fabrication of the Steel Strain Poles for the contracted Traffic Signals at Patterson & Landmark Intersections. Heavy rains and flooding at the Valmont Structures fabrication facility at Valley, Nebraska between March 18, 2019 thru July 24, 2019 for 128 Days. INDOT AE Rachel Wren agreed to grant Milestone additional Days for the Force Majeure to be added to the Revised Calendar Completion Date of November 18th, 2019. (time will include 122 non-chargeable winter shut down days) This is a Zero Dollar Change Order. There will be no cost increase to the Contract.

Current Time Extension

SS Days 0 SP Days 0

SP Days Value \$ 0.00

Previous Time Approved

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

SS Days _____

SP Days Value \$ _____

Revised Contract Time

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

SS Date 00/00/0000

or SP Days 0

INDIANA Department of Transportation
Construction Change Order and Time Extension Summary

Review and Approval Information

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

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

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

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

Date to PM _____ Date Returned _____

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

If N,Resolution: Approved _____ Disapproved _____

Resolved by _____ Date _____

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

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

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

Field Engineer _____ Date _____

Comments: _____

Contract No:R -39976
Change Order No:004

INDIANA
Department of Transportation

Date:09/08/2020
Page: 3

Contract: R-39976
Project: State:160185100LC5
Change Order Nbr: 004
Change Order Description: Time Adjustment - Force Majeure
Reason Code: CHANGED COND, Weather Related

CLN	PCN	PLN	Item Code	Unit	Unit Price	CO Qty	Comment	Amount Change
Total Value for Change Order 004 = \$ 0.00								

Contract Completion Date Time Adjustment


Original Completion dt: 10/18/2019 Adj compl dt 04/01/2020 Adj No. of Days 135

Explanation: A contract time adjustment is required for this change and is addressed herein. Milestone Contractors LP has requested a Time Adjustment to the Calendar Completion Date due to Force Majeure concerning the fabrication of the Steel Strain Poles for the contracted Traffic Signals at Patterson & Landmark Intersections. Heavy rains and flooding at the Valmont Structures fabrication facility at Valley, Nebraska between March 18, 2019 thru July 24, 2019 for 128 Days. INDOT AE Rachel Wren agreed to grant Milestone additional Days for the Force Majeure to be added to the Revised Calendar Completion Date of November 18th, 2019. (time will include 122 non-chargeable winter shut down days) This is a Zero Dollar Change Order. There will be no cost increase to the Contract.

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

Change Order Explanation for Specific Line Item

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

Contractor: 

Signed By: Josh Burris

Date: 9-16-2020

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

Contract No:R -39976
Change Order No:004

INDIANA
Department of Transportation

Date:09/08/2020
Page: 4

APPROVED FOR LOCAL PUBLIC AGENCY

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

SUBMITTED FOR CONSIDERATION

PEIS *Roger A. Gresser*

APPROVED FOR INDIANA DEPARTMENT OF TRANSPORTATION

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

A contract adjustment is required for this change and it is addressed herein.

Travis McKnight Change Order: Time Extension:

Milestone Contractors LP requested a Time Adjustment to the Calendar Completion Date due to Force Majeure concerning the fabrication of the Steel Strain Poles for the contracted Traffic Signals at Patterson & Landmark Intersections. Heavy rains and flooding at the Valmont Structures fabrication facility at Valley, Nebraska between March 18, 2019 thru July 24, 2012 for 128 Days. **INDOT AE Rachel Wren agreed to grant Milestone additional Days for the Force Majeure to be added to the Revised Calendar Completion Date of November 18th, 2019.** (time will include 122 non-chargeable winter shut down days)

This is a Zero Dollar Change Order. There will be no cost increase to the Contract.

NTP Revision

10/19/2019 INDOT Revised CCD for Delay in Issuing NTP

10/18/2019 OCCD-CIB

1 Days

ICD Revision

3/15/2019 OICD-CIB

16 Day, Granted by RW-AE

3/31/2019 Revised ICD

Requested Delay by Force Majeure

7/24/2019 Valmont Notification Finish

3/18/2019 Valmont Notification Start

128 Days Requested

3/31/2019 Revised ICD

3/19/2019 ICD Completed

0 Days

\$ 1,500.00 LD/Day

\$ - Charged LD's

11/30/2019 Last Chargeable Date 2019

4/1/2020 First Chargeable Date in 2020

122 Winter Shut Down

10/18/2019 OCCD - CIB

44 Force Majeure Granted

12/1/2019 Projected RCCD

122 Winter Shut Down

4/1/2020 RCCD

3/24/2020 All Work Completed

3/31/2020 Signs Removed

5/28/2020 Original IC686

3/31/2020 Revised IC686

5/28/2020 Punch List Completed/Final Acceptance



News Release

For Immediate Release

Contact: Renee Campbell
402-963-1057

March 18, 2019

Valmont Industries Valley, Nebraska Site Closure

Omaha, NE – (NYSE: VMI) – This past week, many eastern Nebraska and western Iowa communities were directly impacted by significant flooding of local rivers and waterways.

On Friday morning, March 15, flood waters surrounded the Valmont manufacturing facility in Valley, Nebraska. This prompted a preemptive closure of the site to ensure the safety of employees, and has since resulted in continued closure through Wednesday, March 20. The facility will remain closed until it is determined to be safe for employees to return. The majority of the buildings on site have not been impacted and remain dry. The flooding has, however, resulted in the closure of major roads and highways surrounding the facility, making the campus inaccessible at this time.

The Company is working diligently to utilize manufacturing facilities in other regions around the U.S. to continue serving customers. The manufacturing facility in Columbus, Nebraska and the coatings facility in West Point, Nebraska were also impacted by the flooding, but have remained operational. Manufacturing operations in McCook and Waverly, Nebraska were unaffected and are operating as normal.

Valmont greatly appreciates the support of our business partners during this time. Additional communication will be shared as details become available.

About Valmont

Valmont is a global leader, designing and manufacturing engineered products that support global infrastructure development and agricultural productivity. Its products for infrastructure serve highway, transportation, wireless communication, electric transmission, and industrial construction and energy markets. Its irrigation equipment and services for large-scale agriculture improves farm productivity while conserving fresh water resources. In addition, Valmont provides coatings services that protect against corrosion and improve the service lives of steel and other metal products.

###



Valmont Structures
28800 Ida Street, PO Box 358
Valley, NE 68064-0358 USA

July 24, 2019

Teclite
Valmont # 436856-P1
Contract # R39976

Reference: Valmont Valley Flood Update

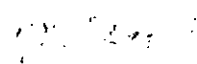
Spring flooding at our Valley, NE facility has caused delays beyond our control. Our manufacturing/finishing came back online completely in mid-May. Further delays beyond our anticipated 4-6 weeks are a result of required inspections of finished/staged product before the flooding happened. Every item was cleaned and re-inspected. Determinations by QC required materials to be scrapped and remade or repaired where possible. This process forced previously completed orders to be reentered into Valmont systems and completely rebuilt, inspected, etc. Initially we did not expect to have as much damage to finished products forcing us to scrap and re build.

Given this process is ongoing, and effecting all orders in the Valmont system, this order currently has an ESD of 10.11.19. Please present the attached Valmont notification from March 18, 2019 stating the closure of the facility. This will meet Force Majeure.

We are working diligently to get back to our historic levels of service as quickly as possible.

Thank you for your continued patience,

Valmont Industries, Inc.


Troy Casacelli
Regional Sales Manager
Structures North America

Milestone



October 30, 2019

Indiana Department of Transportation
Seymour District - Construction
185 Agrico Lane
Seymour, IN 47274

RE: Contract R-39976-A 2nd Street Bike and Pedestrian Mast Arm Delivery

Roger,

Milestone Contractors are requesting relief from liquidated damages due to the mast arm procurement. In April, Jones Drew informed Milestone and HWC that the mast arm fabrication and delivery would be 24 weeks from the time of order. Drew and Milestone worked diligently to get the drawings approved and the material ordered as soon as possible. However, the procurement period for these materials were longer than the contract timeframe.

Also, the contract award extended 60 days from the notice of intent which pushed our potential procurement timeframe back even further.

While waiting for the mast arms to be delivered, Drew continued to work to have as much completed as possible to help shorten this duration. Milestone also was able to complete the roadway and all major working items two months prior to the completion date.

Again, we would appreciate liquidated damages not being applied as this delay is no fault of Milestone or our subcontractors.

Please feel free to call with any questions or if you wish to discuss.

Respectfully,

Josh Burris
Project Manager

From: [Burris, Josh](#)
To: [Rachel Wren](#) ; [Roger Greason](#)
Cc: [Ian Lesko](#); [Jonathan Day](#); [Matt Smethurst](#); [Foster, Brent](#); [Doug Seuring](#)
Subject: R-39976 2nd Street Bike and Pedestrian Mart Arm Letter
Date: Wednesday, November 6, 2019 9:14:51 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[Valmont Industries Valley Site Closure.pdf](#)
[Flood Update 436856-PI.pdf](#)
[195007 NTP R39976-A 3-18.pdf](#)
[FW R-39976-A.msg](#)
[FW Signal cantilever submittals for R-39976-A.msg](#)
[FW James Drew Corporation Submittal.msg](#)
[FW James Drew Corporation Submittal.msg](#)
[FW James Drew Corporation Submittal.msg](#)
[FW James H Drew Shop Drawings reviewed and approved .msg](#)

[EXTERNAL EMAIL]

Rachel,

Please see the timeline of dates below, as well as correspondence pertaining to the submittals and orders. I have also attached a copy of the mast arm supplier's site closure information where they were closed for an extended period of time due to flooding in Nebraska. Also, attached is the NTP which revised the completion date to 11/18/19. I understand that there was some conversation about this, but wanted to include it since it was the signed NTP.

Letting Date: 1/16/19
Award Date: 1/28/19
NTP: 3/18/19
Drew PO Placed with Supplier: 4/22/19
Submittal received from Sub: 4/29/19
Submittal Sent to Travis: 4/29/19
Approved Submittal Received from Travis: 5/1/19
Subcontractor Order: 5/1/19
Supplier delay due Flooding Information: 3/18/19
Supplier Update Citing Force Majeure: 7/24/19
Drew Shipping Updates stating 10/11 delivery: 6/11/19 & 7/24/19

If you need any additional information please let me know and we appreciate your working with us on this matter.

Regards,

From: Wren, Rachel <RWREN@indoL.IN.gov>
Sent: Thursday, October 31, 2019 9:36 AM

To: Burris, Josh <JBurris@milestonelp.com>; Greasor, Roger A <rgreasor@hwcengineering.com>
Cc: Lesko, Ian <ilesko@HWCEngineering.com>; Jonathan Day <jday@hwcengineering.com>; Matt Smethurst <smethurm@bloomington.in.gov>; Foster, Brent <Brent.Foster@milestonelp.com>; Doug Seuring <dseuring@jameshdrew.com>
Subject: RE: R-39976 2nd Street Bike and Pedestrian Mart Arm Letter

Josh,

Can you please provide additional information on this matter including a timeline of all of the dates?

Letting date, NTP date, shop drawing submittal dates and approval dates, date materials were ordered, etc.

Please provide any additional information that you might have on the matter as well and we will evaluate it once we receive it.

Rachel Wren, PE

Seymour District Area Engineer

185 Agrico Lane

Seymour, IN 47274

Office: (812) 524-3738

Cell: (812) 525-9407

Email: rwren@indot.in.gov



From: Burris, Josh [<mailto:JBurris@milestonelp.com>]
Sent: Wednesday, October 30, 2019 8:11 AM
To: Greasor, Roger A <rgreasor@hwcengineering.com>
Cc: Lesko, Ian <ilesko@HWCEngineering.com>; Jonathan Day <jday@hwcengineering.com>; Wren, Rachel <RWREN@indot.IN.gov>; Matt Smethurst <smethurm@bloomington.in.gov>; Foster, Brent <Brent.Foster@milestonelp.com>; Doug Seuring <dseuring@jameshdrew.com>
Subject: R-39976 2nd Street Bike and Pedestrian Mart Arm Letter

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

All,

Please see the attached letter regarding the mast arm delay on 2nd street.

Regards,

Josh Burris
Project Manager

4755 W. Arlington Road
Bloomington, IN 47404
Office:+1-317-419-0152
Fax:+1-812-330-2118
Mobile:+1-812-320-9293

Josh Burris
Project Manager
4755 W. Arlington Road
Bloomington, IN 47404
Office:
Fax:
Mobile:

Josh Burris
Project Manager
4755 W. Arlington Road
Bloomington, IN 47404
Office:
Fax:
Mobile:





Board of Public Works Staff Report

Project/Event: Request from Garmong Construction for temporary road closure on W 10^t St

Staff Representative: Sara Gomez

Petitioner/Representative: Garmong Construction/Chad Davis and Josh Scism

Date: September 29th, 2020

Report: Garmong Construction is requesting a temporary road and sidewalk closure on W 10th St between N Rogers St and N Madison St as part of the Trades District Garage project located at the corner of W 10th and Rogers St. This request is intended to accommodate delivery of precast panels for the garage. The traffic control would be in place from October 26th through November 20th, 2020.

Garmong Construction has supplied maintenance of traffic plans for all work. They have also sent Public notice to property owners about the BPW meeting and scope of their work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Garmong Construction for the temporary road and sidewalk closure on W 10th St.

Recommend Approval Denial by

Sara Gomez



September 24, 2020

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

Re: Bloomington Trades District Parking Garage

Dear Affected Businesses:

The City of Bloomington is constructed a new Trades District Parking Garage consisting of four levels totaling 128, 872 square feet which will provide 359 parking spaces to city residence. The garage will be located at 489 west 10th Street, Bloomington, IN. C. H. Garmong & Son, Inc. is the construction manager and acting owner's adviser for this construction efforts of this project. Garmong is requesting the full street closure of 10th street between Rogers St and Madison St. This closure is in accordance to the attached Management of Traffic plan and is in aid of the construction activities. Garmong is requesting this closure from October 26, 2020 through November 20, 2020.

Garmong is presenting this closure to the Board of Public Works at a meeting on 9/29/2020 via Zoom Meeting at 5:30 pm. (see attached) Coordination with the City of Bloomington, City of Bloomington Utilities, transit providers, and law enforcement will help communicate this closure information with the public. As a result, Garmong is respectfully requesting the Board of Public Works approves the sidewalk closure referenced above from October 26, 2020 through November 20, 2020.

Respectfully,

Alex Blanford

Alex Blanford
Project Engineer
C. H. Garmong & Son, Inc.

Via Electronic Delivery

3050 Poplar Street
Terre Haute, IN 47803
Phone: (812) 234-3714
Fax: (812) 234-1403

5988 N. Michigan Road
Indianapolis, IN 46228
Phone: (317) 682-1001
Fax: (317) 821-0266

4117 N. St. Joseph Ave.
Evansville, IN 47720
Phone: (812) 214-4698
Fax: (812) 401-1212

C.H. Garmong & Son, Inc.

Since 1923

www.garmong.net



Topic: Board Of Public Works

Time: Sep 29, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/93517604728?pwd=bDRjRlBYlBNSUhJTEVkaWxDdkd0dz09>

Meeting ID: 935 1760 4728

Passcode: 966548

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 935 1760 4728

Passcode: 966548

Find your local number: <https://bloomington.zoom.us/u/auC4zG55B>

Street Closed Sign

Street Closed Sign

Road closed ahead

Sidewalk closed signs

Type 3 barricades at street closure

Type 3 barricades at street closure

Full street closure
10.26.20 - 11.20.20



The Farmer House Museum
69 home with its original furnishings

SpringHill Suites by Marriott Bloomington
W 9th St

The Avenue On College

Cfc Business Plaza At Showers

Bloomington Community Farmers' Market

The Cook Family Health Center

Google

W 8th St

W 8th St

W 8th St

N College Ave

N College Ave

N Jackson St

N Morton St

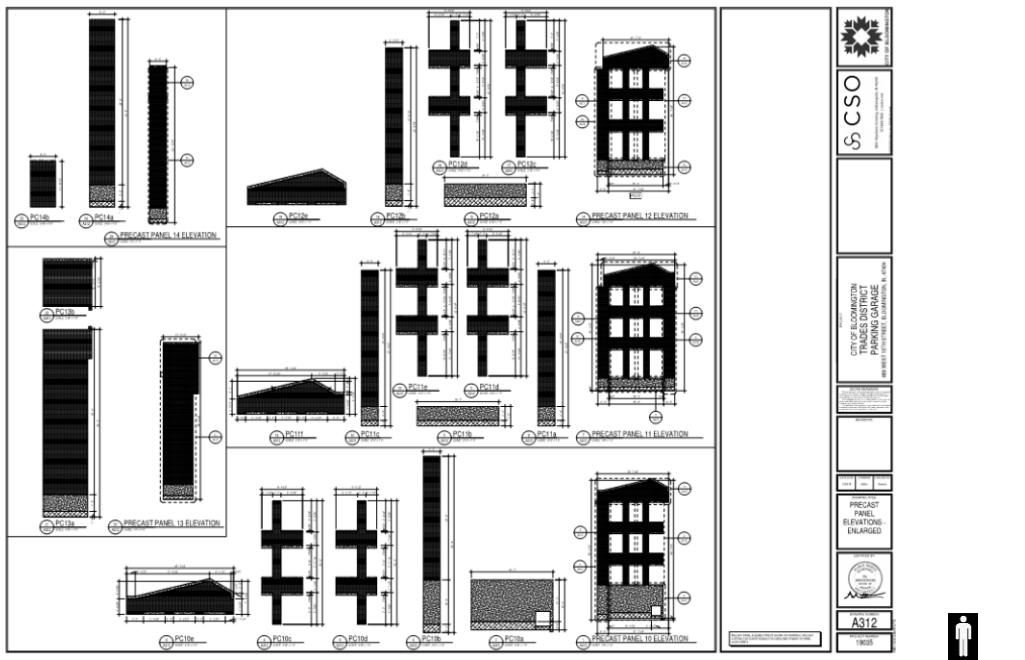
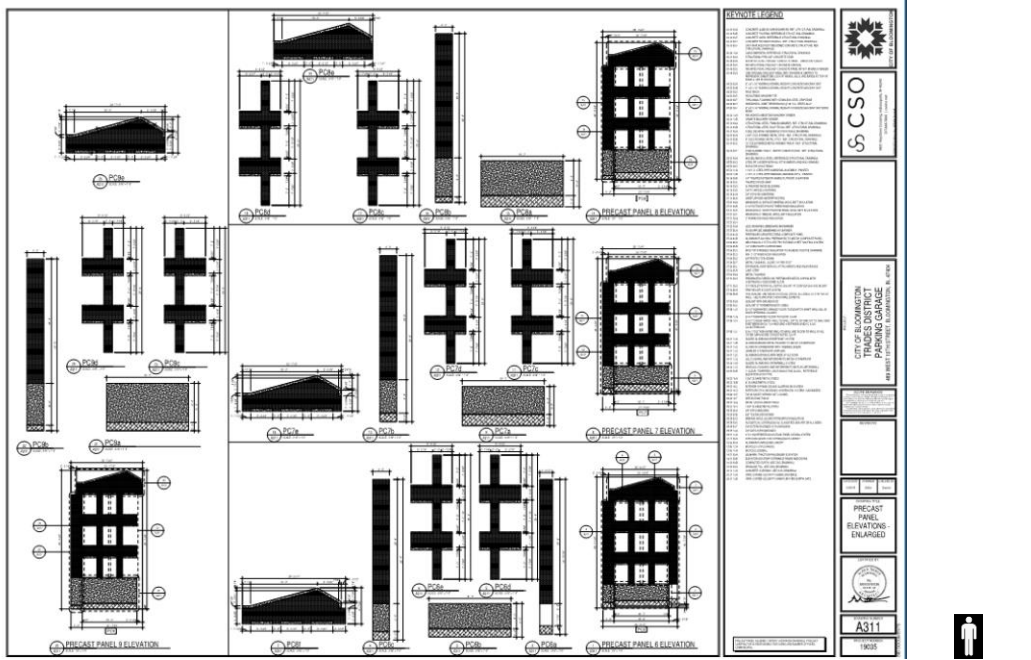
W 10th St

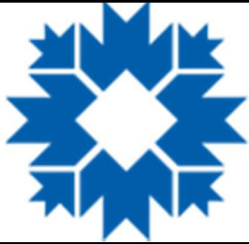
Online Trail

Solut

EXHIBIT – REQUEST FOR TEMP 10th ST ROAD CLOSURE FOR PRECAST DELIVERY & INSTALL

Trades Garage precast panels from bid documents in rough relation to human scale. Purpose of Exhibit is to illustrate the size of panels, crane, and support the recommendation to restrict pedestrians and vehicles from area during delivery and crane “pick” and installation for safety precautions.





City of Bloomington
Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: _____
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL
 Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: _____

Date(s) of Closure: From _____ To _____ > 2 weeks? <input type="checkbox"/> Yes <input type="checkbox"/> No	Start Time: _____ : _____ a.m. / p.m. End Time: _____ : _____ a.m. / p.m.
Overnight Closure Required: <input type="checkbox"/> Yes <input type="checkbox"/> No	

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: _____

Contact Person (*Printed Name*): _____

Contact Email: _____ Contact Phone No.: _____

Signature: *Arjo T. Blyskal* Date: _____

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



**City of Bloomington
Public Works Department**

Placeholder: NB Award Contract for
Recover Forward Sidewalk Project

Will be available by the
9/29/2020 BPW Virtual Meeting



MEMORANDUM

To: Board of Public Works
From: Sara Gomez, Public Improvements Manager
Date: September 28, 2020
Re: Title 12, Chapter 12.08 Updates

Background

The Planning and Transportation Department has been discussing revisions to Chapter 12.08 for a few years. This Chapter, titled 'Excavations', is in place to ensure staff has a permit for excavation in the City right of way from utility companies, developers, contractors and constituents who need to excavate in the City right of way. The conditions of the permit ensure that insurance and bonding are in place and repairs to excavations are to a standard that protect public facilities. The discussion of revisions was in response to staff concerns regarding the fee schedule, enforcement, and lack of right of way use language. Staff compiled a list of goals for Chapter 12.08 revisions that included the following items:

- Create a common sense fee structure.
- Streamline the enforcement system.
- Include right of way use language.
- Include specific reconstruction requirements.
- Include re-establishment of pavement guidelines.

The proposed changes are relevant to the following Programs from Chapter 6 of the Comprehensive Plan:

- Enhance the standards for maintenance of traffic and ADA compliance approvals.
- Manage right of way use and excavation policies, permits, and work to meet desired standards and specifications.
- Inspect all capital projects (City and non-City) to assure compliance with applicable standards and specifications.

Recommendations

After review and analysis, such as researching right of way permitting/use code for similar cities, comparing fees using the current fee schedule to the fees using the proposed fee schedule, reviewing other violation/enforcement language within the BMC, coordinating with Public Works staff regarding right of way use and reconstruction requirements, and discussions with various stakeholders regarding the walk around language, staff believes the proposed updates will address the concerns of staff and other stakeholders. A detailed Title 12 amendment has been prepared and is scheduled for the Common Council for their consideration on October 7th, 2020. The proposed draft has been included in the packet for review. The most notable changes are as follows:

Planning and Transportation Department

- Change Chapter title to 'Use of the Right of Way.'
- Language added throughout the chapter to address the use of the right of way "...closing, prohibiting access to..."
- Fee schedule changes and additions including an application fee, updated fees for excavation types and the addition of right of way use fees for street, sidewalk, and bike lane closures as well as storage fees. The fee schedule currently exists in Title 17 and would be removed and updated in Title 12.
- Additional language for required site plans to include MUTCD compliant maintenance of traffic plans.
- Bond amounts updated for types of excavations and additional bond amounts added for right of way use for street, sidewalk, and bike lane closures as well as storage.
- 'Obstructing sidewalk- Walk around Requirements' has many updates.
- 'Refilling of Excavations' section has additional language from a memorandum passed years ago by the Board of Public Works regarding excavation on a street that has been paved in the last 3 years.
- The 'Violations' section has a proposed replacement 'Enforcement and Penalties' with numerous changes that are reflective of other enforcement chapters in the BMC. This chapter includes a new Fines schedule.

Chapter 12.08- Use of the Right of Way

12.08.010- Compliance with chapter required.

It is unlawful for any person to do, cause or permit to be done any closure, impediment, digging, cutting or excavating to any street, right-of-way, alley or public place, or into or through any pavement thereon, in the city except in accordance with and as provided for in this chapter.

12.08.020 – Right-of-Way Use Permit Required

Any person closing, prohibiting access to, digging, cutting or excavating on or causing the same to be made in pavements or adjacent to pavements shall take out a right-of-way use permit as required by this chapter. A person shall not begin the aforementioned activities until a right-of-way use permit has been duly granted as provided in this chapter. The right of way use permit shall be kept on site in paper or digital form and be able to be produced as requested by city staff.

12.08.030-Application and Permit fee.

Any person desiring to close, prohibit access to, or make any opening or excavation contemplated by this chapter is subject to application and permit fees as described:

- (a) The application fee covers the cost of submitting an application for review. The fee does not guarantee the issuance of a permit upon review. The application fee is due upon submittal of the application for review and will not be refunded upon rejection of the application by City staff or cancellation of application by the applicant.
- (b) The permit fee is the cost associated with the issuance of the permit upon approval. The permit fee is due before the permit is issued to the applicant.

The application and permit fees to close, prohibit access to, or make any opening or excavation contemplated by this chapter are specified in Section (12.08.040_FEE TABLE) of the Bloomington Municipal Code and shall be paid to the city's transportation and traffic engineer, or his or her designees, prior to closing, prohibiting access to, or making an opening or excavation. Application and permit fees may be adjusted or waived at the discretion of the Board of Public Works. The following entities, or their designees, are exempt from having to pay the fee required by this section and by Section (12.08.040_FEE TABLE):

- (a) City of Bloomington Utilities Department;
- (b) Indiana University;
- (c) Monroe County;
- (d) State of Indiana;
- (e) Not-for-profit agencies with a 501(c)(3) designation; and
- (f) Any utility or entity performing work on a device or appurtenance owned or operated by and at the direction of the city.

(Ord. 86-49 § 1 (part), 1986; Ord. 75-55 § 1, 1975; prior code § 23-16).

(Ord. No. 14-11, § 96, 7-2-2014; Ord. No. 16-06, § 3, 4-20-2016)

12.08.040-Fee Table

(a) The right of way use and excavation fees shall be as follows:

Application	Fee
Right of Way Use/ Excavation	\$100.00
Use Type	Fee
Street; asphalt or concrete	\$1.00 per square ft of surface disturbance
Pushorbore	\$0.10 per lineal ft
Replacement/Removal of poles	\$35.00 per pole
Residential Driveway installation	\$10.00
Grass, dirt, gravel, landscape area, or other unpaved surface	\$0.10 per square ft
Sidewalk, asphalt or concrete Reconstruction	\$0.10 per Square ft
Sidewalk asphalt or concrete new construction	\$0.05 per Square ft
Storage of Dumpsters or Construction Materials *non-metered location	\$50.00
Lane, Bike Lane, or Sidewalk Closure*	\$100.00 per week
Street Closure*	\$200.00 per week
Re-inspection Fee	\$25.00

*Each closure type will be charged individually. Each closure type located on a different block will be charged as a separate closure. All items related to the same project can be listed on the same application as to only charge one application fee.

12.08.050- Permit application and site plan required.

Any person desiring to close, prohibit access to, or make any opening or excavation contemplated by this chapter shall file the following with the transportation and traffic engineer, or his or her designees:

- (a) An application for right of way use which shall contain all information deemed necessary by the transportation and traffic engineer;
- (b) A site plan which may identify the following and/or additional details, at the discretion of the transportation and traffic engineer:
 - (1) The specific location of all utilities already located in the right-of-way;
 - (2) The specific location of all signs already located in the right-of-way;
 - (3) The specific location of all structures, either privately or publically owned, already located in the right-of-way;
 - (4) The distance from all streets, alleys, driveways, entrances, intersections, and/or road cuts wherein the excavation will be made and the device or structure being installed as a result of the excavation will be located;
 - (5) The specific location of all proposed utilities. (Prior code § 23-17); and
 - (6) A maintenance of traffic plan that is compliant with the Manual on Uniform Traffic Devices (MUTCD).
- (c) A bond in accordance with §12.08.060; and
- (d) A certificate of insurance in accordance with §12.08.080.

(Ord. No. 14-11, §§ 97, 98, 7-2-2014; Ord. No. 16-06, § 4, 4-20-2016)

12.08.060- Bond required-Amount-Conditions.

At the time of filing the application under the provisions of Section 12.08.030, the person desiring to close, prohibit access to, or make any opening or excavation shall also file a bond payable to the city with the transportation and traffic engineer, or his or her designees.

The bond shall be in a sum as shown in Section 12.08.07 or as designated by the transportation and traffic engineer, or his or her designees. Bond amounts are per permit unless a larger bond is on file in an amount sufficient to encompass multiple active permits.

The transportation and traffic engineer, or his or her designees, may require a bond in an amount not to exceed the total projected cost of the project, plus twenty-five percent, in the event such bond is deemed necessary to ensure performance of the contractor.

Bonds shall be conditioned to hold the city harmless from any loss, cost or damage by reason of such proposed work, and that the same shall be done in all respects in conformity with the requirements of all laws regulating the same.

A single or continuing bond may be required to embrace all work of an applicant for a period of time between the date of the execution of the bond and two years after the date of completion of the project as determined by the transportation and traffic engineer, or his or her designees.

Entities with a bonding agreement approved and filed with the Board of Public Works shall be exempt from this section. The following entities are eligible for this bonding agreement:

- (a) City of Bloomington Utilities Department;
- (b) Indiana University;
- (c) Monroe County Community School Corporation;
- (d) Monroe County;
- (e) State of Indiana;
- (f) Indiana Department of Transportation
- (g) Not-for-profit agencies with a 501(c)(3) designation; and
- (h) Any utility or entity performing work on a device or appurtenance owned or operated by and at the direction of the city.

Contractors hired by these entities are required to have a bond on file with the city unless otherwise approved in the agreement approved and filed with the Board of Public Works.

(Ord. 86-49 § 1 (part),1986: prior code§ 23-18).

(Ord. No. 14-11, § 99, 7-2-2014; Ord. No. 16-06, § 5, 4-20-2016)

12.08.070- Bond Amounts.

Permit	Bond Amount (per permit)
Street Cut	\$20,000.00
Pushorbore	\$5,000.00
Placement/Removal of poles	\$5,000.00
Residential Driveway installation	\$5,000.00
Storage of Dumpsters or Construction materials:	\$5,000.00
Sidewalk Replacement	\$5,000.00
Commercial Driveway installation	\$10,000.00
Lane, Bike Lane, or Sidewalk Closure	\$5,000.00
Street Closure	\$5,000.00

12.08.080- Insurance and indemnity.

Each applicant for a permit under this chapter shall provide a certificate of liability insurance to the transportation and traffic engineer, or his or her designees, upon a form approved by the corporation counsel of the city, insuring the applicant, and naming the city as co-insured, against the following liabilities and in the following amounts relative to such activity:

- (a) Personal injury: one hundred thousand dollars per occurrence and three hundred thousand dollars in the aggregate; and
- (b) Property damage: fifty thousand dollars per occurrence and one hundred thousand dollars in the aggregate.

Each applicant for a permit under this chapter shall provide a document approved by the corporation counsel for the city, in which the applicant agrees to indemnify and forever hold harmless the city for losses and/or expenses arising from the opening and excavating work performed pursuant to a permit issued under this chapter.

(Ord. No. 16-06, § 6, 4-20-2016)

Editor's note- Ord. No. 14-11, § 100, adopted July 2, 2014, repealed § 12.08.060 which pertained to deposit for restoration of a surface and derived from § 23-19 of the prior code. Ord. No. 16-06, adopted April 21, 2016, enacted a new § 12.08.060 as set out herein.

12.08.090- Permit issuance.

It shall be the duty of the transportation and traffic engineer, or his or her designees, upon the filing of the application, site plan, approved bond, proof of insurance, and the payment of a fee as required by this chapter, to issue to the petitioner a permit to, close, prohibit access to, or make such excavation and do such work, and such permit shall describe the kind and location of the same. Staff may deny permits deemed incomplete or for work not in the public's interest as determined by the transportation and traffic engineer. The permit may also describe any restrictions or special instructions by which the responsible party to the permit must abide. (Prior code § 23-22).

(Ord. No. 14-11, § 103, 7-2-2014; Ord. No. 16-06, §§ 1, 7, 8, 4-20-2016)

Editor's note- Ord. No. 16-06, §§ 7, 8, adopted April 21, 2016, repealed §§ 12.08.070 and 12.08.080, which derived from Ord. 86-49li (part), adopted 1986: prior code § 23-20, and Ord. No. 14-11, § 101, adopted July 2, 2014, and renumbered §§ 12.08.090-12.08.110 as §§ 12.08.070-12.08.090. The historical notation has been retained with the amended provisions for reference purposes.

12.08.100- Traffic Control Devices

Traffic control plans for all streets, sidewalks, bike lanes or other city right of way within the city shall be made in compliance with the Indiana Manual on Uniform Traffic Control Devices. Other specific safety precautions may be required by the transportation and traffic engineer, or his or her designees. All proper traffic control devices including but not limited to barricades, signage, lights, temporary markings, cones, and other safety precautions shall be maintained by the party to whom the permit was issued under the provisions of this chapter until construction has been inspected and approved by the transportation and traffic engineer, or his or her designees. Deviation from or failure to maintain approved traffic control plans shall be considered a violation of this chapter and shall be subject to penalty as described in chapter 12.10.

12.08.110 - Obstructing sidewalk—Walk around Requirements

If it is necessary to obstruct or block a sidewalk for a period in excess of twenty-four hours, then the party who has applied for the right of way use permit shall provide a walk around for such area. The walk around shall consist of a walk not less than five feet wide, be protected by continuous concrete or water filled barricades with impact attenuators at each end for oncoming traffic, and have PROWAG compliant access. All IMUTCD guidelines must be followed including, but not limited to, advance warning signs. All OSHA guidelines must be followed. Other conditions for walk arounds may be required by the transportation and traffic engineer, or their designees, including, but not limited to, the following; concrete or water filled barricades on each side, railings 5 feet high on each side, electric lighting at night, overhead protection, rumble strips, changeable message signs, hazard identification beacons, flags, and warning lights. The transportation and traffic engineer may require a pedestrian detour or other accommodations instead of a walk around if necessary in accordance with IMUTCD or OSHA guidelines. The Board of Public Works may require a pedestrian Detour in place of a walk around based on the context of the construction site. Deviation from or failure to maintain approved walk around shall be considered a violation of this chapter and shall be subject to penalty as described in chapter 12.10.

12.08.120- Location of mains and pipes-Supervision of work.

It shall be the duty of the responsible party in connection with all work contemplated by this chapter, through its duly authorized agents, to determine the proper location for all utilities including, but not limited to, water, gas, storm and sanitary sewer. It shall also be the duty of the responsible party to coordinate repair and incur expenses if there are damages to existing utilities due to their work. The transportation and traffic engineer or his or her designee may supervise the replacement of the excavation and pavements and see that all work in connection therewith is completed and in compliance with all federal, state, and local safety requirements and specifications required

hereunder. The following persons shall be considered responsible parties, in connection with all work contemplated by this chapter:

- (1) The property owner;
- (2) Persons with any possessory interest in the property; and
- (3) Any person who, whether as property manager, principal agent, owner, lessee, tenant, contractor, builder, architect, engineer or otherwise who, either individually or in concert with another, took part in the work.

(Ord. 86-49 § 1 (part), 1986: prior code§ 23-23).

(Ord. No. 14-11, § 104, 7-2-2014; Ord. No. 16-06, §§ 7, 8, 4-20-2016)

Note- See the editor's note to § 12.08.070.

12.08.130- Excavation materials and backfill

Any responsible party receiving a permit under the provisions of this chapter pile any excavation material in a neat pile within the approved right of way use construction area in such a manner as does not present safety or erosion control hazards. All unused backfill shall be hauled away the same day unless approved by the transportation and traffic engineer or his or her designee for later removal.

(Ord. 86-49 § 1 (part), 1986: prior code§ 23-24)

(Ord. No. 16-06, §§ 7, 8, 4-20-2016)

Note- See the editor's note to § 12.08.070.

12.08.140- Refilling of excavations.

After any work requiring excavation has been properly completed, the responsible party to the permit under the provisions of this chapter shall refill that portion of the street, alley, right-of-way, or public place excavated and restore the excavated area in accordance with specifications and standards as set forth by the transportation and traffic engineer. Excavation done on a street that has been paved in the last three years shall require mill and pave of the full traffic lane or lanes as determined by the transportation and traffic engineer.

In the event the responsible party fails to follow the above requirements or the refilling of the excavation fails, the city may refill the excavation, or employ another contractor to do so, at the expense of the responsible party. Such expense may be deducted from the bond required by Section 12.08.060. Fines may also be assessed per the fine schedule 12.10.040 for non-compliance. In the event a second inspection of the refilled excavation is necessary as a result of noncompliance with any section herein, a re-inspection fee of twenty-five dollars shall be charged by the transportation and traffic engineer, or his or her designees, for each subsequent inspection that occurs.

(Prior code § 23-25).

(Ord. No. 14-11, § 105, 7-2-2014; Ord. No. 16-06, § 9, 4-20-2016)

Editor's note- Ord. No. 16-06, II adopted April 20, 2016, repealed § 12.08.120, enacted a new in its place, and renumbered §§ 12.08.130-12.08.160 as 12.08.110-12.08.140. The historical notation has been retained with the amended provisions for reference purposes.

12.08.150- Protection of sides of excavation-Injury to adjoining right of way.

Any person making excavations or causing the same to be made in pavements or adjacent to pavements, shall so protect the sides of the excavation that the adjoining soil shall not cave in. It is unlawful for any person to excavate so as to undermine or injure any adjoining right of way including, but not limited to, curbs, streets, tree plots and sidewalks.

(Prior code § 23-28).

(Ord. No. 16-06, § 9, 4-20-2016)

Note- See the editor's note to § 12.08.100.

12.08.160 - Emergencies

A utility described in Section 12.12.010 may perform a closure of and excavation in the city's right-of-way without having a permit to do so under this chapter in the event an emergency necessitates closure and excavation work. An emergency is defined as a sudden and unexpected event that, if left uncorrected, will cause serious damage to property or jeopardize the safety and health of persons.

Any emergency closure in city right-of-way shall be done in compliance with the Indiana Manual on Uniform Traffic Control Devices temporary traffic control guidelines. Excavations must be repaired to city standard for temporary or final repair as described in City standard drawings.

In the event an emergency occurs, the affected party shall contact staff from the planning and transportation department and/or the public works department to inform them of the excavation

work being performed.

When closure and excavation due to an emergency occurs, the contractor conducting such emergency closure and excavation shall have current bonding and insurance on file with the city per requirements in Sections 12.08.060 and 12.08.080. The contractor conducting such emergency closure and excavation shall file an application for a permit no later than seventy-two (72) hours from the commencement of the said emergency work.

(Ord. No. 16-06, § 10, 4-20-2016)

Note- See the editor's note to § 12.08.100.

Chapter 12.10 - ENFORCEMENT AND PENALTIES

12.10.010 - Authority.

All departments, officials and public employees of the city that are vested with the duty or authority to review and/or issue permits shall conform to the provisions of this title of the Bloomington Municipal Code (BMC) and shall issue no permit for any use, excavation, activity or purpose which would be in conflict with the provisions of this title. Any permit issued in conflict with the provisions of this title shall be null and void. The transportation and traffic engineer and his or her designee are designated enforcement officials with full authority to investigate, issue notices of violation, and secure remedies, including but not limited to injunctive relief, for any violation of this title.

12.10.020 - Penalties and remedies for violations.

(a) For the purposes of this chapter, a violation shall be defined as violation of or failure to comply with:

(1) Any provision or requirement of this title; or

(2) The required elements of the submission on the basis of which any permit or approval has been rendered hereunder.

(b) Any violation as defined herein is hereby declared a common and public nuisance, and any person who is a responsible party as defined in Section 12.10.050(a) with respect to such violation shall, in addition to any other penalty or remedy provided herein, be liable for maintaining a common and public nuisance.

(c) Any violation, as defined in subsection (a) above, shall be subject to the penalties and remedies provided in this chapter, and the city shall have recourse to any remedy available in law

or equity.

(d) Each day that any violation continues shall be considered a separate violation for purposes of the penalties and remedies specified in this chapter. A violation continues to exist until corrected. Correction includes, but is not limited to:

- (1) Cessation of an unlawful practice;
- (2) Removal of a building, structure, or other improvement;
- (3) Faithful or otherwise-approved restoration or replacement of a building, structure, site, excavation, traffic control devices, walk around, or natural feature;
- (4) Any other remedy specified in this title; and/or
- (5) Other remedy acceptable to the city.

(e) The city legal department may institute appropriate action to impose and collect fines and/or other penalties; to enforce or defend any action taken pursuant to Section 12.10.050(d) of this chapter; and to prevent, enjoin, abate, remove or correct any violation of or noncompliance with this title or any condition, requirement, or commitment established in connection with this title or any development approval hereunder.

(f) In addition to all other penalties and remedies provided for herein, where the violation is removal of one or more trees contrary to Section 20.05.044, EN-07 (Environmental standards—Tree and forest preservation), the responsible party shall meet the requirements listed in 20.10.020(g).

(g) In addition to all other penalties and remedies provided for herein, where the violation is disturbance of other environmental constraints as outlined Chapter 20.05, EN (Environmental Standards), the responsible party shall be required to meet the requirements listed in 20.10.020(h).

(h) The remedies provided for in this title shall be cumulative, and not exclusive, and shall be in addition to any other remedies available in law or equity.

12.10.030 - Administration.

The transportation and traffic engineer or his or her designee shall maintain a record and tabulation of all complaints and investigations, and the resolutions of those complaints, whether made by citizens or by staff; communicate with citizen complainants about the progress being made in investigating and resolving their complaints; and report to pertinent boards or commissions on an as-needed basis.

12.10.040 - Penalty.

(a) Any violation that is subject to this chapter shall be subject to a civil penalty of not more than two thousand five hundred dollars for each such violation, and not more than seven thousand five hundred dollars for the second and any subsequent violation, in addition to any and all other remedies available to the city, except where a lesser fine is specified herein.

(b)

Right of Way Use Violation	Fine
Right of Way Closure or Excavation without a permit	\$ 500.00 maximum not to exceed allowed under (12.10.040)
Unrepaired damage to right of way following excavation	100.00
Failure to comply with city standards and specifications for right of way repairs	100.00
Right of way use without approved maintenance of traffic plan	500.00

Failure to maintain approved maintenance of traffic plan; including but not limited to maintaining compliant traffic control devices	100.00
Failure to have permit on site	100.00
Failure to reopen right of way per approved dates for right of way use permit	250.00

12.10.050 - Enforcement procedures—Notices of violation.

(a) If the transportation and traffic engineer or his or her designee finds that any violation subject to this chapter is occurring, or has occurred, a notice of violation (NOV) may be issued to the responsible party. Such notices of violation may be further accompanied by additional warnings following the same procedures of this chapter. For purposes of issuing a notice of violation, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation:

- (1) The property owner;
- (2) Persons with any possessory interest in the property; and
- (3) Any person who, whether as property manager, principal agent, owner, lessee, tenant, contractor, builder, architect, engineer or otherwise who, either individually or in concert with another, causes, maintains, suffers or permits the violation to occur and/or to continue.

(b) The notice of violation (NOV) shall be in writing and shall be served on all of the responsible parties in one or more of the following manners: delivery in person or by first class mail. The notice of violation shall state:

- (1) The location of the violation;
- (2) The nature of the violation;

- (3) The date the violation was observed;
- (4) The daily fine assessed for the violation;
- (5) Additional remedies the city may seek for violation;
- (6) That the fine is paid to the city of Bloomington;
- (7) That the notice of violation may be appealed to the board of public works; and
- (8) That the fine may be contested in the Monroe County Circuit Courts.

(c) Each item of noncompliance enumerated on the notice of violation shall be considered to be a separate violation, and each day that each such item of noncompliance continues shall be considered to be a separate violation. Fines shall accrue from the date the violation commenced.

(d) In addition to issuing a notice of violation (NOV), the transportation and traffic engineer or his or her designee may utilize and/or seek through legal proceedings one or more of the following remedies:

- (1) Revoke or withhold other approvals, certificates and/or permits relevant to the site on which the violation has occurred or to the parties committing the violation; and/or
- (2) Issue a stop work order; and/or
- (3) Request the county building department to issue a stop work order and request the building official to suspend and withhold all building code inspections relevant to the development or use of the site on which the violation has occurred; and/or
- (4) Draw on a performance or maintenance surety, as necessary, to effect any remedial actions required to abate the violations; and/or
- (5) Revoke the permits, certificates and/or approvals that have been violated; and/or
- (6) Any and all penalties and remedies listed in Section 12.10.020, Penalties and remedies for violations.

12.10.060 - Appeals.

(a) Intent. The purpose of this section is to outline the procedure employed by the city in order to afford citizens an avenue of appeal when there is some doubt that an administrative official, staff member, administrative board or other body, has rendered a correct interpretation of the applicable ordinances and regulations while administering or enforcing any part of this title.

(b) Applicability. An administrative appeal may be made by any person aggrieved by an order, requirement, decision, or determination made by an administrative official, staff member, administrative board or other body, charged with the administration or enforcement of any part of this title.

(c) Application.

Filing Deadline. An administrative appeal must be filed with the Public Works Department within seven days of the order, requirement, decision, or determination that is being appealed.

(d) Review. At their next regularly scheduled public meeting, the Board of Public Works shall review:

- (1) The written statement and supportive material submitted by the appellant;
- (2) The record of action supplied by the administrative official or body from which the appeal is taken;
- (3) The written and oral testimony of the public;
- (4) The testimony of the appellant; and
- (5) The testimony of the administrative official or body from which the appeal is taken;

(e) Decision. The Board shall issue its decision to uphold or deny the appeal to waive or adjust fines

(f) Fines levied for violations may be challenged in the Monroe County Circuit Court and must be filed within seven days.



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01-sheet roll towels-9/15/20		10/02/2020	36.35
313 - Fastenal Company	01-bleach, laundry soap-9/15/20		10/02/2020	83.82
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-9/11/20		10/02/2020	130.29
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-9/11/20		10/02/2020	93.68
4586 - Hill's Pet Nutrition Sales, INC	01-feline/kitten/puppy food-9/11/20		10/02/2020	352.14
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-8/12/20		10/02/2020	299.50
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-9/2/20		10/02/2020	299.50
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, syringes-9/1/20		10/02/2020	478.90
4633 - Midwest Veterinary Supply, INC	01-syringes, Amoxicillin-9/1/20		10/02/2020	149.36
4633 - Midwest Veterinary Supply, INC	01-Adaptil, anti-parasitics-9/1/20		10/02/2020	669.92
4633 - Midwest Veterinary Supply, INC	01-probiotics-9/4/20		10/02/2020	59.64
4137 - Patterson Veterinary Supply, INC	01-pain control meds-9/16/20		10/02/2020	130.23
4137 - Patterson Veterinary Supply, INC	01-Gastrafate-9/1/20		10/02/2020	36.58
453 - ULINE, INC	01-hand sanitizer, spray bottles,, ziplock bags		10/02/2020	196.87
4666 - Zoetis, INC	01-vaccines-Vanguard Rapid Resp		10/02/2020	307.00
Account 52210 - Institutional Supplies Totals			Invoice 15	\$3,323.78
			Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Account 52310 - Building Materials and Supplies

394 - Kleindorfer Hardware & Variety	01-screws, pipe thread tape	10/02/2020	6.17
394 - Kleindorfer Hardware & Variety	01-4 padlocks	10/02/2020	51.96

Account 52310 - Building Materials and Supplies Totals	Invoice 2	\$58.13
	Transactions	

Account 52340 - Other Repairs and Maintenance

4574 - John Deere Financial (Rural King)	01-bleach-8/27/20	10/02/2020	5.16
--	-------------------	------------	------

Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	\$5.16
	Transactions	

Account 53130 - Medical

50350 - Arlington Heights Veterinary Hospital, INC	01-spay/neuter surgeries-4/25/20	10/02/2020	305.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-9/1-9/14/20	10/02/2020	2,698.00
175 - Monroe County Humane Association, INC	01-exam & neuter - 9/15/20	10/02/2020	65.00
175 - Monroe County Humane Association, INC	01-x-ray & exam-9/3/20	10/02/2020	20.00
175 - Monroe County Humane Association, INC	01-vet visit-8/19/20	10/02/2020	10.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork/x-rays/surgeries-9/15/20	10/02/2020	886.37

Account 53130 - Medical Totals	Invoice 6	\$3,984.37
	Transactions	

Account 53220 - Postage

4487 - PMB East, INC (PakMail)	01-BOH shipping-9/14/20	10/02/2020	13.30
4487 - PMB East, INC (PakMail)	01-BOH shipping-9/8/20	10/02/2020	13.30

Account 53220 - Postage Totals	Invoice 2	\$26.60
	Transactions	

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/6-9/4/20	BC 2010-23	09/24/2020	1,710.53
-------------------	--	------------	------------	----------



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Account 53510 - Electrical Services Totals		Invoice 1	\$1,710.53
		Transactions	
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill - August 2020	09/16/2020	419.15
Account 53530 - Water and Sewer Totals		Invoice 1	\$419.15
		Transactions	
Account 53540 - Natural Gas			
222 - Vectren	19-ACC-gas bill 8/4-9/2/20	09/16/2020	267.12
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-August 2020	09/24/2020	535.18
Account 53540 - Natural Gas Totals		Invoice 2	\$802.30
		Transactions	
Program 010000 - Main Totals		Invoice 30	\$10,330.02
		Transactions	
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-HTW treatments-7/22 & 9/2/20	10/02/2020	216.82
6529 - BloomingPaws, LLC	01-emergency vet visits-9/10-9/13/20	10/02/2020	326.36
175 - Monroe County Humane Association, INC	01-exam, dental surgery-9/15/20	10/02/2020	391.50
175 - Monroe County Humane Association, INC	01-dental surgery, diagnostics, S/N surgeries-8/11-8/19/20	10/02/2020	1,104.57
Account 53130 - Medical Totals		Invoice 4	\$2,039.25
		Transactions	
Program 010001 - Donations Over \$5K Totals		Invoice 4	\$2,039.25
		Transactions	
Department 01 - Animal Shelter Totals		Invoice 34	\$12,369.27
		Transactions	
Department 02 - Public Works			
Program 020000 - Main			
Account 46060 - Other Violations			



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Gerardo Villarreal

26-refund over payment pkg citation #20201501696	10/02/2020	60.00
Account 46060 - Other Violations Totals	Invoice 1	<u>60.00</u>
	Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

5409 - VS Engineering, INC	13-Blgtn Signal Des.-Walnut & 11th & 14th-period ending 7/31/20	BC 2019-113	10/02/2020	2,575.00
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	<u>2,575.00</u>
			Transactions	
	Program 020000 - Main Totals		Invoice 2	<u>2,635.00</u>
			Transactions	
	Department 02 - Public Works Totals		Invoice 2	<u>2,635.00</u>
			Transactions	

Department 03 - City Clerk

Program 030000 - Main

Account 52420 - Other Supplies

5086 - Frame Station, INC (Framemakers)	03-Showers Dedication Framing		10/02/2020	286.97
	Account 52420 - Other Supplies Totals		Invoice 1	<u>286.97</u>
			Transactions	

Account 53160 - Instruction

259 - Indiana Association Of Cities & Towns (AIM)	03-AIM Ideas Summit-Bolden-10/6-10/8/20		10/02/2020	179.00
259 - Indiana Association Of Cities & Towns (AIM)	03-AIM Ideas Summit-McDowell-10/6-10/8/20		10/02/2020	179.00
	Account 53160 - Instruction Totals		Invoice 2	<u>358.00</u>
			Transactions	

Account 53310 - Printing

20152 - Municipal Code Corporation	03-BMC Supplement 36, Update 3		10/02/2020	253.14
20152 - Municipal Code Corporation	03-BMC Supplement 36, Update 2		10/02/2020	342.00
	Account 53310 - Printing Totals		Invoice 2	<u>595.14</u>
			Transactions	

Account 53320 - Advertising



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	03-Public Notice for Ord 20-12	10/02/2020	431.73
	Account 53320 - Advertising Totals	Invoice 1	<u>\$431.73</u>
		Transactions	
	Program 030000 - Main Totals	Invoice 6	<u>\$1,671.84</u>
		Transactions	
	Department 03 - City Clerk Totals	Invoice 6	<u>\$1,671.84</u>
		Transactions	
Department 05 - Common Council			
Program 050000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	05-file pockets	10/02/2020	73.49
6530 - Office Depot, INC	05-storage boxes, hanging folders	10/02/2020	25.87
	Account 52110 - Office Supplies Totals	Invoice 2	<u>\$99.36</u>
		Transactions	
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges- September 2020	10/02/2020	204.18
	Account 52410 - Books Totals	Invoice 1	<u>\$204.18</u>
		Transactions	
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-8/1-8/31/20	10/02/2020	340.78
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$340.78</u>
		Transactions	
	Program 050000 - Main Totals	Invoice 4	<u>\$644.32</u>
		Transactions	
	Department 05 - Common Council Totals	Invoice 4	<u>\$644.32</u>
		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 53320 - Advertising			



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	06-Public Notice Billings for additional appropriations	10/02/2020	42.66
	Account 53320 - Advertising Totals	Invoice 1	<u>\$42.66</u>
		Transactions	
Account 53630 - Machinery and Equipment Repairs			
371 - Pitney Bowes, INC	06-Postage Meter 6/30/20-09/29/20	10/02/2020	120.00
	Account 53630 - Machinery and Equipment Repairs Totals	Invoice 1	<u>\$120.00</u>
		Transactions	
Account 53990 - Other Services and Charges			
1352 - Cornerstone Planning & Design INC	18- Project Management	10/02/2020	5,031.88
1352 - Cornerstone Planning & Design INC	18- Project Management	10/02/2020	4,078.60
	Account 53990 - Other Services and Charges Totals	Invoice 2	<u>\$9,110.48</u>
		Transactions	
	Program 060000 - Main Totals	Invoice 4	<u>\$9,273.14</u>
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 4	<u>\$9,273.14</u>
		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges- September 2020	10/02/2020	996.95
	Account 52410 - Books Totals	Invoice 1	<u>\$996.95</u>
		Transactions	
Account 53120 - Special Legal Services			
50587 - Barnes & Thornburg LLP	10-general municipal advice-August 2020	10/02/2020	869.06
50587 - Barnes & Thornburg LLP	10-Legal Services-Hospital Reuse Proj-August 2020	10/02/2020	3,694.00
7107 - Jawn J Bauer (Bauer & Densford)	10-legal services-Jones Case-August 2020	10/02/2020	425.00
	Account 53120 - Special Legal Services Totals	Invoice 3	<u>\$4,988.06</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Account 53910 - Dues and Subscriptions

3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-8/1-8/31/20	10/02/2020	1,363.09
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$1,363.09
		Transactions	
Program 100000 - Main Totals		Invoice 5	\$7,348.10
		Transactions	
Department 10 - Legal Totals		Invoice 5	\$7,348.10
		Transactions	

Department 11 - Mayor's Office

Program 110000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	11-proclamation paper	10/02/2020	27.99
6530 - Office Depot, INC	11-alcohol pads, folder labels	10/02/2020	17.25
Account 52110 - Office Supplies Totals		Invoice 2	\$45.24
		Transactions	

Account 52420 - Other Supplies

1096 - Thomas M Renneisen	11-reimbursement for lunch (Fire negotiations #5)	10/02/2020	71.14
1096 - Thomas M Renneisen	11-reimbursement for lunch (Fire negotiations #6)	10/02/2020	70.38
Account 52420 - Other Supplies Totals		Invoice 2	\$141.52
		Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM August	10/02/2020	2,486.25
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1	\$2,486.25
		Transactions	

Account 53910 - Dues and Subscriptions

53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation	10/02/2020	18.32
Account 53910 - Dues and Subscriptions Totals		Invoice 1	\$18.32
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Account 53990 - Other Services and Charges

129 - FedEx Office and Print Service, INC	11-yard signs for Innovation leafing meetings	10/02/2020	344.16
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$344.16</u>
		Transactions	
Program 110000 - Main Totals		Invoice 7	<u>\$3,035.49</u>
		Transactions	
Department 11 - Mayor's Office Totals		Invoice 7	<u>\$3,035.49</u>
		Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	12-folders	10/02/2020	21.20
6530 - Office Depot, INC	12- envelope moistener, notepads	10/02/2020	8.05
Account 52110 - Office Supplies Totals		Invoice 2	<u>\$29.25</u>
		Transactions	

Account 53990 - Other Services and Charges

19660 - Bose McKinney & Evans, LLP	12 Inv 777400 Employment Law matter \$40.00	10/02/2020	40.00
Account 53990 - Other Services and Charges Totals		Invoice 1	<u>\$40.00</u>
		Transactions	
Program 120000 - Main Totals		Invoice 3	<u>\$69.25</u>
		Transactions	
Department 12 - Human Resources Totals		Invoice 3	<u>\$69.25</u>
		Transactions	

Department 13 - Planning

Program 130000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	13 - Glue sticks, correction tape	10/02/2020	10.05
Account 52110 - Office Supplies Totals		Invoice 1	<u>\$10.05</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Account 53160 - Instruction

204 - State Of Indiana	13 - ArcGIS Pro Intermediate (Virtual Training) Nov. 18-20, 2020	10/02/2020	230.00
Account 53160 - Instruction Totals		Invoice 1	<u>\$230.00</u>
		Transactions	

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13 - Downtown Repaving & MPO TIP Amendment legals	10/02/2020	155.09
Account 53320 - Advertising Totals		Invoice 1	<u>\$155.09</u>
		Transactions	

Account 53990 - Other Services and Charges

7397 - Data Mgmt Internationale, INC (Smooth Solutions)	13-P&T Scanning archived files (project)-Inv date 8/31/20	10/02/2020	11,283.14
5409 - VS Engineering, INC	13-Temp. Engineering Staff Support- BC 2020-10 billing period ending 7/31/20	10/02/2020	1,000.00
5409 - VS Engineering, INC	13-Sare Road Trail-services thru BC 2019-142 7/31/20	10/02/2020	23,069.26
5409 - VS Engineering, INC	13-On Call Engineering Services- period ending 8/31/20	BC 2020-10 10/02/2020	2,235.00
Account 53990 - Other Services and Charges Totals		Invoice 4	<u>\$37,587.40</u>
		Transactions	
Program 130000 - Main Totals		Invoice 7	<u>\$37,982.54</u>
		Transactions	
Department 13 - Planning Totals		Invoice 7	<u>\$37,982.54</u>
		Transactions	

Department 19 - Facilities Maintenance

Program 190000 - Main

Account 52310 - Building Materials and Supplies

177 - Indiana Oxygen Company, INC	19-Small Acetylene & Small HP	10/02/2020	36.52
4574 - John Deere Financial (Rural King)	19-chains for pole saw-8/31/20	10/02/2020	61.05
395 - Kirby Risk Corp	19-Phillips LED Light Bulbs QTY 100	10/02/2020	675.00
394 - Kleindorfer Hardware & Variety	19-baking soda for Facilities Maintenance	10/02/2020	9.99



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

394 - Kleindorfer Hardware & Variety	19-Brushes for Facilities Maintenance		10/02/2020	17.06
53005 - Menards, INC	19-faucet nut wrench, 2" switch box w/clamps for Facilities --		10/02/2020	28.50
Account 52310 - Building Materials and Supplies Totals			Invoice 6 Transactions	\$828.12
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/6-9/4/20	BC 2010-23	09/24/2020	6,573.62
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	\$6,573.62
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-August 2020		09/16/2020	15.48
Account 53530 - Water and Sewer Totals			Invoice 1 Transactions	\$15.48
Account 53610 - Building Repairs				
21104 - Cummins Crosspoint, LLC	19-SA Full Planned Maintenance Service	BC 2019-50	10/02/2020	884.83
321 - Harrell Fish, INC (HFI)	19-SA Replacement of Controller on Unit 28 @ City Hall	BC 2020-39	10/02/2020	1,980.07
321 - Harrell Fish, INC (HFI)	19-SA Quarterly Planned Maintenance @ City Hall	BC 2019-123	10/02/2020	1,968.00
392 - Koorsen Fire & Security, INC	19-SA Sept Quarterly Sprinkler Inspection	BC 2019-126	10/02/2020	154.50
7402 - Nature's Way, INC	19-SA monthly Interior Billing for City Hall	BC 2019-122	10/02/2020	353.43
Account 53610 - Building Repairs Totals			Invoice 5 Transactions	\$5,340.83
Program 190000 - Main Totals			Invoice 13 Transactions	\$12,758.05
Department 19 - Facilities Maintenance Totals			Invoice 13 Transactions	\$12,758.05
Department 28 - ITS				
Program 280000 - Main				
Account 53210 - Telephone				



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

1079 - AT&T	28-long distance charges 9/9/2020- Inv. Ban #849494888	09/24/2020	180.46
	Account 53210 - Telephone Totals	Invoice 1	\$180.46
		Transactions	
	Program 280000 - Main Totals	Invoice 1	\$180.46
		Transactions	
	Department 28 - ITS Totals	Invoice 1	\$180.46
		Transactions	
	Fund 101 - General Fund (S0101) Totals	Invoice 86	\$87,967.46
		Transactions	

Fund 103 - Restricted Donations(ord 05-17)

Department **06 - Controller's Office**

Program **401303 - Bike/Ped Education/Prg**

Account **53990 - Other Services and Charges**

7436 - Janae Danielle Cummings	13 - Bike/Ped graphic design and marketing services	10/02/2020	1,500.00
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$1,500.00
		Transactions	
	Program 401303 - Bike/Ped Education/Prg Totals	Invoice 1	\$1,500.00
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 1	\$1,500.00
		Transactions	
	Fund 103 - Restricted Donations(ord 05-17) Totals	Invoice 1	\$1,500.00
		Transactions	

Fund 249 - Grants Non Approp

Department **20 - Street**

Program **G19018 - 2019 Community Crossings INDOT**

Account **42110 - Grants - State**

5149 - E&B Paving, INC	20- Bloomfiled/Arlington CCGM Proj- BC 2019-144 App No 2-5/29/20	10/02/2020	18,556.99
5149 - E&B Paving, INC	20 Bloomfiled/Arlington CCGM Proj- BC 2019-144 App No 1-5/19/20	10/02/2020	234,224.25
5149 - E&B Paving, INC	20-Kirkwood Maintenance Proj-App BC 2019-132 No 1-2/11-5/8/20	10/02/2020	237,416.00



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

5149 - E&B Paving, INC

20-Kirkwood Maintenance Proj-App BC 2019-132	10/02/2020		53,993.50
No 2-5/9-6/15/20			
Account 42110 - Grants - State Totals	Invoice 4		\$544,190.74
	Transactions		
Program G19018 - 2019 Community Crossings INDOT Totals	Invoice 4		\$544,190.74
	Transactions		
Department 20 - Street Totals	Invoice 4		\$544,190.74
	Transactions		
Fund 249 - Grants Non Approp Totals	Invoice 4		\$544,190.74
	Transactions		

Fund **270 - CC Jack Hopkins NR17-42 (S0011)**

Department **05 - Common Council**

Program **050000 - Main**

Account **53960 - Grants**

7033 - Courage to Change Sober Living, INC		10/02/2020	500.00
15-JH20-Rent Assistance-Hattery/James			
Account 53960 - Grants Totals	Invoice 1		\$500.00
	Transactions		
Program 050000 - Main Totals	Invoice 1		\$500.00
	Transactions		
Department 05 - Common Council Totals	Invoice 1		\$500.00
	Transactions		
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 1		\$500.00
	Transactions		

Fund **401 - Non-Reverting Telecom (S1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53750 - Rentals - Other**

12283 - Smithville Communications		09/16/2020	1,614.27
25 - Internet Service and Telecom Hotel Rent - September 2020			
Account 53750 - Rentals - Other Totals	Invoice 1		\$1,614.27
	Transactions		
Program 254000 - Infrastructure Totals	Invoice 1		\$1,614.27
	Transactions		



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC	25-Internet & Cable3940 N Kinser Pike-9/21-10/20/20		09/16/2020	117.99
12283 - Smithville Communications	25 - Internet Service and Telecom Hotel Rent - September 2020		09/16/2020	1,375.00
203 - INDIANA UNIVERSITY	28-dark fiber-special circuits-9/1-9/30/20		10/02/2020	65.00
Account 53150 - Communications Contract Totals			Invoice 3 Transactions	<u>\$1,557.99</u>
Program 256000 - Services Totals			Invoice 3 Transactions	<u>\$1,557.99</u>
Department 25 - Telecommunications Totals			Invoice 4 Transactions	<u>\$3,172.26</u>
Fund 401 - Non-Reverting Telecom (S1146) Totals			Invoice 4 Transactions	<u>\$3,172.26</u>

Fund **450 - Local Road and Street(S0706)**

Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-4th & WA metered surface lot-elec. chgs 7/30-8/28/20	BC 2019-73	09/16/2020	23.75
223 - Duke Energy	02-Blue Bird Alleyway-elec bill - 7/30-8/28/20	BC 2020-01	09/16/2020	6.21
223 - Duke Energy	02-2103 E Wimpleton-Crosswalk-elec. chgs 6/24-7/28/20		09/16/2020	9.27
223 - Duke Energy	02-2103 E Wimpleton-Crosswalk-elec. chgs 7/28-8/26/20		09/16/2020	11.22
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.-7/30-8/28/20	BC 2018-86	09/16/2020	5.15
223 - Duke Energy	02-2200 W. Tapp Rd-elec chgs-8/4-9/2/20	BC 2019-03	09/16/2020	4.61
223 - Duke Energy	02-4th&Dunn metered surface lot-elec. chgs 7/31-8/31/20	BC 2019-72	09/16/2020	28.21
223 - Duke Energy	02-Middle Way House-alley-elec chgs 7/31-8/31/20	BC 2018-99	09/16/2020	9.41



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

223 - Duke Energy	02-W. 11th btwn Rogers & Fairview- BC 2019-67	09/16/2020	12.38
	elec chgs 7/30-8/28/20		
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec.	09/16/2020	19.51
	bill 7/31-8/31/20		
223 - Duke Energy	02-Traffic Signal Summary electric	09/24/2020	3,057.52
	bill-7/30-8/28/20		
223 - Duke Energy	02-2225 S. High-Crosswalk-elec bill	09/24/2020	12.13
	8/14-9/15/20		
223 - Duke Energy	02-Country Club Dr-ped bridge- BC 2019-70	09/24/2020	25.59
	energy usage-8/10-9/9/20		
223 - Duke Energy	02-Street Light Summary Electric BC 2010-23	09/24/2020	32,280.84
	bill-09/03/20		
223 - Duke Energy	02-E. Cottage Grove-electric bill- BC 2019-06	09/24/2020	30.52
	8/10-9/9/20		
223 - Duke Energy	02-10th & Union signal-electric bill	09/24/2020	41.99
	8/6-9/4/20		
223 - Duke Energy	02-10th-IN to Union Lights-8/6- 9/4/20	09/24/2020	122.44

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 17	\$35,700.75
	Transactions	

Account 54310 - Improvements Other Than Building

5149 - E&B Paving, INC	20- Bloomfiled/Arlington CCGM Proj- BC 2019-144	10/02/2020	5,430.51
	App No 2-5/29/20		
5149 - E&B Paving, INC	20-Kirkwood Maintenance Proj-App BC 2019-132	10/02/2020	237,415.99
	No 1-2/11-5/8/20		
5149 - E&B Paving, INC	20-Kirkwood Maintenance Proj-App BC 2019-132	10/02/2020	243,824.08
	No 2-5/9-6/15/20		
18844 - First Financial Bank, N.A.	20-Kirkwood Maintenance Proj-Esc BC 2019-132	10/02/2020	24,991.16
	No 1-2/11-5/8/20		
18844 - First Financial Bank, N.A.	20-Kirkwood Maintenance Proj-Esc BC 2019-132	10/02/2020	27,901.74
	No 2-5/9-6/15/20		

Account 54310 - Improvements Other Than Building Totals	Invoice 5	\$539,563.48
	Transactions	

Program 200000 - Main Totals	Invoice 22	\$575,264.23
	Transactions	

Department 20 - Street Totals	Invoice 22	\$575,264.23
	Transactions	

Fund 450 - Local Road and Street(S0706) Totals	Invoice 22	\$575,264.23
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708)



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Department 20 - Street

Program 200000 - Main

Account 52210 - Institutional Supplies

15449 - Rosen & Rosen Industries (R&R Industries)	20- Safety Vests for Employees	10/02/2020	773.25
---	--------------------------------	------------	--------

Account 52210 - Institutional Supplies Totals	Invoice 1 Transactions	\$773.25
---	------------------------	----------

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-Lincoln-fixed curb-concrete gravel mix-9/14/20	10/02/2020	62.90
409 - Black Lumber Co. INC	20-2 garage brooms-8/12/20	10/02/2020	49.98
409 - Black Lumber Co. INC	20-dish soap for kitchen area	10/02/2020	1.50
313 - Fastenal Company	20-safety supplies-gloves, towels, earplugs-8/27/20	10/02/2020	158.64
177 - Indiana Oxygen Company, INC	20- Propane for crews-walk in fill-8/19/20	10/02/2020	69.71
177 - Indiana Oxygen Company, INC	20- Propane for crews-walk in fill-8/24/20	10/02/2020	156.50
177 - Indiana Oxygen Company, INC	20- Propane for crews-walk in fill-8/25/20	10/02/2020	86.00
177 - Indiana Oxygen Company, INC	20- Propane for crews-walk in fill-9/2/20	10/02/2020	125.00
908 - JB Salvage (Westside Auto Parts)	20 -Steel for Kirkwood ballard storage	10/02/2020	32.00
6262 - Koenig Equipment, INC	20-chainsaw supplies- chain, fuel caps	10/02/2020	30.93
786 - Richard's Small Engine, INC	20- Chisel chain, 16" bar fo tree crew	10/02/2020	125.90

Account 52420 - Other Supplies Totals	Invoice 11 Transactions	\$899.06
---------------------------------------	-------------------------	----------

Account 53130 - Medical

231 - Indiana University Health Bloomington, INC	20-P. Capps-DS DOT 5 Panel E Screen-7/30/20	10/02/2020	47.00
231 - Indiana University Health Bloomington, INC	20-J. Kerr-DS DOT 5 Panel E Screen-7/30/20	10/02/2020	47.00



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

		Account 53130 - Medical Totals	Invoice 2 Transactions	\$94.00
Account 53150 - Communications Contract				
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20 -Two way Radio Services- September 2020		10/02/2020	2,321.25
		Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$2,321.25
Account 53220 - Postage				
19681 - Southeastern Equipment Co, INC	20-milling machine parts-nuts, screws		10/02/2020	14.64
19681 - Southeastern Equipment Co, INC	20-milling machine parts-nuts, screws-9/11/20		10/02/2020	15.64
		Account 53220 - Postage Totals	Invoice 2 Transactions	\$30.28
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Paging Service for Snow Control- October 2020		10/02/2020	87.26
		Account 53250 - Pagers Totals	Invoice 1 Transactions	\$87.26
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/6-9/4/20	BC 2010-23	09/24/2020	398.28
		Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$398.28
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill- August 2020		09/16/2020	236.43
208 - City Of Bloomington Utilities	19-Street Dept-Fire Hydrant meter- water/sewer bill-August 2020		09/16/2020	41.84
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill- August 2020		09/16/2020	46.43
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-July 2020		09/16/2020	247.58
208 - City Of Bloomington Utilities	19-Street Dept-fire hydrant- water/sewer bill-July 2020		09/16/2020	41.84
		Account 53530 - Water and Sewer Totals	Invoice 5 Transactions	\$614.12



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Account 53540 - Natural Gas

222 - Vectren	19-Street Dept-gas bill 8/6-9/4/20		09/16/2020	18.26
222 - Vectren	19-Traffic Bldg-gas bill 8/6-9/4/20		09/16/2020	19.35
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-August 2020		09/24/2020	9.57
Account 53540 - Natural Gas Totals			Invoice 3 Transactions	<hr/> \$47.18

Account 53630 - Machinery and Equipment Repairs

6262 - Koenig Equipment, INC	20-repairs to chainsaw-8/13- 8/21/20		10/02/2020	106.78
Account 53630 - Machinery and Equipment Repairs Totals			Invoice 1 Transactions	<hr/> \$106.78

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/16/20	BC 2009-52	10/02/2020	15.67
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/16/20		10/02/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/2/20	BC 2009-52	10/02/2020	16.25
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/2/20		10/02/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/9/20	BC 2009-52	10/02/2020	16.25
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/9/20		10/02/2020	34.28
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 6 Transactions	<hr/> \$151.01

Account 53950 - Landfill

52226 - Hoosier Transfer Station-3140	20- Landfill fees for sweeper dumps- 8/26/20		10/02/2020	1,440.43
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20- Tree limb disposal -6 loads- August 2020	BC 2019-44	10/02/2020	132.00
Account 53950 - Landfill Totals			Invoice 2 Transactions	<hr/> \$1,572.43

Account 53990 - Other Services and Charges



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

6152 - K&S Rolloff, INC	20- Rolloff Service for sweeper dumps-2-8/12/20	10/02/2020	330.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks- 8/17/20	10/02/2020	170.00
Account 53990 - Other Services and Charges Totals		Invoice 2	<u>\$500.00</u>
		Transactions	
Program 200000 - Main Totals		Invoice 38	<u>\$7,594.90</u>
		Transactions	
Department 20 - Street Totals		Invoice 38	<u>\$7,594.90</u>
		Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 38	<u>\$7,594.90</u>
		Transactions	
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52340 - Other Repairs and Maintenance			
5534 - Presidio Holdings, INC	26 Server share for security cameras annual cost	10/02/2020	18,806.50
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	<u>\$18,806.50</u>
		Transactions	
Account 53150 - Communications Contract			
5534 - Presidio Holdings, INC	26 Server share for security cameras annual cost	10/02/2020	5,000.00
Account 53150 - Communications Contract Totals		Invoice 1	<u>\$5,000.00</u>
		Transactions	
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/6-9/4/20	BC 2010-23 09/24/2020	2,281.13
Account 53510 - Electrical Services Totals		Invoice 1	<u>\$2,281.13</u>
		Transactions	
Account 53640 - Hardware and Software Maintenance			
54432 - T2 Systems, INC	14-Milestone-Flexport permits incl. residential	10/02/2020	5,531.25
Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	<u>\$5,531.25</u>
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Account 53650 - Other Repairs

7453 - Browning Chapman, LLC	26-Phase 1 of the Walnut Street Garage Repairs	BC 2020-34	10/02/2020	20,334.75
18844 - First Financial Bank, N.A.	26-Escrow for Phase 1 of the Walnut Street Garage Repairs		10/02/2020	1,070.25
Account 53650 - Other Repairs Totals				Invoice 2 Transactions \$21,405.00
Program 260000 - Main Totals				Invoice 6 Transactions \$53,023.88
Department 26 - Parking Totals				Invoice 6 Transactions \$53,023.88
Fund 452 - Parking Facilities(S9502) Totals				Invoice 6 Transactions \$53,023.88

Fund 454 - Alternative Transport(S6301)

Department 13 - Planning

Program 130000 - Main

Account 53110 - Engineering and Architectural

10081 - Strand Associates, INC	13-Crosswalk Imp. Proj (HSIP)- serv. 8/1-8/31/20	BC 2020-49	10/02/2020	5,837.19
Account 53110 - Engineering and Architectural Totals				Invoice 1 Transactions \$5,837.19
Program 130000 - Main Totals				Invoice 1 Transactions \$5,837.19
Department 13 - Planning Totals				Invoice 1 Transactions \$5,837.19
Fund 454 - Alternative Transport(S6301) Totals				Invoice 1 Transactions \$5,837.19

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 52330 - Street , Alley, and Sewer Material

334 - Irving Materials, INC	20-3378 Claybridge Ln-Class A Stone Ash-6 cy-8/26/20	BC 2020-16	10/02/2020	609.00
-----------------------------	--	------------	------------	--------



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

334 - Irving Materials, INC	20-3790 Claybridge Ln-Class A Stone Ash-3 cy-8/31/20	BC 2020-16	10/02/2020	304.50
334 - Irving Materials, INC	20-2519 E Canada Dr-Class A Stone Ash-5 cy-9/1/20	BC 2020-16	10/02/2020	507.50
334 - Irving Materials, INC	20-2519 E Canada Dr-Class A Stone Ash-2.25 cy-9/2/20	BC 2020-16	10/02/2020	228.38
334 - Irving Materials, INC	20-Leonard Springs/Fairington-Class A Stone Ash-2.5 cy-9/9/20	BC 2020-16	10/02/2020	253.75
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 5 Transactions	\$1,903.13

Account 52340 - Other Repairs and Maintenance

51575 - Ennis-Flint, INC	20- Pavement marking materials (thermo)-8/14/20		10/02/2020	4,559.80
51575 - Ennis-Flint, INC	20- Pavement marking materials (paint)-8/11/20		10/02/2020	1,140.00
51575 - Ennis-Flint, INC	20- Pavement Marking Material-8/31/20		10/02/2020	3,368.20
Account 52340 - Other Repairs and Maintenance Totals			Invoice 3 Transactions	\$9,068.00

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-all purpose spray gray primer (2)-9/1/20		10/02/2020	3.98
4574 - John Deere Financial (Rural King)	20 Credit for Sales Tax Charged-Inv. A48472 (8/24/20)		10/02/2020	(3.91)
4574 - John Deere Financial (Rural King)	20 -Straw for sidewalk crew -8/24/20		10/02/2020	59.83
394 - Kleindorfer Hardware & Variety	20-weed burner, regulator		10/02/2020	87.98
394 - Kleindorfer Hardware & Variety	20-1/4x2 brass nipples		10/02/2020	1.99
19681 - Southeastern Equipment Co, INC	20-milling machine parts-nuts, screws		10/02/2020	17.48
19681 - Southeastern Equipment Co, INC	20-milling machine parts-nuts, screws-9/11/20		10/02/2020	26.22
Account 52420 - Other Supplies Totals			Invoice 7 Transactions	\$193.57

Account 53630 - Machinery and Equipment Repairs

2974 - MacAllister Machinery Co, INC	20- Repair parts for paver-chain, lever AS, washers, nuts		10/02/2020	134.30
--------------------------------------	---	--	------------	--------



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

2974 - MacAllister Machinery Co, INC	20- Repair parts for paver-tube AS	BC 2020-13	10/02/2020	259.88
Account 53630 - Machinery and Equipment Repairs Totals				Invoice 2
				Transactions
Program 200000 - Main Totals				Invoice 17
				Transactions
Department 20 - Street Totals				Invoice 17
				Transactions
Fund 456 - MVH Restricted Totals				Invoice 17
				Transactions
Fund 601 - Cumulative Capital Devlp(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-surface-6th Street-232.41 tons-8/24/20	BC 2020-13	10/02/2020	11,039.51
19278 - Milestone Contractors, LP	20-surface-Rogers Street-433.11 tons-8/31/20	BC 2020-13	10/02/2020	20,572.77
19278 - Milestone Contractors, LP	20-surface-Rogers Street-584.78 tons-9/1 & 9/2/20	BC 2020-13	10/02/2020	27,777.13
19278 - Milestone Contractors, LP	20-surface-patching-7.35 tons-9/8-9/10/20	BC 2020-13	10/02/2020	349.13
Account 52330 - Street , Alley, and Sewer Material Totals				Invoice 4
				Transactions
Account 53990 - Other Services and Charges				
5149 - E&B Paving, INC	20- Bloomfiled/Arlington CCGM Proj- App No 2-5/29/20	BC 2019-144	10/02/2020	66,163.75
5149 - E&B Paving, INC	20 Bloomfiled/Arlington CCGM Proj- App No 1-5/19/20	BC 2019-144	10/02/2020	205,099.63
5149 - E&B Paving, INC	20 Arlington/Bloomfield Project CCMG	BC 2019-144	10/02/2020	29,124.62
Account 53990 - Other Services and Charges Totals				Invoice 3
				Transactions
Program 020000 - Main Totals				Invoice 7
				Transactions
Department 02 - Public Works Totals				Invoice 7
				Transactions



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

10081 - Strand Associates, INC	13-Crosswalk Imp. Proj (HSIP)- serv. 8/1-8/31/20	BC 2020-49	10/02/2020	7,983.06
5409 - VS Engineering, INC	13-Blgtn Signal Des.-Walnut & 11th & 14th-period ending 7/31/20	BC 2019-113	10/02/2020	2,105.00
Account 53110 - Engineering and Architectural Totals			Invoice 2 Transactions	<hr/> \$10,088.06

Account **54310 - Improvements Other Than Building**

2671 - Hannum, Wagle & Cline Engineering (HWC Engineering	13-Adams St Inspection-6/29- 7/26/20	BC 2020-22	10/02/2020	15,688.94
5999 - The Etica Group, INC	13-School Zone Improvement Proj- 6/1-7/4/20	BC 2019-86	10/02/2020	24,840.16
Account 54310 - Improvements Other Than Building Totals			Invoice 2 Transactions	<hr/> \$40,529.10
Program 130000 - Main Totals			Invoice 4 Transactions	<hr/> \$50,617.16
Department 13 - Planning Totals			Invoice 4 Transactions	<hr/> \$50,617.16
Fund 601 - Cumulative Capital Devlp(S2391) Totals			Invoice 11 Transactions	<hr/> \$410,743.70

Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **43370 - Other Sales**

204 - State Of Indiana	18-August 2020 Sales Tax		09/15/2020	18.22
Account 43370 - Other Sales Totals			Invoice 1 Transactions	<hr/> \$18.22

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Truck radio communicatins services-September 2020		10/02/2020	572.05
---	---	--	------------	--------



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

		Account 53150 - Communications Contract Totals	Invoice 1 Transactions	\$572.05
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/6-9/4/20	BC 2010-23	09/24/2020	501.13
		Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$501.13
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill- August 2020		09/16/2020	163.84
		Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$163.84
Account 53540 - Natural Gas				
222 - Vectren	19-Sanitation-gas bill 8/4-9/2/20		09/16/2020	46.61
222 - Vectren	19-Sanitation-gas bill 7/2-8/4/20		09/16/2020	48.53
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-August 2020		09/24/2020	9.57
		Account 53540 - Natural Gas Totals	Invoice 3 Transactions	\$104.71
Account 53610 - Building Repairs				
392 - Koorsen Fire & Security, INC	19-SA Quarterly Billing for Sanitation Trucks	BC 2019-126	10/02/2020	95.98
		Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$95.98
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/9/20	BC 2009-52	10/02/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/9/20		10/02/2020	23.26
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2 Transactions	\$34.40
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 8/17-8/31/20		10/02/2020	17,027.84



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

52226 - Hoosier Transfer Station-3140	16-recycling fees - 8/17-8/31/20	10/02/2020	4,829.61
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-August 2020	BC 2019-45 10/02/2020	110.00
	Account 53950 - Landfill Totals	Invoice 3 Transactions	\$21,967.45
	Program 160000 - Main Totals	Invoice 13 Transactions	\$23,457.78
	Department 16 - Sanitation Totals	Invoice 13 Transactions	\$23,457.78
	Fund 730 - Solid Waste (S6401) Totals	Invoice 13 Transactions	\$23,457.78
 Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Swinney (9 1/2D)-9/3/20	10/02/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Starks (6)-7/28/20	10/02/2020	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice 2 Transactions	\$200.00
 Account 53130 - Medical			
6661 - Jason A Kerr	10- reimb for physical for CDL- 8/28/20	10/02/2020	100.00
2638 - Stanley Randolph Lopossa	10- reimb for physical for CDL- 5/15/20	10/02/2020	89.00
	Account 53130 - Medical Totals	Invoice 2 Transactions	\$189.00
 Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Admin Fees - 2020141	09/21/2020	1,840.50
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho -TTD - WC Claim Fees - 2020140	09/21/2020	93,862.87
	Account 53420 - Worker's Comp & Risk Totals	Invoice 2 Transactions	\$95,703.37



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

	Program 100000 - Main Totals	Invoice 6	\$96,092.37
		Transactions	
	Department 10 - Legal Totals	Invoice 6	\$96,092.37
		Transactions	
	Fund 800 - Risk Management(S0203) Totals	Invoice 6	\$96,092.37
		Transactions	
Fund 801 - Health Insurance Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,GYM,Massage)	10/02/2020	1,043.18
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$1,043.18
		Transactions	
	Program 120000 - Main Totals	Invoice 1	\$1,043.18
		Transactions	
	Department 12 - Human Resources Totals	Invoice 1	\$1,043.18
		Transactions	
	Fund 801 - Health Insurance Trust Totals	Invoice 1	\$1,043.18
		Transactions	
Fund 802 - Fleet Maintenance(S9500)			
Department 17 - Fleet Maintenance			
Program 170000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	17-pens	10/02/2020	26.89
	Account 52110 - Office Supplies Totals	Invoice 1	\$26.89
		Transactions	
Account 52230 - Garage and Motor Supplies			
50605 - Bauer Built, INC	17-tires, white powder coat, disposal fees	10/02/2020	6,058.91
	Account 52230 - Garage and Motor Supplies Totals	Invoice 1	\$6,058.91
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Account 52240 - Fuel and Oil

349 - White River Cooperative, INC	17-fuel-Diesel-PDX4 On Road-7,141 BC 2019-107A	10/02/2020	12,461.05
	gallons-9/11/20		
349 - White River Cooperative, INC	17-fuel-unleaded-87 regular-6,942 BC 2019-107A	10/02/2020	12,809.38
	gallons-9/11/20		
Account 52240 - Fuel and Oil Totals		Invoice 2	\$25,270.43
		Transactions	

Account 52320 - Motor Vehicle Repair

244 - Bloomington Ford, INC	17-misc parts-seal	10/02/2020	12.62
941 - Central Indiana Truck Equipment Corporation	17-stock-felt, washer (inc. freight chgs)	10/02/2020	29.92
941 - Central Indiana Truck Equipment Corporation	17-truck parts-PIN-5000	10/02/2020	88.73
941 - Central Indiana Truck Equipment Corporation	17-stock-grip arm shaft	10/02/2020	141.41
941 - Central Indiana Truck Equipment Corporation	17-truck parts-pivot, bearing/filter, pull action latch	10/02/2020	609.94
941 - Central Indiana Truck Equipment Corporation	17-stock-3 micron replacement	10/02/2020	614.40
941 - Central Indiana Truck Equipment Corporation	17-truck parts-field kit, light weight/pin, lift pivot	10/02/2020	5,887.26
4335 - Circle Distributing, INC	17-parts-filters	10/02/2020	46.92
455 - Industrial Service & Supply, INC	17-#445 fittings and hose	10/02/2020	33.73
11672 - Jack Doheny Companies, INC	17-sweeper parts-AY-dirt shoe, bulb seal, glass door	10/02/2020	908.24
4439 - JX Enterprises, INC	17 - Credit for returned part starter for 443-Inv. #27148005P	10/02/2020	(266.99)
4439 - JX Enterprises, INC	17-peterbilt parts-tooth rotatable	10/02/2020	320.92
4439 - JX Enterprises, INC	17-peterbilt parts-starter paccar	10/02/2020	377.73
394 - Kleindorfer Hardware & Variety	17-bolts	10/02/2020	3.40
394 - Kleindorfer Hardware & Variety	17-couplers, toggles	10/02/2020	30.46
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - stock filters	10/02/2020	257.58



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

2974 - MacAllister Machinery Co, INC	17-CAT parts-sensor temp, seal		10/02/2020	42.27
2974 - MacAllister Machinery Co, INC	17-CAT parts-cable as		10/02/2020	54.18
2974 - MacAllister Machinery Co, INC	17-CAT parts-kit-lining (inc drop box charge)		10/02/2020	57.60
2974 - MacAllister Machinery Co, INC	17-CAT parts-lever as		10/02/2020	69.74
16069 - Palmer Trucks, INC	17-#773-belt-V ribbed		10/02/2020	55.65
786 - Richard's Small Engine, INC	17-#609 pulleys, filters, nuts and bolts		10/02/2020	1,762.50
6216 - Terminal Supply, INC	17-lighting supplies-drill bits		10/02/2020	53.50
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-switch: window & door		10/02/2020	120.80
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-sensor ABS kit, bolt, plug, breather axle		10/02/2020	52.55
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-pipe-muf IN, C7, SHM, 101		10/02/2020	391.62
4398 - TruckPro Holding Corporation	17-parts-switch		10/02/2020	43.22
2096 - West Side Tractor Sales CO.	17-JD parts-oil		10/02/2020	81.32
2096 - West Side Tractor Sales CO.	17-JD parts-bolt, v-belt, arm rest (freight chgs)		10/02/2020	143.26
5639 - Yale Industrial Trucks-Tynan, INC	17-#797 filter and solenoid		10/02/2020	252.08
Account 52320 - Motor Vehicle Repair Totals			Invoice 30 Transactions	<u>\$12,276.56</u>
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ Fleet	BC 2019-109	10/02/2020	95.00
Account 53140 - Exterminator Services Totals			Invoice 1 Transactions	<u>\$95.00</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-8/6-9/4/20	BC 2010-23	09/24/2020	157.72
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	<u>\$157.72</u>



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

Account 53540 - Natural Gas

222 - Vectren	19-Fleet Maint-gas bill 8/6-9/4/20		09/16/2020	46.90
			Invoice 1	<hr/>
			Transactions	\$46.90

Account 53610 - Building Repairs

21104 - Cummins Crosspoint, LLC	19-SA Full Planned Maintenance Service	BC 2019-50	10/02/2020	655.08
			Invoice 1	<hr/>
			Transactions	\$655.08

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-9/9/20		10/02/2020	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-9/9/20	BC 2009-52	10/02/2020	16.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-9/16/20	BC 2009-52	10/02/2020	16.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-9/16/20		10/02/2020	69.56
			Invoice 4	<hr/>
			Transactions	\$173.00
			Invoice 42	<hr/>
			Transactions	\$44,760.49
			Invoice 42	<hr/>
			Transactions	\$44,760.49
			Invoice 42	<hr/>
			Transactions	\$44,760.49

Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990.1271 - Other Services and Charges Section 125 - URM- City

17785 - The Howard E. Nyhart Company, INC	12-City URM		09/15/2020	36.20
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		09/16/2020	240.43



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/17/2020	37.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/21/2020	139.99
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/21/2020	241.32
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/21/2020	147.24
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	09/22/2020	157.72
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/22/2020	70.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	09/23/2020	379.66
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/25/2020	13.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 10 Transactions	\$1,463.36
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-City DDC/URM	09/22/2020	681.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		Invoice 1 Transactions	\$681.00
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-Util URM	09/15/2020	56.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/16/2020	888.61
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/17/2020	140.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	09/18/2020	120.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/21/2020	71.15
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/21/2020	120.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/22/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/25/2020	56.68



Board of Public Works Claim Register

Invoice Date Range 09/15/20 - 10/02/20

<p>Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals</p> <p style="padding-left: 100px;">Program 120000 - Main Totals</p> <p style="padding-left: 150px;">Department 12 - Human Resources Totals</p> <p style="padding-left: 200px;">Fund 804 - Insurance Voluntary Trust Totals</p> <p>Fund 978 - City 2016 GO Bond Proceeds</p> <p>Department 06 - Controller's Office</p> <p>Program 06016C - 2016 C Jackson Trail</p> <p>Account 54310 - Improvements Other Than Building</p> <p>1847 - Hylant of Indianapolis, LLC</p> <p style="padding-left: 150px;">13-Jackson Creek Trail PH II, RW Permit Bond</p> <p style="padding-left: 100px;">Account 54310 - Improvements Other Than Building Totals</p> <p style="padding-left: 150px;">Program 06016C - 2016 C Jackson Trail Totals</p> <p>Program 06016D - 2016 D Multi Use Paths</p> <p>Account 54310 - Improvements Other Than Building</p> <p>16 - Butler, Fairman & Seufert, INC</p> <p style="padding-left: 150px;">13 - Rogers/Winslow/Henderson multi-use path design-7/1-7/31/20</p> <p style="padding-left: 100px;">Account 54310 - Improvements Other Than Building Totals</p> <p style="padding-left: 150px;">Program 06016D - 2016 D Multi Use Paths Totals</p> <p style="padding-left: 200px;">Department 06 - Controller's Office Totals</p> <p style="padding-left: 250px;">Fund 978 - City 2016 GO Bond Proceeds Totals</p> <p style="padding-left: 300px;">Grand Totals</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Invoice 8</td> <td style="width: 50%; text-align: right;">\$1,463.12</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 19</td> <td style="text-align: right;">\$3,607.48</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 19</td> <td style="text-align: right;">\$3,607.48</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 19</td> <td style="text-align: right;">\$3,607.48</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 1</td> <td style="text-align: right;">\$100.00</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 1</td> <td style="text-align: right;">\$100.00</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>BC 2019-87</td> <td style="text-align: right;">21,199.48</td> </tr> <tr> <td>Invoice 1</td> <td style="text-align: right;">\$21,199.48</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 1</td> <td style="text-align: right;">\$21,199.48</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 2</td> <td style="text-align: right;">\$21,299.48</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 2</td> <td style="text-align: right;">\$21,299.48</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> <tr> <td>Invoice 274</td> <td style="text-align: right;">\$1,891,614.02</td> </tr> <tr> <td>Transactions</td> <td></td> </tr> </table>	Invoice 8	\$1,463.12	Transactions		Invoice 19	\$3,607.48	Transactions		Invoice 19	\$3,607.48	Transactions		Invoice 19	\$3,607.48	Transactions		Invoice 1	\$100.00	Transactions		Invoice 1	\$100.00	Transactions		BC 2019-87	21,199.48	Invoice 1	\$21,199.48	Transactions		Invoice 1	\$21,199.48	Transactions		Invoice 2	\$21,299.48	Transactions		Invoice 2	\$21,299.48	Transactions		Invoice 274	\$1,891,614.02	Transactions	
Invoice 8	\$1,463.12																																														
Transactions																																															
Invoice 19	\$3,607.48																																														
Transactions																																															
Invoice 19	\$3,607.48																																														
Transactions																																															
Invoice 19	\$3,607.48																																														
Transactions																																															
Invoice 1	\$100.00																																														
Transactions																																															
Invoice 1	\$100.00																																														
Transactions																																															
BC 2019-87	21,199.48																																														
Invoice 1	\$21,199.48																																														
Transactions																																															
Invoice 1	\$21,199.48																																														
Transactions																																															
Invoice 2	\$21,299.48																																														
Transactions																																															
Invoice 2	\$21,299.48																																														
Transactions																																															
Invoice 274	\$1,891,614.02																																														
Transactions																																															

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/2/2020	Claims				1,891,614.02
					<u>1,891,614.02</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 1,891,614.02

Dated this 29th day of September year of 2020.

Kyla Cox Deckard President

Beth H. Hollingsworth Vice President

Dana Palazzo Secretary

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

Fiscal Office_____