

Board of Public Works Meeting
October 13, 2020



April Rosenberger is inviting you to a scheduled Zoom meeting.

Topic: Board Of Public Works

Time: Oct 13, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/99398792505?pwd=NEQ3aUovbFM3NGtwWE8xNW43eTNwZz09>

Meeting ID: 993 9879 2505

Passcode: 581507

One tap mobile

+13017158592,,99398792505#,,,,,0#,,581507# US (Germantown)

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Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

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Meeting ID: 993 9879 2505

Passcode: 581507

Find your local number: <https://bloomington.zoom.us/u/abO90n08QK>

**AGENDA
BOARD OF PUBLIC WORKS
OCTOBER 13, 2020**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, October 13, 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. CONSENT AGENDA

1. Approval of Minutes – September 29, 2020
2. Approval of Payroll

IV. NEW BUSINESS

1. Approve Addendum to Agreement for Consulting Services for the 3rd Street and Indiana Avenue Intersection Improvements with Clark Dietz, Inc.
2. Resolution 2020-52: Approve Right-of-Way Encroachment Agreement for 616 S. Woodlawn Ave.
3. Approve Preliminary Engineering Contract with The Etica Group for the Guardrail Maintenance Phase II Project
4. Approve Addendum to Agreement for Consulting Services for the B-Line Extension Project with Aztec Engineering
5. Approve Concrete Services Recover Forward Project with Groomer Construction
6. Approve Agreement with Traffic Control Corporation for Installation of Cellular Connectivity Products for Traffic Signal Monitoring
7. Approve Addendum #1 to Cleaning Services Agreement with SSW Enterprises, LLC.
8. Approve Engineering Services Agreement with RATIO Architects for Assessment of Spalling on the South Wall of City Hall
9. Approve Memorandum of Understanding with City of Bloomington and Monroe County for Community Crossing Grant – Cory Lane

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, September 29th, 2020, at 5:30 pm virtually through Zoom with Dana Palazzo presiding.

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

Present: Dana Palazzo
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Sean Starowitz – Economic & Sustainable Dev.
Mike Arnold – Housing and Neighborhood Dev.
Neil Kopper – Planning and Transportation
Matt Smethurst – Planning and Transportation
Sara Gomez – Planning and Transportation
Daniel Dixon – City Legal
Jacqueline Moore – City Legal

None

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

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 St. from Wilhelm Construction (October 01, 2020- December 12, 2021)**
5. **Approval of Payroll**

CONSENT AGENDA

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

Sean Starowitz, ESD, presented Resolution 2020-50: Approve Right-of-Way Encroachment for Banneker Center, Black Lives Matter Mural. Starowitz mentioned that this project is a collaboration between the Board of Parks Commissioners, Banneker Community Center Advisory Council, Bloomington Arts Commission, the Office of the Mayor, Community and Family Resources Department and Bloomington Common Council to endorse the painting of the Black Lives Matter mural on Elm between 7th and 8th Streets on October 17th from 8 am-8pm, with a rain date of October 24th. Starowitz said this inter-departmental project is requesting support from the Board to permit use of the public right-of-way and join in the public display for our black and brown residents who have been fighting for justice and equality.

Board Comments: Hollingsworth asked about the possibility of defacement and if there was a camera installed to capture it should it happen. Starowitz stated that the possibility of defacement had already been discussed with the Bloomington Arts Commission and may well end up being part of the process of the mural. Starowitz also stated it is ultimately up to the artist to determine

NEW BUSINESS
Resolution 2020-50:
Approve Right-of-Way
Encroachment for
Banneker Center, Black
Lives Matter Mural

how to handle defacement, but that there is also a fund to pay the artist to come back in for maintenance.

Hollingsworth made a motion to approve Resolution 2020-50: Right-of-Way Encroachment for Banneker Center, Black Lives Matter Mural. Palazzo Seconded. Motion is passed.

Mike Arnold presented resolution 2020-48: Approve Order to Vacate Structure at 231 N. Adams. Arnold explained that the structure had been hit by a vehicle and was knocked off of its foundation. He added that in addition to the Order to Vacate, there is the Order to Seal until such times repairs can be made.
Board Comments: Hollingsworth questioned if the resolutions were separate. Adam Wason, Public Works, recommended a separate motion for each.

Hollingsworth made a motion to approve Resolution 2020-48: Order to Vacate 231 N. Adams. Palazzo seconded. Motion is passed.

Hollingsworth made a motion to approve Resolution 2020-49: Approve Order to Seal 231 N. Adams. Palazzo seconded. Motion is passed

Neil Kopper, P&T, presented Addendum #2 to Agreement for Consulting Services for the 7th Street Bike Lane Improvements Project. Kopper stated this project is to install physically protected bike lanes on 7th Street between the B-line and Woodlawn and is part of the City's Bicentennial Bond package. Kopper explained that the addendum is for unanticipated driveway redesign, as well as new storm-water drain infrastructure, adding an additional \$21,025 to the cost.

Hollingsworth made a motion to approve Addendum #2 to Agreement for Consulting Services for the 7th Street bike lane improvements project. Palazzo Seconded. Motion is passed.

Matt Smethurst, P&T, presented change order #3 for the Winslow-Henderson Path Project. He explained this change order covers two minor additional work items.

See packet for details.

Hollingsworth made a motion to approve change order #3 for the Winslow-Henderson Path Project. Palazzo seconded. Motion is passed.

Matt Smethurst, P&T, presented change orders #3 and #4 for the 2nd – Bloomfield Multimodal Safety Project. Smethurst explained that the change orders adjust the completion dates of the project. Change order #3 adjusted the intermediate completion by 16 days

**Resolution 2020-48:
Approve Order to Vacate
Structure at 231 N. Adams**

**Resolution 2020-49:
Approve Order to Seal
Structure at 231 N. Adams**

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

**Approve Change Order #3
for the Winslow-Henderson
Path Project**

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

and is because of a delay in issuing notice to proceed. Change order #4 adjusted the final completion date by 135 days and is because there was a delay in delivery by the manufacturer for supplies needed for the project. Smethurst explained that the change orders did not affect the contract amount.

Board Comments: Hollingsworth asked if the project is complete. Smethurst confirmed completion of project. Hollingsworth made a motion to approve change orders #3 and #4 for the 2nd-Bloomfield Multimodal Safety Project. Palazzo seconded. Motion is passed.

Sara Gomez, P&T, presented request for temporary road closure on W. 10th Street/Trades District Garage from Garmong Construction. Gomez explained that the request is to accommodate the delivery of pre-cast panels to the garage. Gomez said that Chad Davis from Garmong Construction was available to answer any questions.

Board Comments: Hollingsworth questioned if there had been any complaints on the length of the closure by nearby residents or businesses. Gomez stated that there had not been; Davis from Garmong confirmed. Palazzo asked about the two parking lots in the area being available to adjacent businesses. Davis confirmed that the lots were available.

Adam Wason, Public Works, provided brief updates. He mentioned the Downtown alleys project is underway. Wason also mentioned the success of the Kirkwood closures and the positive feedback from the public and many thanks from the restaurant owners.

Hollingsworth made a motion to approve claims in the amount of \$1,891,614.02. Palazzo seconded. Motion is passed

Palazzo called for adjournment at 5:51 p.m.

Approve Request for Temporary Road Closure on W. 10th Street/Trades District Garage from Garmong Construction (October 26, 2020 – November 20, 2020)

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/9/2020	Payroll				448,468.06
					<u>448,468.06</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 \$ 448,468.06

Dated this 13th day of October 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: Approve Addendum 1 to Agreement for Consulting Services for the 3rd Street and Indiana Avenue Intersection Improvements Project with Clark Dietz, Inc.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 10/13/2020

Report: This project will replace the traffic signal and make geometric improvements at the intersection of E 3rd Street and S Indiana Avenue. Construction is expected in summer 2021.

Clark Dietz is currently under contract to perform preliminary engineering services for this project. This addendum stems from a delay in project bidding which lengthened this design effort from 6 months to 18 months. The total contract amount of \$61,730 remains unchanged, but \$2,720 from the Meetings task will be shifted to the Plans, Specs, and Estimates task.

Recommendation and Supporting Justification: Staff recommends that the Board approve Addendum 1 to Agreement for Consulting Services for the 3rd Street and Indiana Avenue Intersection Improvements Project with Clark Dietz, 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	10/13/2020
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	2020

*Original Design Services Contract approved 5/28/2019.

**ADDENDUM #1 TO AGREEMENT FOR CONSULTING SERVICES
FOR THE 3RD STREET AND INDIANA AVENUE INTERSECTION IMPROVEMENTS
WITH CLARK DIETZ, INC.**

This Addendum #1 supplements the Agreement for Consulting Services with Clark Dietz, Inc. (“Agreement”) for the 3rd Street and Indiana Avenue Intersection Improvements Project which was entered into on May 28, 2019, as follows:

1. **See Article 4. Compensation and Exhibit B Compensation:** This project was delayed from October 2019 bidding to October 2020 bidding, which resulted in additional expenses to the Consultant. The City shall pay Clark Dietz, Inc. an amount not to exceed \$2,720.00 for the additional expenses, by shifting \$2,720 from the Meetings phase of the contract to the Plans, Specs, and Estimates phase.

Those phases shall now be:

Plans, Specs, and Estimates	\$41,700
Meetings	\$7,280

The not to exceed amount for the contract shall remain \$61,730.

2. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to be executed on the day and year last written below.

OWNER

CONSULTANT

Kyla Cox Deckard
President, Board of Public Works

Wesley E. Christmas
Senior Vice President

Beth H. Hollingsworth
Vice President, Board of Public Works

Date: _____

Dana Palazzo
Secretary, Board of Public Works

Date: _____

Philippa M. Guthrie
Corporation Counsel

Date: _____



Board of Public Works Staff Report

Project/Event: Request to approve Resolution 2020-52 agreement for the encroachment of a carport in the alley adjacent to 616 S Woodlawn Ave

Staff Representative: Sara Gomez

Petitioner/Representative: Joan Foor White and David White

Date: October 13, 2020

Report: Joan Foor White and David White, owners of the property located at 616 S Woodlawn Ave, are requesting approval for an existing carport encroachment. The carport has been located in the alley on the north side of their property for at least 30 years and through recent efforts to repair the carport found out it is located in the City right of way, which led to this encroachment request. The alley is impassable to pedestrian or vehicular traffic due to overgrowth as can be seen in the photo exhibit. The impassability of the alley at this location is not blocking adjacent property owner access to their property, specifically their driveways. As shown in the aerial photo there are passable north-south and east west alleys adjacent to this portion of alley that maintains access to adjacent property owners driveways.

Recommendation: Due to the undetermined amount of time the alley has been impassable without issue, the efforts of the property owners to maintain the structure, as well as their efforts to ensure an agreement is in place, staff recommends approval of the encroachment agreement.

Recommend **Approval** **Denial** by Sara Gomez

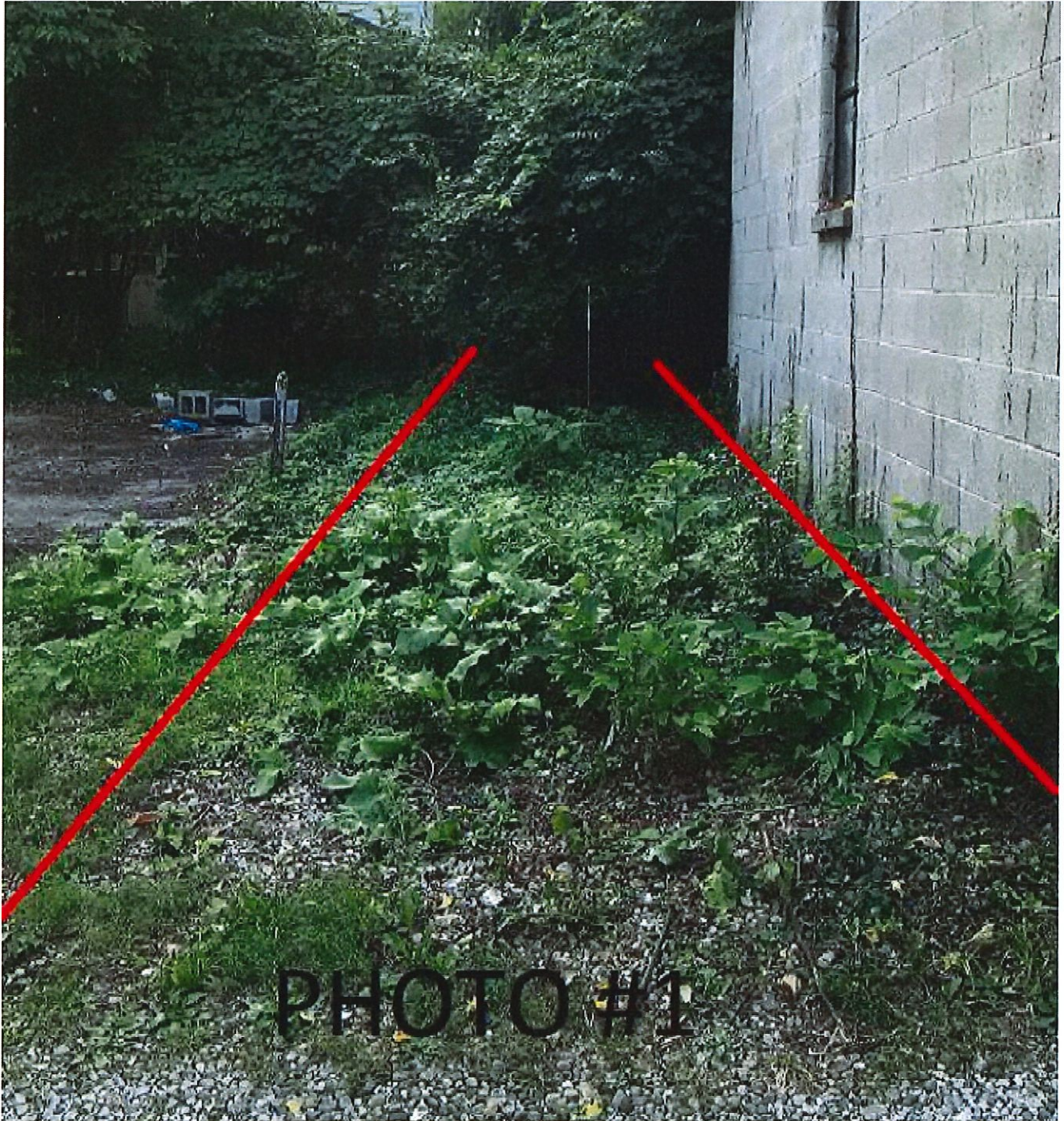


PHOTO #1

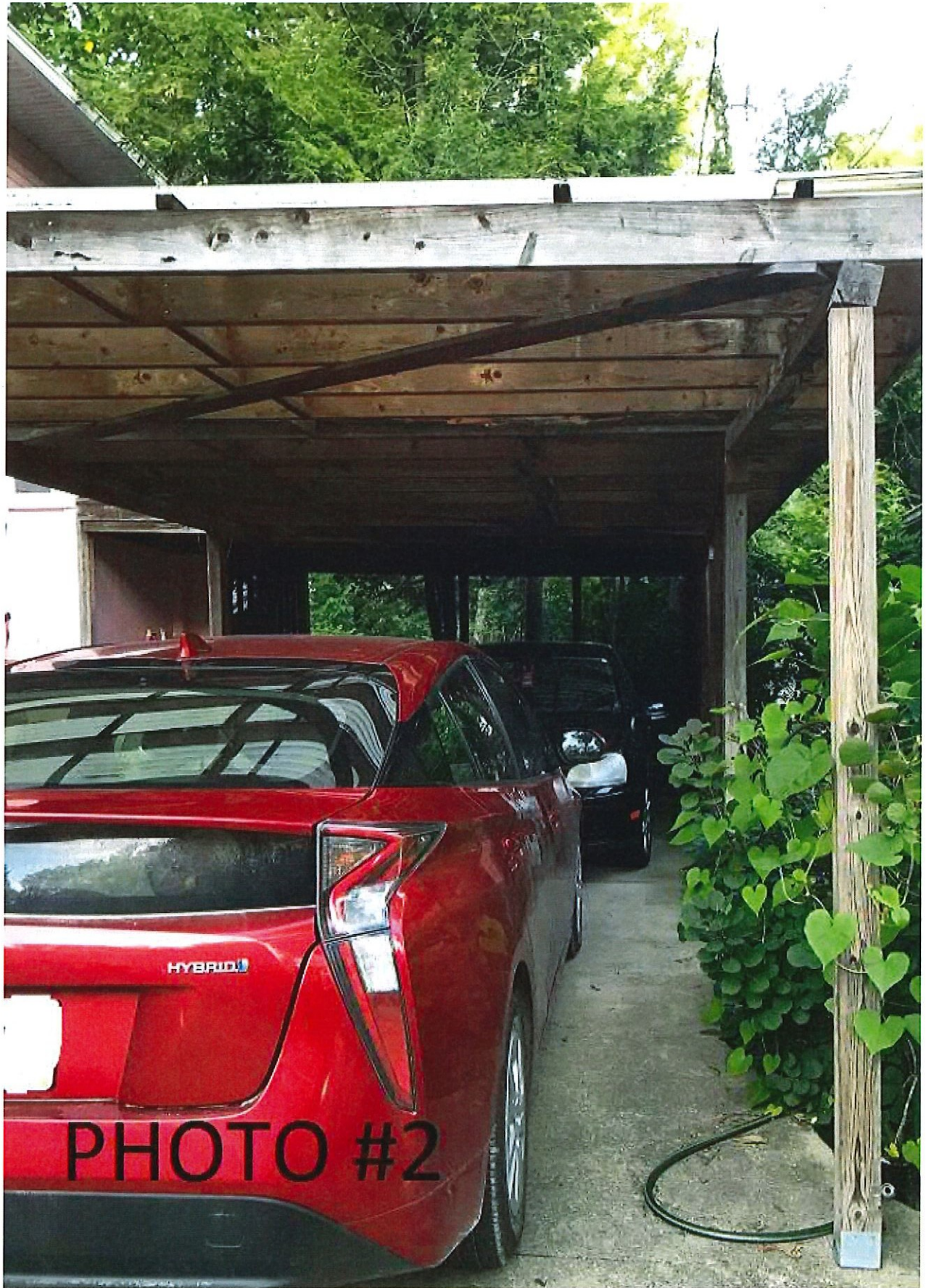


PHOTO #2

Access to east west alley ends here (see photo 1)

E 2nd ST

Carport in Alley (see photo 2)

Adjacent alley access north-south and east-west

616 S Woodlawn Ave

north south alley here not passable at north or south end

E University ST

S Park AVE

S Woodlawn AVE

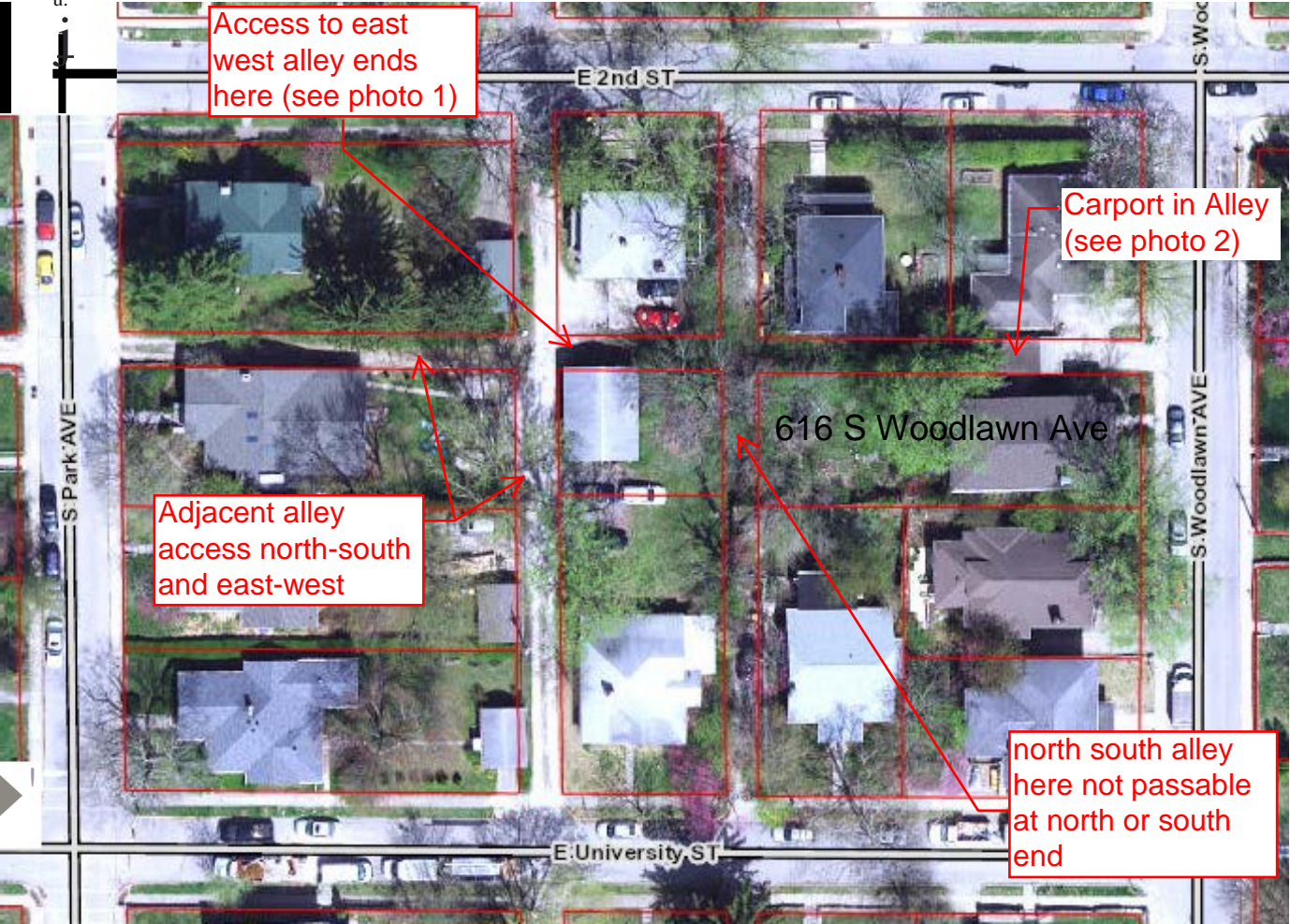
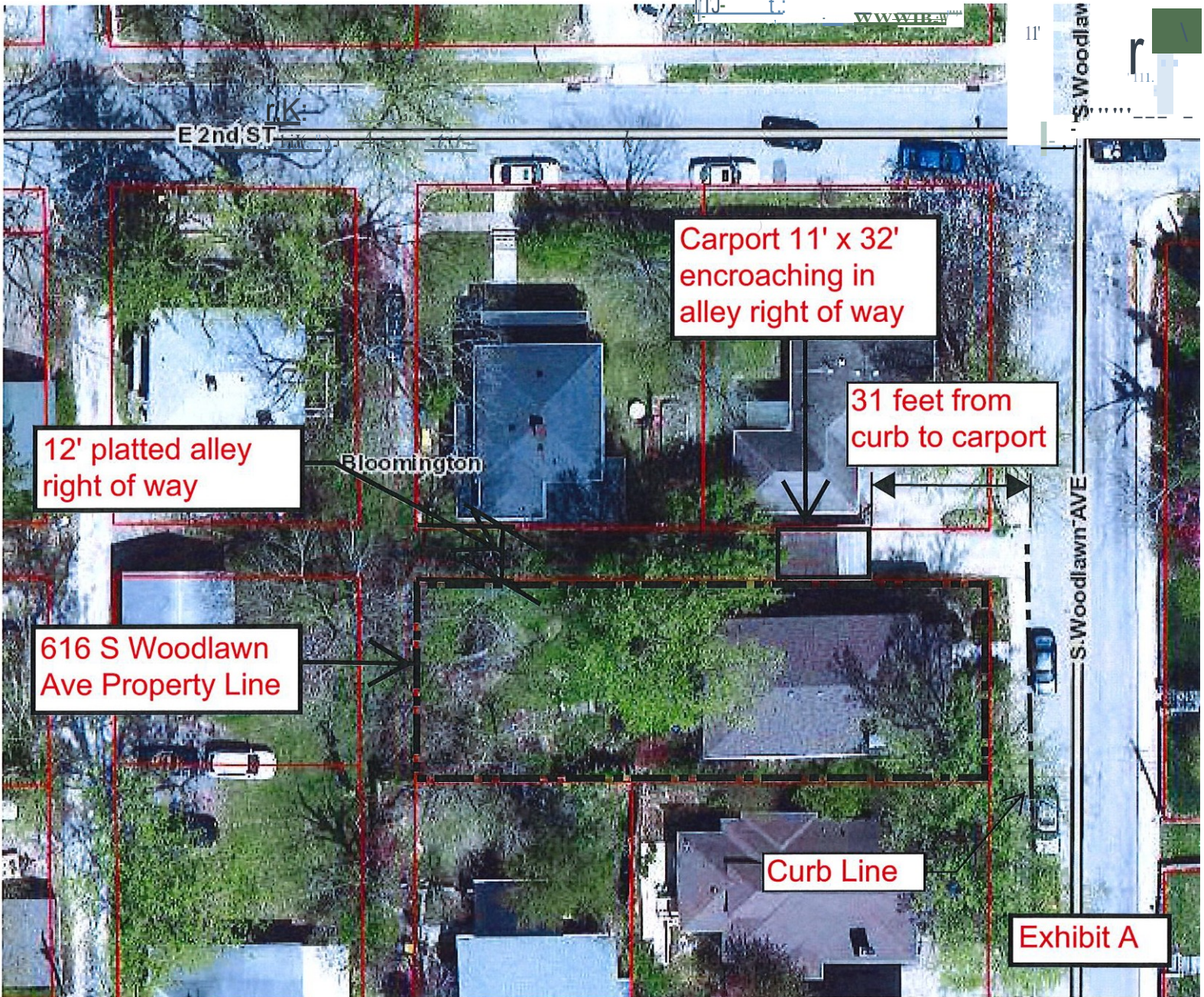


EXHIBIT
A



**BOARD OF PUBLIC WORKS
RESOLUTION 2020-52**

Encroachment with Carport

WHEREAS, Joan Foor White and David White (hereinafter “Owners”) own the real property at 616 S Woodlawn Ave, which real estate is more particularly described in a deed recorded as Instrument No. 2010006944 in the Office of the Recorder of Monroe County (Hereinafter “Property”); and

WHEREAS, the building on the Property has remained in existence in its current location since construction; and

WHEREAS, a recent field inspection of the property identified that an existing carport encroaches onto the public right of way adjacent to 616 S Woodlawn Ave owned by the City of Bloomington (“City”); and

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

WHEREAS, an existing carport in the alley was built at this location as depicted in Exhibit A; and

WHEREAS, the existing carport in the alley does not prohibit pedestrian traffic along the adjacent right of way; and

WHEREAS, the City of Bloomington Board of Public Works has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including air ways over sidewalks;

NOW, THEREFORE, BE IT RESOLVED:

That the City agrees not to initiate any legal action against Owners or their successor(s) in interest regarding the encroachment into the described right of way provided that:

1. Owners agree to maintain the described encroachment and to keep it in a safe and good condition.
2. The encroachment shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein.

3. This Resolution is not intended to relieve Owners of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.
4. Owners agree that the only encroachment that may be installed in the right of way is described herein. In the event Owners wish to install any additional encroachment(s), Owners must first obtain additional approval from the Board of Public Works.
5. The terms of this Resolution shall be in effect upon execution of this document by Owners and acknowledgment by Owners that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
6. Owners understand and agree that if the City or public utility needs to work in said area for any reason, and the encroachment needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owners, and the City shall not be responsible for any damage which may occur to the encroachment by City's workers or contractors, or by those of a public utility. Owners shall not be compensated for any expense which they may incur.
7. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvement interferes with the planned public improvements, then Owners shall remove any materials or other installations, included within the encroachment upon notification by the City, without compensation by the City.
8. In the event the Owners sell the Property during the term of this authorization, this authorization shall continue under the original conditions and be binding on their successors and assigns. However, if Owners' successors and assigns wish to change the encroachment in any way, Owners' successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment prior to any change being made.
9. In consideration for the use of the property, Owners, for themselves, their officers, directors, agents, employees, members, successors and assigns, do hereby acknowledge and agree to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages,

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

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owners; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
11. This Resolution shall run with the land and shall bind the Owners and their successors and assigns. Joan Foor White and David White expressly consent to the provisions of this Resolution on their own behalf and on behalf of their successors and assigns.
12. Joan Foor White and David White, as Owners of the Property, agree by signing that they have full power by proper action to enter into this agreement and have authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2020-52 this _____ day of _____, 2020.

Kyla Cox Deckard

Beth H. Hollingsworth

Dana Palazzo

EXECUTED AND DELIVERED in my presence:

Witness' Signature

Witness' Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE)

SS:

Before me, a Notary Public in and for said County and State, personally appeared Kyla Cox Deckard, Beth H. Hollingsworth, and Dana Palazzo, of the City of Bloomington Board of Public Works, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2020.

Notary Public Printed Name

Notary Public Signature

Resident of _____ County

My Commission Expires: _____

Commission #: _____

STATE OF INDIANA)
)
COUNTY OF MONROE)

SS:

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by the Board of Public Works in the foregoing subscribing witness' presence.

WITNESS, my hand and notarial seal this _____ day of _____, 2020.

Notary Public Printed Name

Notary Public Signature

Resident of _____ County

My Commission Expires: _____

Commission #: _____

IN WITNESS WHEREOF, Joan Foor White and David White have executed this Resolution 2020-52 this _____ day of _____, 2020.

Joan Foor White, Property Owner

David White, Property Owner

EXECUTED AND DELIVERED in my presence:

Witness' Signature

Witness' Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Joan Foor White and David White, Owners of the Property, who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2020.

Notary Public Printed Name

Notary Public Signature

Resident of _____ County

My Commission Expires: _____

Commission #: _____

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____, being known or proved to me to be the person whose name is subscribed as a witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Joan Foor White and David White in the foregoing subscribing witness' presence.

WITNESS, my hand and notarial seal this _____ day of _____, 2020.

Notary Public Printed Name

Notary Public Signature

Resident of _____ County

My Commission Expires: _____

Commission #: _____

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

This instrument was prepared by Jacquelyn Moore, Attorney at Law
City of Bloomington Legal Department, P.O. Box 100, Bloomington, Indiana 47402-0100.



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with The Etica Group, Inc. for the Guardrail Maintenance PHII Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 10/13/2020

Report: This project will repair, replace or install critical sections of guardrail throughout the City. Through an RFI completed last month, The Etica Group was selected to design this project from the City's on-call engineering consultant list due to their familiarity and expertise with this type of project. Their work will continue on from the guardrail assessment and replacement that was completed earlier this year. The total contract amount for Professional Engineering services in this phase will be \$107,948. Construction of this project is anticipated in the spring of 2022 and will be partially funded with Federal HSIP funds.

- Design Complete 08/04/2021
- Letting 10/14/2021
- Construction Spring 2022

Recommendation and Supporting Justification: Staff has reviewed the contract and is recommending approval.

Recommend **Approval** **Denial by:** *Roy Aten*



Corporate Office
7172 N. Keystone Ave. Ste. G
Indianapolis, IN 46240
317.466.9520
www.eticagroup.com
Certified WBE | DBE

October 5, 2020

Roy Aten
Senior Project Manager
City of Bloomington Planning and Transportation Department
401 N. Morton Street
Bloomington, IN 47402

**Re.: Preliminary Engineering Services – Des. No. 1900404
Guardrails, Various Locations Throughout the City**

Dear Mr. Aten:

Etica Group, Inc. is pleased to submit the enclosed LPA Consulting Contract to perform engineering services relating to the guardrail replacement projects throughout the City of Bloomington. The following work elements are included in our proposal:

- Topographic survey
- Guardrail Design and Plan Preparation
- Environmental Documentation
- Utility Coordination
- Construction Phase Services

Our proposed fees are itemized below and assume a total of 30 sites for guardrail replacement. We understand that the effort required to comply with federal guidelines can be substantial. We have prepared our fee with this in mind and have made every effort to minimize the costs to the City of Bloomington. The following are highlights of how we worked to minimize fees for this project:

- We contacted the INDOT PM immediately upon project kick off to discuss if this project could be classified as a systematic replacement project (no survey would be required, and the environmental document could be a Programmatic Categorical Exclusion (PCE)). Since many of the locations involve extending the guardrail length where none currently exists, that exceeds the threshold of a systematic replacement, and thus full survey in those areas is required, as well as environmental documentation.
- Fee for Topographic Survey only includes the areas for guardrail extension

- Fee for Environmental Documentation shall be hourly, in the event the District will consider a PCE upon early coordination.
- Streamlined utility coordination to coordinate all proposed sites with the utility contact at the same time.
- Utilized lower classification rates where feasible.

Fee Summary		
Task Description	Total Fee	Average Fee per Site
<i>Design Services</i>		
Topographic Survey (lump sum)	\$ 30,879.00	\$ 1,029.30
Roadway Design & Plan Preparation (lump sum)	\$ 48,300.00	\$ 1,610.00
Environmental Documentation (hourly NTE)	\$ 12,969.00	\$ 432.30
Utility Coordination (hourly NTE)	\$ 10,800.00	\$ 360.00
Construction Phase Services (hourly NTE)	\$ 5,000.00	\$ 166.67
Total	\$ 107,948.00	\$ 3,598.27

The above summarizes the total fee for Preliminary Engineering, along with an approximate breakdown of the cost per site. The number of site locations coupled with the survey, environmental, and plan development requirements are the driving factors in the fee for preliminary engineering.

We appreciate this opportunity extended by you and your staff and look forward to providing the highest quality of professional services to the City of Bloomington. Please do not hesitate to reach out to me at any time.

Respectfully Submitted,



Nicky Kalck
Transportation Engineering Department Manager

Enclosures

cc: file

LPA - CONSULTING CONTRACT

This Contract ("this Contract") is made and entered into effective as of _____, 2020 ("Effective Date") by and between the City of Bloomington, acting by and through its proper officials ("LOCAL PUBLIC AGENCY" or "LPA"), and Etica Group, Inc. ("the CONSULTANT"), a corporation/limited liability company organized under the laws of the State of Indiana].

Des. No.: 1900404

Project Description: Guardrails, Various Locations Throughout the City

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be November 18, 2022. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 107,948.00.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.

B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.

- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information.

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

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

II. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Roy Aten,
City of Bloomington
401 N. Morton Street, Suite #130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Jessica Nickloy
Etica Group, Inc.
7172 N. Keystone Ave, Suite G
Indianapolis, IN 46240

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

24. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract and attachments, (2) RFP document, (3) the CONSULTANT's response to the RFP document, and (4) attachments prepared by the CONSULTANT. All of the foregoing are incorporated fully by reference.
25. **Ownership of Documents and Materials.** All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the CONSULTANT prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the CONSULTANT assigns and transfers any ownership claim to the LPA and all such materials ("Work Product") will be the property of the LPA. The CONSULTANT agrees to execute and deliver such assignments or other documents as may be requested by the LPA. Use of these materials, other than related to contract performance by the CONSULTANT, without the LPA's prior written consent, is prohibited. During the performance of this Contract, the CONSULTANT shall be responsible for any loss of or damage to any of the Work Product developed for or supplied by INDOT and used to develop or assist in the Services provided herein while any such Work Product is in the possession or control of the CONSULTANT. Any loss or damage thereto shall be restored at the CONSULTANT's expense. The CONSULTANT shall provide the LPA full, immediate, and unrestricted access to the Work Product during the term of this Contract. The CONSULTANT represents, to the best of its knowledge and belief after diligent inquiry and other than as disclosed in writing prior to or contemporaneously with the execution of this Contract by the CONSULTANT, that the Work Product does not infringe upon or misappropriate the intellectual property or other rights of any third party. The CONSULTANT shall not be liable for the use of its deliverables described in Appendix "A" on other projects without the express written consent of the CONSULTANT or as provided in Appendix "A". The LPA acknowledges that it has no claims to any copyrights not transferred to INDOT under this paragraph.
26. **Payments.** All payments shall be made in arrears and in conformance with the LPA's fiscal policies and procedures.
27. **Penalties, Interest and Attorney's Fees.** The LPA will in good faith perform its required obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law in part, IC 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

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

35. **Termination for Default.**

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

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

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Non-Collusion.

The undersigned attests, subject to the penalties for perjury, that he/she is the CONSULTANT, or that he/she is the properly authorized representative, agent, member or officer of the CONSULTANT, that he/she has not, nor has any other member, employee, representative, agent or officer of the CONSULTANT, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC §4-2-6-1, has a financial interest in the Contract, the Party attests to compliance with the disclosure requirements in IC §4-2-6-10.5.**

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

CONSULTANT
Etica Group, Inc.
7172 N. Keystone Ave. Ste. G
Indianapolis, IN 46240

LOCAL PUBLIC AGENCY
City of Bloomington
401 N. Morton Street
Bloomington, IN 47404

Signature

Signature
Kyla Cox Deckard, President

(Print or type name and title)

Signature
Beth H. Hollingsworth, Vice President

Signature
Dana Palazzo, Secretary

Attest:

Attest:

Signature
(Print or type name and title)

Signature
Philippa M. Guthrie, Corporation Counsel

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

In fulfillment of this Contract, the CONSULTANT shall comply with the requirements of the appropriate regulations and requirements of the Indiana Department of Transportation and Federal Highway Administration.

The CONSULTANT shall be responsible for performing the following activities:

Task 1 Environmental Document Preparation

Task 2 Topographic Survey Data Collection

Task 3 Guardrail Plan Development

Task 4 Utility Coordination Services

Task 5 Construction Phase Services

Task 1 Environmental Document Preparation

The CONSULTANT shall perform Environmental Services as defined in "Appendix A-1".

Task 2 Topographic Survey Data Collection

Land Surveying Limits:

The survey limits that this scope of services and fee justifications are based upon are per the engineering guardrail reports and location maps.

The survey limits consist of 18 guardrail locations with a maximum of guardrail lengths to be surveyed at 7200 linear total feet for the project. While performing the work it is determined that the number of guardrail locates or linear feet of guardrail being surveyed has reach the maximum allotment as outlined in this scope, CONSULTANT has the right to stop work and request a supplemental for all additional and remaining guardrail to be surveyed prior to continuing work on the project.

The survey corridor limits per each guardrail location is as follow:

- Left side extents (roadway side) of Guardrail Limits: **Edge of pavement or curb line adjacent to the guardrail.**
- Right side extents (yard / non roadway side) Guardrail Limits: **10 feet past the guardrail as slope dictates due to safety.**

Survey limits exclude any bridge detailing or watercourse cross-sections. Also, if the adjacent slopes are too steep to traverse down, then the furthest survey location will be measured within the 10 feet as allowed within safety.

Digital Topography Survey (Topographic Data Collection):

CONSULTANT will complete and furnish a Topographic Survey of the survey limits as outlined in this scope to the client. Spot elevations not exceeding a 50-foot grid interval will be surveyed together with creating contours lines at one (1) foot intervals. Indiana 811 will be contacted, and evidence of underground utilities and overhead utilities will be depicted on said surveys. In wooded areas, individual trees will not be located or identified, but the wood lines will be surveyed and delineated in the survey data collected.

The horizontal and vertical accuracy of the topographic survey shall meet National Mapping Accuracy Standards and/or the INDOT's design manual. Control points will be set on or near each site and established via either published benchmarks or GPS observations using INDOT INCORS Network. No benchmarks will be set on or near the site. The horizontal coordinate system for the survey will be established in the InGCS coordinate system and the vertical datum will be established in NAVD 88. The topographic survey will be processed and drafted in AutoCAD Civil3D 2020 format. Please note that this scope of service does not include a hard copy topographic survey. Sheets with borders, title blocks etc. is NOT part of this fee or submittal. The topographic survey will be delivered in electronic format only, using CAD.

Survey control will be established via GPS with no check-ins or calibrations. Survey control will be set onsite at time of the topographic survey with a minimum of two control points set per guardrail location. GPS elevations will be utilized as the vertical control for this project.

Also, a survey book will be prepared in accordance with INDOT standards upon completion of the Topographic Survey and delivered in PDF format.

Please be aware that our scope of services does not include offsite topography for additional utility, drainage, or sewer installation. If such data is needed, additional offsite topography can be provided for an additional agreed upon supplemental fee.

Location Control Route Survey (Excluded):

CONSULTANT will NOT complete and furnish a Location Control Route Survey (route survey) for this project per the survey limits as outlined previously in this scope. This item is excluded from these scopes of services.

Survey Scope Details, Assumptions & Exclusions:

- a) The Land Surveying scopes and fees have been based on preparing the survey prior to any construction, alterations, land sell-offs, etc.
- b) No boundary or survey line analysis will be performed for this survey. This survey does not constitute a retracement or original boundary survey, location control route survey (LCRS or route survey), or ALTA/NSPS Land Title Survey.
- c) Title work or Title and Encumbrance Reports (T&E Reports) will not be provided or reviewed for this survey.
- d) Coordination of acquiring access to restricted areas as located along or within the survey area is excluded from this survey scope.
- e) This scope excludes any work within railroad right-of-way and excludes any permitting and coordination requirements with the railroad company. It is assumed no work will take place within the existing railroad corridor.
- f) Onsite field checks of the survey after final topographic survey is drafting and prior to submittal will NOT be performed. This task is excluded from this scope.
- g) Collect general topography data within the specified survey limits as described within this scope document / fee justification, including all observed utilities, sanitary, and storm structures (if any). Only visible horizontal locations of any utilities will be shown. See attached aerial map for the limits of survey if provided.
- h) Process field data and QA / QC before importation into CAD.
- i) Plotting and drafting the Topographic Survey using AutoCAD Civil3D 2020 platform.
- j) Prepare a survey book meeting the INDOT design manual and submitted in PDF format.
- k) No bridge detailing, ordinate sketches, or bridge measurements will be performed for this survey. This task is excluded from this scope and fee.
- l) The topographic survey data will be delivered in digital format only. A hard copy signed topographic survey is not included in the scope of services and is not part of the final survey deliverables.
- m) This scope excludes notifying any property owners along the survey limits. It is assumed all survey work is being performed within the right-of-way.
- n) GPS field observations using the INDOT INCORS Network will be used to determine and establish the vertical datum for the survey site.
- o) The vertical control will be established in NAVD 88.

- p) No onsite level circuit will per performed for this survey and the GPS field observed established elevations will be utilized for the control elevations.
- q) No aerial surveying or data collection will be performed.
- r) No legal drains are located within the survey limits.
- s) Detail all storm and sanitary structures located within the survey limits including inverts and pipe sizes. This fee is based on a maximum of 16 structures total. This fee does not include structures considered confined space entry. If more than the above listed sewer structures are located within the survey limits, CONSULTANT reserves the right to modify the fee accordingly to accommodate the additional sewer detailing.
- t) Submit requests to have utilities marked through Indiana 811. Provide client with names of utilities as provided by Indiana 811. CONSULTANT can't guarantee the accuracy of the marked utilities. The utilities will be marked for the horizontal location only. The depth, size, or any other features will not be noted. CONSULTANT cannot guarantee that utility companies will visit the site and mark the utilities, and therefor CONSULTANT will not be held responsible for any lack of information this might result in. Only one 811 request will be performed per guardrail location. No additional follow-up requests or site visits will be performed for this project.
- u) Private utility locates will NOT be contacted or used to determine onsite domestic utilities. If such data is needed, CONSULTANT will work with the client in obtaining a utility locate company and field locate the onsite domestic utilities for an additional agreed upon supplemental fee.
- v) Land descriptions and exhibits for land take-downs, right of ways, offsite easements etc. are not included in our scope of services, but can be provided if requested for an additional agreed upon fee.
- w) This scope of services excludes all meeting, permits, paperwork, etc. for zoning variances and plat approvals and assumes these will be administered and completed through the client and/or their representative and not through CONSULTANT.
- x) This scope of services excludes any primary plats, construction plans, engineering reports, topographic surveys, permitting, etc. that may be required or needed to get secondary plat approval. If these items are needed, then CONSULTANT can provide these for an additional agreed upon fee and a new proposal can be prepared at that time.
- y) Per review of onsite aerials, this area appears to be subject to flooding. If the watercourse floodwaters overtop their banks resulting in any flooding across any portion of the survey limits, CONSULTANT has the right to stop work due to survey accuracy standards and more importantly, safety concerns. If this occurrence happens, this will result in delays in the schedules and add additional survey trips to the site, in which CONSULTANT shall be reimbursed and the fee adjusted to accommodate these field condition changes.
- z) The survey scope has been prepared with the objective of using traditional radial surveying techniques using robotic total stations to measure and collect the onsite survey data. If during field operations for the survey it is determined that the site conditions (i.e. steepness of the slopes and grades of the survey area, site conditions, traffic, flooding, highwater, etc.) are unsafe to walk and survey across, other untraditional survey methods may be necessary for this job not outlined in this scope. If this case arises, CONSULTANT has the right to review and amend this scope and fee accordingly.

Due to safety concerns involving the roadway and traffic, along with the wooded conditions of the survey, CONSULTANT has the option of performing the work with three (3) crews onsite during the duration of the project.

Task 3 Guardrail Design & Plan Development

The CONSULTANT shall prepare preliminary plans, and preliminary estimates of cost, which shall 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' "A Policy on Geometric Design of Highways and Streets"; American Railway Engineering Association's "Manual for Railway Engineering"; Indiana Department of Transportation's Standard Specifications; Manual on Uniform Traffic Control Devices; Road, Bridge and Traffic memoranda and INDOT Design Manuals, except as modified by supplemental specifications and special provisions.

Following approval of the Environmental Document, the CONSULTANT shall complete the final design and prepare contract plans, special provisions for the specifications and final cost estimates for the construction of the project.

The cost estimate and unit prices for construction shall be prepared according to INDOT's current practices and shall include all items of work required for the complete construction of the work, including temporary work.

The responsible registered professional engineer shall affix his/her seal to all plans, specifications and reports.

The CONSULTANT shall review the contract bid package and coordinate necessary corrections with the Contracts Administration Division.

Assumptions and Exclusions:

1. Attend project kick off meeting with Owner, if requested.
2. Guardrail Replacement Plans will be prepared for up to 30 site locations. If additional sites are added to the scope of work those services can be provided for an additional fee
3. Scope assumes that no Public Hearing will be required.
4. No permitting is included in the scope of work.
5. No geotechnical investigations are included in this scope of work.
6. No landscaping, lighting, signing, pavement markings, maintenance of traffic or erosion control plans are included in this scope of work.

Deliverables:

The CONSULTANT shall submit deliverables to INDOT in accordance with the Indiana Design Manual and Appendix C – Schedule.

Task 4 Utility Coordination Services

The CONSULTANT shall perform utility coordination with all utilities potentially affected by the proposed work listed on Indiana 811 (preliminary review indicates 12 utilities in the project areas). Utility Coordination includes the following:

1. Utility Contact List
2. Initial Notification of Improvements
3. Verification of Existing Utilities
4. Conflict Review Analysis
5. Work Plan Request and Review
6. Utility Coordination Certification and Recurring Special Provision

It is assumed for this project that there will be no utility relocations. If a utility appears to be in conflict CONSULTANT will notify LPA and design will either avoid the utility or the location will be eliminated from the project scope.

Assumptions and Exclusions:

1. No inspection is included in this utility coordinationscope.
2. Post bid utility coordination is not included in this scope of work.
3. It is assumed that there will be no utility relocations necessary. Any utility relocations may require a supplemental fee.

Deliverables:

CONSULTANT will coordinate all utility work plans with facility owners and City of Bloomington. CONSULTANT will provide the written content for all executed work plans, coordination documentation (communication log and official utility correspondence letters), Utility Coordination Certification & Recurring Special Provision as required for the project.

Task 5 Construction Phase Services

Following the award of the construction Contract, the CONSULTANT shall be responsible for attending the pre-construction meeting. During construction, the CONSULTANT shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the CONSULTANT's plans. All such inquiries shall be made only by persons designated by LPA to interpret the plans and Contract documents for the benefit of the contractors and subcontractors performing the work. The CONSULTANT shall not be required to respond to inquiries by persons other than LPA's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.

The CONSULTANT shall review all shop drawings as described in IDM 14-1.02(09).



October 5, 2020

Ms. Nicole Kalck, PE
Etica Group
11441 Overlook Drive
Fishers, IN 46038

**RE: CATEGORICAL EXCLUSION ENVIRONMENTAL DOCUMENTATION
GUARDRAIL REPLACEMENT AND EXTENSION
UP TO 30 LOCATIONS/VARIOUS LOCATIONS
BLOOMINGTON, MONROE COUNTY, INDIANA
DES. NO. 1900404**

Dear Ms. Kalck:

Metric Environmental, LLC (Metric) is pleased to submit our fee proposal to Etica Group to prepare and submit the environmental documentation for the above-listed project.

INTRODUCTION

It is our understanding the proposed project involves the removal and replacement of guardrail and extending the guardrail at up to 30 non-contiguous locations within the City of Bloomington, Monroe County, Indiana. The new guardrail will be placed within previously disturbed soils and within existing right-of-way.

SCOPE OF WORK

The proposed Scope of Work is to prepare the necessary Categorical Exclusion (CE) environmental documentation required under the National Environmental Policy Act (NEPA) and associated Federal Highway Administration (FHWA) and Indiana Department of Transportation (INDOT) requirements.

Metric will require the following documents prior to commencing the Scope of Work:

- Preliminary Project Design Plans
- Engineers Report

A summary of the scope of work is provided below:

Red Flag Investigation

A Red Flag Investigation (RFI) will be conducted within one-half mile of the 30 project locations to determine if there are potential areas of concern utilizing the INDOT Site Assessment & Management (SAM) *2020 Red Flag Investigation Template - Guidance for LPA Projects*. The RFI will be submitted to INDOT SAM for their review and concurrence and included in the CE document.

Site Visit

The team will conduct a site visit to visually inspect the project area and take photographs.

Early Coordination

Initial project information will be gathered and summarized in an Early Coordination packet that will be distributed to the appropriate agencies as required by NEPA and the current *INDOT Categorical Exclusion Manual*. The packet will include project details and exhibits.

Informal Consultation for Bats

Metric will request INDOT Seymour District review of the United States Fish and Wildlife Service (USFWS) database for Indiana bat and Northern long-eared bat roosting, hibernacula, and capture sites to determine if there are documented sites within 0.5-mile of the project area. Metric will complete Range-Wide Programmatic Informal Consultation for Indiana Bat and Northern Long-eared Bat according to the *User's Guide for Range-Wide Programmatic Consultation for Indiana Bat and Northern Long-eared Bat* and *Using the USFWS's Information for Planning and Consultation (IPaC) System for Listed Bat Consultation for INDOT Projects*. Metric will use the IPaC website to generate an official species list and will again utilize the IPaC website and coordinate with INDOT Seymour District to obtain a consistency letter and concurrence verification letter. A finding that the project requires formal consultation will necessitate an addendum to this proposal.

Section 106 Cultural Resources

Minor Projects Programmatic Agreement (MPPA) – The project does not contain and is not adjacent to any eligible or potentially eligible for the National Register of Historic Places (NRHP) resources, therefore, it appears this project will fall under the Programmatic Agreement (PA) among the FHWA, the INDOT, the Advisory Council on Historic Preservation (ACHP), and the Indiana State Historic Preservation Officer (Indiana SHPO) regarding the implementation of the Federal Aid Highway Program in the State of Indiana (MPPA). It is assumed that the project will take place within existing right-of-way and previously disturbed soils and no Archaeological Phase Ia survey will be required. This project will fall under Category A-6 of the MPPA: Repair, replacement, or upgrade of existing safety appurtenances such as guardrails, barriers, glare screens, and crash attenuators in previously disturbed soils.

Categorical Exclusion / Environmental Documentation

The CE document includes gathering and documenting information applicable to the scope of the project and the resulting impacts to the natural and man-made environment.

This scope includes documentation and completion of up to a CE Level 1 Document which would be reviewed and approved by INDOT Environmental Services. If it is determined that this project will fall under a Programmatic Categorical Exclusion, the scope and fee will be reduced accordingly. The draft CE document will be submitted to the INDOT Seymour District and INDOT Environmental Services for their review and approval.

Metric will distribute the approved environmental document as outlined in the current *INDOT CE Preparation Manual* and will provide Etica and INDOT a spreadsheet containing the commitments to the project resulting from the NEPA process.

ASSUMPTIONS

- Etica Group will provide plans with proposed project limits, existing and proposed alignments (with right-of-way shown) and maintenance of traffic diagrams.
- Design Plans and Survey Information will be provided to Metric in AutoCAD or MicroStation format by others. Metric shall provide PDFs as their deliverable for plan sheets.
- Metric will require the Environmental Survey Limits prior to commencing the field reconnaissance.
- No Relocations of people or businesses is planned during this project.
- The project will take place within previously disturbed soils and no Section 106 services will be required.
- No permanent and/or temporary right-of-way will be required.
- No added through lanes are proposed for this project.
- No permanent traffic pattern alterations are proposed for this project.
- The schedule will not be adversely impacted by inclement weather.
- Based on the proposed project recommendations, described in the Introduction, it is assumed a CE Level 1 will be appropriate for this project.
- One site visit is included.
- A finding formal consultation for bats will necessitate an addendum to this proposal.

SCHEDULE

The project will be completed in accordance with the following schedule. This schedule is based on receiving prompt review and approvals from the INDOT-CRO, SHPO, INDOT Ecology and Waterway Permitting Office, IDNR, IDEM, USACE, and INDOT Environmental Services, as applicable:

<u>ACTIVITY</u>	<u>DURATION FROM RECEIPT OF NOTICE TO PROCEED AND PROJECT INFORMATION</u>
Red Flag Investigation	10-100 Days
Environmental Site Visit	10-30 Days
Early Coordination	10-40 Days
CE Document Submitted (Draft)	10 Days after RFI approved
CE Documentation (Final)	Approximately 140-160 Days

EXCLUSIONS

Services which would be subject to a contract addendum include:

- CE Exceeding Level 1
- Waters Determination/Delineation
- Waters, Wetlands, and/or Stream Mitigation, including a monitoring plan
- Hydraulic Modeling
- Any documentation regarding a Section 4(f) or 6(f) use

- Any Section 106 Services
- Coordination and/or documentation regarding a "Likely to Adversely Affect" an endangered or threatened species
- Coordination and/or documentation Floodplain Impacts Category 3,4, or 5
- Detailed assessment of a sole source aquifer
- Coordination and/or documentation regarding karst investigations
- Noise analysis
- Coordination and/or documentation regarding a "significant impact" to Prime Farmland
- Hot Spot Analysis
- Mobile Source Air Toxics Analysis
- Public Meeting or Public Hearing
- Phase I Environmental Site Assessment
- Phase II Subsurface Investigations
- Rule 5 Permit
- Construction in a Floodway Permit
- 401/404 Individual Permit
- More than 2 site visits

FEE

Metric proposes to complete a Level 1 CE document for a not-to-exceed fee of \$12,969.00.

CE-1 With RFI, EC, IPaC, and Site Visit	\$12,969.00
Total	\$12,969.00

If you have any questions regarding this proposal, please do not hesitate to contact me. Thank you for the opportunity to submit this proposal, and we look forward to working with you.

METRIC ENVIRONMENTAL, LLC



Susan K. Castle
Senior Consultant



Luella Beth Hillen
Director NEPA Services

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract
2. Aerial Survey information (if available)

APPENDIX "C"

SCHEDULE:

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

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

Preliminary Plan Submission to City	1/15/2021
Stage 3 Submittal to INDOT	5/21/2021
Final Tracings Submittal to INDOT	7/5/2021
Anticipated Ready for Contracts	8/4/2021

APPENDIX "D"COMPENSATION:

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$107,948 (Section 2 - \$79,179; Section 3 - \$28,769.00).
2. The CONSULTANT will be paid for the services described in Tasks 2 and 3 of Appendix "A" on a lump sum basis in accordance with the following fee schedule:

a. Topographic Survey	\$ 30,879.00
b. Guardrail Plans	\$ 48,300.00

For each item the CONSULTANT will be paid based on the percentage of work performed. The CONSULTANT shall show computation of the completion percentage of each item. If a portion of work is completed for an item then the CONSULTANT shall bill only for that work completed.

3. The CONSULTANT will be paid for the services described in Tasks 1, 4 and 5 of Appendix "A" on the basis of the actual hours of work performed by essential personnel. The maximum for Task 1 Environmental Document Preparation shall not exceed \$12,969.00, the maximum for Task 4 Utility Coordination Services shall not exceed \$10,800.00 and the maximum for Task 5 Construction Phase Services shall not exceed \$5,000.00, all in accordance with the INDOT approved unit rates.

APPENDIX "D-1"



200180 Bloomington Guardrail Improvements
Guardrail Design Fee
9/21/2020

Prepared: NCK
Checked: KLM
Client:
Bloomington

Tasks	Etica Group, Inc. (WBE)					TOTALS
	Clerical	Sr. Project Manager	Sr. Project Engineer	Project Engineer	CAD Technician	
	\$ 76.50	\$ 156.52	\$ 119.05	\$ 100.20	\$ 77.76	
Site Visits	Task Total					\$ 1,600.00
Initial Project Site Visit	0	10	0	0	0	10
Project Administration & Meetings	Task Total					\$ 2,900.00
Project Management	0	12	0	0	0	12
On-Site Project Meetings (PFC)	0	6	0	0	0	6
Preliminary Plans (30 site locations)	Task Total					\$ 25,100.00
Preliminary Plan sheets	0	0	30	0	180	210
Design Calculations	0	0	12	90	0	102
Quantities & Cost Estimate	0	0	8	20	0	28
Stage 3 Plans (30 site locations)	Task Total					\$ 6,100.00
Final Plan sheets	0	0	15	0	60	75
Final Quantities and Cost Estimate	0	0	4	8	0	12
Special Provisions	0	0	2	6	0	8
Stage 3 Submittal Package to INDOT	0	0	8	0	0	8
Final Tracings (30 site locations)	Task Total					\$ 700.00
Final Plan revisions from Stage 3	0	0	8	0	8	16
Special Provisions	0	0	2	0	0	2
Final Quantities and Cost Estimate	0	0	4	0	0	4
Final Tracing Submittal Package to INDOT	0	0	8	0	0	8
TOTAL MANHOURS	0	28	101	124	248	501
HOURLY RATE		\$ 156.52	\$ 119.05	\$ 100.20	\$ 77.76	
TOTAL LABOR AMOUNT		\$ 4,382.56	\$12,024.05	\$12,424.80	\$ 19,284.48	\$ 48,116
REIMBURSABLES						
Mileage	264	Miles	\$ 0.38	per Mile	\$	100
Printing, Reproductions, etc.						\$ 100
TOTAL DESIGN FEE (ROUNDED)						\$ 48,300



**200180 Bloomington Guardrail Improvements
Utility Coordination Fee
9/21/2020**

Prepared: CMM
Checked: NCK
Client:
Bloomington

Tasks	Etica Group, Inc. (WBE)					Task Total	TOTALS
	Clerical	Sr. Project Manager	Sr. Project Engineer	Project Engineer	Utility Coordinator		
	\$ 76.50	\$ 156.52	\$ 119.05	\$ 100.20	\$ 128.00		
Site Visits							
Project Site Visit	0	0	0	0	0	0	0
Project Administration & Meetings							
Project Management	0	0	0	0	12	12	12
On-Site Project Meetings	0	0	0	0	0	0	0
Design Team Meetings	0	0	0	0	0	0	0
Utility Coordination Services							
Regular Coordination with Designer over Project Duration	0	0	6	0	12	18	18
Initial Notification of Improvements	0	0	1	0	13	14	14
Verification of Existing Utilities	0	0	1	0	4	5	5
Conflict Review and Analysis	0	0	4	0	12	16	16
Work Plan Request, Review and Submission	0	0	2	0	12	14	14
Utility Certification and Utility Coordination RSP	0	0	2	0	3	5	5
Active Field Utility Relocation Coordination	0	0	0	0	0	0	0
TOTAL MANHOURS	0	0	16	0	68	84	84
HOURLY RATE			\$ 119.05		\$ 128.00		
TOTAL LABOR AMOUNT			\$1,904.80		\$ 8,704.00	\$ 10,609	
REIMBURSABLES							
Mileage		264	Miles	\$ 0.38	per Mile	\$ 100	
Printing, Reproductions, etc.						\$ 100	
TOTAL UTILITY COORD FEE (ROUNDED)							\$ 10,800



**200180 Bloomington Cuardrail Improvements
Topographic Survey
10/2/2020**

Client: City of Bloomington
 Project: Bloomington Guardrial Improvements
 Des.
 Date: 9/23/2020

Prepared by: NMS
 Checked by:
 Etica No.: 200180

Topographic Survey:								
Task	Task Budget	Sr. Project Manager	Project Manager	Project Surveyor	CAD Services	Lead Crew Chief	Crew Chief	Title Researcher
Prepare survey notices (excluded)	\$0							
Field Pack-Field Operations, Scheduling and Coordination	\$1,242	1	2	3	2	2	2	
Establishing Control	\$4,518		1	4	16	30		
Utility locate (+2nd Notice) requests & field locations	\$732			1	8			
Data Collection for Topographic Survey	\$9,867		1			54	54	
Sanitary, Storm Sewer & Pipe Details (15 structures)	\$2,023		1	2	3	8	8	
Data Processing & Q/A	\$1,656			15				
CAD / Drafting	\$4,387			1	55			
Q/C, Field Check, Review	\$2,271		4	16				
Submittal Files	\$408		2		2			
Prepare Survey Book & Certification	\$658		1	2	4			
Project Administration and Coordination	\$773	1	5					
Total Hours	311	2	17	44	90	94	64	0
Hourly Rate		\$141.87	\$126.20	\$110.38	\$77.76	\$90.19	\$90.19	\$90.64
Labor Total	\$28,534	\$284	\$2,145	\$4,857	\$6,998	\$8,478	\$5,772	\$0
Estimated Direct Expenses & Unit Pricing								
Item	Task Budget	Quantity	Unit	Cost/Unit	Total Cost			
Mileage includes one additional trip to county recorder's office for	\$273	700	Mile	\$0.39	273.00			
Lodging Expense https://www.in.gov/idoa/2459.htm	\$1,552	16	Per Night	\$97.00	1,552.00			
Per Diem Reimbursable	\$520	20	Per Day	\$26.00	520.00			
Expense Total	\$2,345							
TOTAL FEE	\$30,879							

MANHOUR JUSTIFICATIONS



Environmental Services - Guardrail Installation
 30 non-contiguous locations, Bloomington, Monroe County, Indiana
 INDOT Des. No. 1900404
 10/5/2020

TASK	Estimated Hours and Category Rates								Total
	Sr. Scientist	Sr. Consultant 2	Sr. Consultant 1	PM 2	PM 1	Env Scientist 2	Env Scientist 1	Expenses	
	\$ 163.98	\$ 141.65	\$ 119.42	\$ 104.20	\$ 100.66	\$ 90.25	\$ 67.85		
CE-1	2	16	0	0	80	24	0		\$ 12,969.16
CE-1, RFI, Agency Early Coordination, Informal Consultation for Bats, Exhibits	2	16			64	24			\$ 11,202.60
Two Site Visits					16				\$ 1,610.56
Expenses - Mileage (2 trips x 200 miles x \$0.39)								\$ 156.00	\$ 156.00
Total	2	16	0	0	80	24	0		\$ 12,969.16

Metric Job Number 20-190
 Rates: 2020 FAR LPA (eff. 9/15/20)

Use \$12,969.00



Board of Public Works Staff Report

Project/Event: Approve Addendum #3 with Aztec Engineering Group, Inc. for B-Line Extension Project
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Roy Aten
Date: 10/13/2020

Report: This project will install a new multi-use path from the B-line western terminus at North Adams Street to West 17th Street. Aztec Engineering was selected to design this project and awarded a contract on December 12th, 2017. This addendum will add additional design services, additional environmental services, revised right-of-way acquisition services, and utility potholing to the contract for an additional amount of \$180,900.00. After approval of this addendum the final cost of the design contract will be \$883,699.00. Funding for the addendum will be provided through the consolidated TIF and subject to RDC approval.

Recommendation and Supporting Justification: Staff has reviewed the addendum and is recommending approval with the following condition.

- (1) The notice to proceed for addendum #3 shall not be issued until funding is approved through the Bloomington Redevelopment Commission.

Recommend **Approval** **Denial by:** *Roy Aten*



320 W. 8th Street, Ste. 100
Bloomington, IN 47404
Ph.: 812.717.2555

Mr. Roy Aten
Senior Project Manager
City of Bloomington Planning and Transportation Dept.
401 N. Morton Street, Suite 130
Bloomington, IN 47404

October 2, 2020

Re: B-Line Extension and Multiuse Path (Des # 1700735) – Request for Contract Addendum #3

Attached is a draft request for Addendum #03 to the design contract for the B-Line for your review and comment. I have included a summary below from original contract to this request for a third modification to the contract:

1. *Original contract* – The City asked us to put together a fee estimate to encumber funds at the end of 2017. This was considered the partial scope of services needed and was approved in the amount of \$130,308.
2. *Addendum #01* – The first addendum to the contract was approved by BPW on December 11, 2018 and included the full scope of services for design and ROW services but excluded ROW acquisition services. Also, the full scope of work for subconsultants was included. AZTEC's fee for this addendum was increased by \$396,395 to a total contract amount, including subconsultants, of \$526,703. For reference, AZTEC's initial fee estimate was \$437,131, a difference of approximately \$50,000. This proposal was reviewed but ultimately the City asked AZTEC to lower the fee estimate.
3. *Addendum #2* – The second addendum included subconsultant fees (additional survey, geotech work, environmental services) as well as ROW Acquisition Services fees. The contract amended the subconsultant from BLN, who conducts all ROW Acquisition Services in-house, to Strand, who only handles the ROW Engineering and Management. The total contract amount was increased to \$702,799. This amount did not include an increase in fees for AZTEC's design and environmental services.

Addendum #3 includes new services necessary to complete the project as well as design services and subconsultant fees occurring from requests from the City during design. These are described below:

Revisions to Path/Trail Alignment

Establishing the trail alignment led to multiple changes to the plan and profile between Fountain Drive and Adams Street, including two independent alignments, the multiuse path adjacent to Fountain Drive and the B-Line Trail extension to one contiguous alignment, causing significant changes to plan and profile sheets.

AZTEC generated multiuse path plans adjacent to the historic wall which included an 8-foot-wide path with no buffer to reduce impacts to properties on both sides of Fountain Drive. At the City's request, AZTEC added a 5-foot-wide buffer plot between the trail and proposed travel lane on Fountain Drive, which changed the roadway alignment and altered impacts to underground utilities.

Project Tie-Ins with Existing Facilities

The tie-in points located on the Union at Crescent project were particularly challenging due to the approved location of the multiuse path for the development not coinciding with the location of the proposed path for the City's project. As a result, we had to design a significant portion of the path on this property. We discovered the same issue for the property at 1920 W. Fountain Drive and have included an estimate of the additional time spent for these tie-ins.

Environmental

The Section 106 consultation required for the project's environmental approvals took more staff time than anticipated due to comments received from INDOT Cultural Resources Office (CRO), including new comments on the revised report that were not made on the initial submittal. We also modified the APE due to the fiber conduit line included in the project in the two parcels excluded from the AZTEC design. The INDOT CRO requested

additional archaeological services as a result of the fiber line and the detention pond. The historic property requires Temporary ROW and additional coordination to avoid a Section 4(f) process and *de minimus* finding. Finally, tree removal required for the detention pond lead to a “likely to adversely affect” situation for the listed bat species, which requires a Level 4 CE and INDOT Environmental Services Division and FHWA approval.

Engineering Estimates and Alternatives Evaluations at the City’s Request

AZTEC evaluated a storm water outfall alternative on 11th Street utilizing existing storm pipe. We evaluated this outfall and provided an engineer’s estimate of this alternative which the City ultimately decided not to pursue. AZTEC also provided an alternative for a bridge through/across the detention area north of the Indiana Railroad tracks between Adams Street and Fountain Drive. We provided an estimate for a bridge design and alignment alternatives which the City considered but did not adopt.

Potholing

There are underground utilities on the project that may require relocation. Potholing services are necessary to determine the depths of these utilities at conflict points. These services include potholing with a vactor truck, survey layout and shots on the utilities, and locating two private force mains within the project limits to determine if they need to be relocated as well. It is anticipated that CBU will design and complete all utility relocations in-house.

Additional ROW Services for Appraisals

Parcel 16 has one owner but includes 10 structures. The multiuse path location is approximately on top of the existing sidewalk on this parcel. Each structure requires a long form appraisal and review appraisal. The original estimate assumed only one appraisal for Parcel 16, so more appraisals are necessary.

Thank you for your consideration of AZTEC’s request to modify our design contract for the B-Line Extension and Multiuse Path. It has been our pleasure to serve as the City’s design consultant and we are looking forward to the final push to get the project to a successful bid. Please do not hesitate to contact me with any questions or clarifications.

Sincerely,



Adrian Reid, PE
Associate Vice President
AZTEC Engineering Group

1. Additional Archaeological Survey

2. AZTEC Fee Justification

ADDENDUM #3 TO AGREEMENT FOR CONSULTING SERVICES
between the
CITY OF BLOOMINGTON
and
AZTEC ENGINEERING GROUP, INC. (“Consultant”)

This Addendum #3 supplements the Agreement for Consulting Services with AZTEC Engineering Group, Inc. (“Agreement”) for the B-Line Extension and Multiuse Path project entered on December 12, 2017, as follows:

1. Scope of Services: Section VI, part 6 of the Agreement between the City of Bloomington Planning and Transportation Department through the Board of Public Works (“Board”) and the Consultant states: “The Consultant shall not commence any additional work or change the scope of the work until authorized in writing by the LPA. The CONSULTANT shall make no claim for additional compensation or time in the absence of a prior written approval and amendment executed by all signatories hereto. This contract may be amended, supplemented or modified only by a written document executed in the same manner as this Contract.” The Board and Consultant believe it is in the best interest of the project to add certain services to the Scope of Services as specified in Exhibit A to the Agreement (“Additional Services”). These Additional Services are specified in Exhibit G, which is attached to this Addendum and incorporated herein.
2. Compensation: The Additional Services are in the amount of One-Hundred Eighty Thousand Nine Hundred dollars (\$180,900.00) as specified in Exhibit G. The Additional Services increase the design cost of the Project to a total amount of Eight-Hundred Eighty-Three Thousand Six-Hundred Ninety-Nine dollars (\$883,699.00).
3. Schedule: Article 6 of the Agreement states: Consultant shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Updates to the schedule are provided in Exhibit G.
4. In all other respects, the Agreement and the Addendum shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

By: _____

Kyla Cox Deckard, President
Board of Public Works

Date: _____

By: _____

Terri Porter, Director
Dept. of Planning and Transportation

Date: _____

By: _____

Philippa M. Guthrie, Corporation Counsel

Date: _____

CONSULTANT

By:  _____

Adrian Reid, P.E.
Associate Vice President, AZTEC

Date: October 12, 2020

Exhibit G Additional Services

A. *Additional design services*

Additional services by AZTEC during the design were necessary to complete plans. Exhibits E & F included in Contract Addenda #1 and #2 included additional services that included ROW staking, supplemental survey, route plat survey, geotechnical investigation, a waters report, environmental services, revised ROW acquisition services, and additional design services. Exhibit G adds the following to the design contract:

Additional design services covering work completed under the design contract. To date, these services include

1. Establishing the final trail alignment. Formal comments received from the City changed the B-Line alignment between Adams Street and Fountain Drive.
2. Revisions to the multiuse path adjacent to the historic property and wall. AZTEC generated a multiuse path design with input from the City's PM. The design adjacent to the historic property at 2102 W. Fountain Drive included an 8-foot-wide trail with no buffer. Based on later comments from the City, AZTEC added a 5-foot-wide buffer plot between the trail and the proposed travel lane on Fountain Drive. This required changes to the roadway alignment and altered impacts to utilities.
3. Design of tie-ins at two parcels not included in the scope of services. Active project sites for two developments in the project corridor required tie-in points with the AZTEC design. The tie-in points were assumed to be at the property lines with "clean" connection points. AZTEC developed the tie-ins with both sites at various stages of completion. This effort took additional staff time to develop viable solutions in compliance with INDOT LPA standards.
4. Requests to evaluate design alternatives. At the City's request, AZTEC evaluated and generated estimates for two project components: a bridge alternative in the B-Line Extension segment of the project adjacent to the Indiana Railroad tracks and a storm sewer extension on 11th Street as alternative to the storm water outfall that continued along Fountain Drive.
5. Revisions to the project ROW were completed based on comments received from formal review comments. At the City's request, the ROW lines were altered again from a second review of the ROW plans after the plans were submitted for ROW Engineering.

The additional design services totals **\$88,200.**

B. *Additional environmental services*

Addendum #2 to the contract included environmental services for the project, adding Section 106 consultation. Addendum #2 included 60 hours for Section 106 Consultation. The staff hours needed to complete the coordination with the State Historic Preservation Office (SHPO) and INDOT Cultural Resources Office (CRO) and address their comments are more than the original estimate. This is due in large part to the historic property at 2102 W. Fountain Drive and contributing structures in the project area that required additional coordination and design to avoid a Section 4(f) process. The NEPA document is a CE-4 with a project finding of "likely to adversely affect." The environmental efforts required additional PM and design coordination and CAD time to ensure project impacts were properly assessed and conveyed to INDOT. The total additional fee is estimated at \$28,000.00.

Additional archaeological services were requested by the INDOT CRO for the fiber optic installation and detention pond area. The additional services will be conducted by AZTEC's subconsultant, Green 3, LLC and are estimated to be \$3,100.00. Design changes for the fiber optic line, water line, and detention pond area also required revisions to the Historic Properties Report.

The total of additional environmental services is **\$31,100.**

C. *Revised Right-of-Way Acquisition Services*

Addendum #2 revised contract language specific to one subconsultant to facilitate a change to the ROW team who will provide acquisition services for the contract. The team included a Title Search company, an Appraiser, a Review Appraiser, and a local Buyer managed by a prequalified subconsultant different from the one named in the contract.

Parcel 16 has one owner but 10 residential structures (including 2 duplexes). As a result, the appraisals are conducted as though there are 10 parcels and not 1 parcel. Additionally, each of the residences will have probable setback damages and require long form appraisals. Additional fees will be associated with the appraising.

Appraisals have begun but the environmental approvals have been delayed by Section 106 and 4(f) consultations. Additional fees to update appraisals and title work are included in the revised ROW Acquisition Estimate.

Addendum #3 includes administrative costs to manage the subconsultants, additional appraisal services for Parcel 16, and updates to Title Search and Appraisals. These fees were not included in Addendum #2 and are estimated to be **\$40,000**.

D. *Utility Potholing*

Utility coordination activities have resulted in for potential conflicts with project features and existing underground utilities. There are also two private force mains within the project limits and the location of these mains is unclear. Potholing services to identify utility locations and depths is needed to clarify underground conflict points and survey the utility elevations.

No potholing services have been included in the project scope. Addendum #3 includes potholing services, including locating, surveying, and traffic setups, to assist with project design and utility relocations and are estimated to be **\$21,600**.

E. *Schedule Update*

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

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

MILESTONE	ORIGINAL ESTIMATED DATE (CONTRACT)	CONTRACT UPDATE – Add.#1 (12/11/18)	CONTRACT UPDATE – Add. #2 (8/6/19)	CONTRACT UPDATE – Add. #3 (09/14/2020)
Notice to Proceed	December 15, 2017	No change	No change	No change
Early Public Outreach Meeting	February 6, 2018	Combined with 1 st Public Meeting	No change	No change
Initial Project Assessment Completion	March 8, 2018	September 28, 2018	No change	No change

Public Meeting (15% Design)	April 4, 2018	February 2019	September 2019	No Change
Stage I (30% Design) Plans	June 29, 2018	March 2019	No change	No Change
Stage II (60% Design) Plans	October 17, 2018	June 2019	August 2019	No Change
Approval of Environmental for ROW Purchase	November 16, 2018	August 2019	September 2019	March 2021
Public Meeting (80% Design)	January 22, 2019	October 2019	January 2020	March 2021
Stage III (100%) Plans	May 29, 2020	No change	No change	October 2021
Bid Opening/Award	November 2020	No change	No change	November 2021

Exhibit G

Index of Appendices

- G.1. Original Contract Fee Estimate including Addendum #02
- G.2. Addendum #3 Fee Estimate

G.1. Original Contract Fee Estimate Including Addendum #02

G.2. Addendum #03 Fee Estimate

G.2. Additional Scope/Fee Estimate for AZTEC Subconsultants

The revised subconsultant fee amounts and new subconsultants in Addenda #01 & 02 are as follows:

Subconsultant	Service	Amount
BRCJ	Survey	\$28,208.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$29,494.00
Little River Consulting	Ecological Investigation	\$6,660.00
Strand Associates	ROW Engineering	\$76,750.00 (Cost-Plus to Max.)
Green 3	Archaeological Investigation	\$4,706.00
Courtland Title Company	Title Search	\$8,950.00 (Cost-Plus to Max.)
Perry & Associates	Appraisals	\$71,180.00 (Cost-Plus to Max.)
Monroe Owen Appraisals	APAs + Review Appraisals	\$40,920.00 (Cost-Plus to Max.)
Todd Taylor	Buying, Negotiating, Closing	\$40,600.00 (Cost-Plus to Max.)
	SUBTOTAL	\$313,328.00

The revised subconsultant fee amounts and new subconsultants in Addendum #03 is as follows:

Subconsultant	Service	Amount
BRCJ	Survey	\$31,808.00
Hydrogeology, Inc.	Karst survey	\$5,860.00
Earth Exploration, Inc.	Geotechnical Investigation	\$29,494.00
Little River Consulting	Ecological Investigation	\$6,660.00
Strand Associates	ROW Engineering	\$76,750.00 (Cost-Plus to Max.)
Green 3	Archaeological Investigation	\$7,806.00
Courtland Title Company	Title Search	\$8,950.00 (Cost-Plus to Max.)
Perry & Associates	Appraisals	\$48,170.00 (Cost-Plus to Max.)
Monroe Owen Appraisals	APAs + Review Appraisals	\$83,930.00 (Cost-Plus to Max.)
Todd Taylor	Buying, Negotiating, Closing	\$40,600.00 (Cost-Plus to Max.)
<i>Snedegar Construction</i>	<i>Potholing/Locating</i>	<i>\$18,000.00</i>
	SUBTOTAL	\$358,028.00

The revised subconsultant fees in Addendum #03 add \$44,700.00 to the base contract. **Exhibit F.4.** includes support documentation from new subs and those whose estimates changed. These services are summarized on the following pages and include the following:

1. \$3,600.00 in additional topographic survey for potholing layout and surveying during potholing activities.
2. Potholing and private utility locating services by Snedegar Construction in the amount of \$18,000. Services include potholing with a vactor truck, locating two private sewer force mains, and traffic control setup.
3. Inclusion of additional Archaeological Investigation services in the amount of \$3,100.00 with written findings as required by the INDOT CRO.
4. ROW Acquisition Services for additional appraisals and review appraisals for Parcel 16. Services will be performed by Monroe-Owen Appraisals and Perry & Associates for the total amount of \$20,000. The fee includes updating appraisals and reviews as needed.

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555

Project Name: B-Line Extension Project
 City Project Number: DES#1700735
 AZTEC Project No.: INMUN1716
 Date: August 6, 2019
 Revision: 5

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	389	\$ 181.47	\$ 70,592
Senior Project Engineer	390	\$ 181.47	\$ 70,773
Project Engineer	617	\$ 155.82	\$ 96,141
Engineer/Designer	1,178	\$ 136.79	\$ 161,139
Technician/Drafter	1,361	\$ 86.14	\$ 117,237
Project Assistant/Admin.	118	\$ 61.30	\$ 7,233
Totals	4,053		\$ 523,115

Total Estimated Labor - AZTEC \$ 523,115

DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile	\$ 342
Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals	\$ 534
Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery	\$ 180
EDR Radius Report	\$ 500
Display boards for Public Meetings (2 meetings @ \$500 per meeting)	\$ 1,000

Total Direct Expenses - AZTEC \$ 2,556

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey	\$ 31,808
Hydrogeology - Karst Investigation	\$ 5,860
Earth Exploration - Geotechnical Investigation, Pavement Design	\$ 29,494
Little River Consulting - Ecological investigation + Waters Report	\$ 6,660
Green 3 - Archaeological Investigation	\$ 7,806
Snedegar Construction - Potholing	\$ 18,000

SUB-CONSULTANT WORK (COST PLUS TO MAX.)

ROW Engineering, ROW Mgmt., ROW Acquisition Services	\$ 258,400
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Subconsultant Sub-total (Lump Sum) \$ 358,028

Total Estimated Contract Value \$ 883,699

9/13/2020
 Adrian Reid, P.E., Associate Vice President DATE

SUMMARY OF ESTIMATED COSTS

Firm: AZTEC ENGINEERING GROUP, INC.
 320 W. 8th Street, Suite 100
 Bloomington, IN 47404
 Phone: 812-717-2555

Project Name: B-Line Extension Project
 City Project Number: DES#1700735
 AZTEC Project No.: INMUN1716
 Date: September 14, 2020
 Revision: 2

DERIVATION OF COST PROPOSAL - SUMMARY

(Round Figures to the nearest \$1.00)

PRELIMINARY PROJECT DESIGN

Estimated Direct Labor - Design of B-Line Trail Extension

Classification	Estimated Person-Hours	Average Hourly Billing Rate	Labor Costs
Senior Project Manager	266	\$ 181.47	\$ 48,271
Senior Project Engineer	168	\$ 181.47	\$ 30,487
Project Engineer	50	\$ 155.82	\$ 7,791
Engineer/Designer	300	\$ 136.79	\$ 41,037
Technician/Drafter	100	\$ 86.14	\$ 8,614
Project Assistant/Admin.	0	\$ 61.30	\$ -
Totals	884		\$ 136,200

Total Estimated Labor - AZTEC \$ 136,200

DIRECT EXPENSES

Mileage - 9 months x 100 miles/month x \$0.38/mile
 Full size plan sets - 89 shts @ \$2.00/sht x 1 set x 3 submittals
 Deliveries to various entities - 9 months x 1 deliveries/mo. x \$20/delivery
 EDR Radius Report
 Display boards for Public Meetings (2 meetings @ \$500 per meeting)

Total Direct Expenses - AZTEC \$ -

SUB-CONSULTANT WORK (LUMP SUM)

BRCJ - Survey - Potholing \$ 3,600
 Hydrogeology - Karst Investigation
 Earth Exploration - Geotechnical Investigation, Pavement Design
 Little River Consulting - Ecological investigation + Waters Report
 Green 3 - Archaeological Investigation \$ 3,100
 Snedegar Construction - Potholing, Force Main locates \$ 18,000

SUB-CONSULTANT WORK (COST PLUS TO MAX.)

ROW Engineering, ROW Mgmt., ROW Acquisition Services \$ 20,000

Subcontract Subtot. \$ 44,700

Total Estimated Contract Addendum Value \$ 180,900

 Adrian Reid, P.E., Associate Vice President 9/14/2020
DATE

Addendum #3 Addendum Request

Task	Staff Hours					
	PM	Sr. Engineer	Engineer	Designer	Drafter	PA
Revise Trail Alignment at B-Line/Fountain		20		60		
Revise Fountain Drive to add buffer plot		40		60		
Design Tie-ins at ex. Developments		20		60		
11th Street Storm Outfall Eval.	8	12	20			
Bridge Eval. Through detention	6	16			20	
ROW Revisions	20	40		80		
Utility Design (Water/Sewer Relo.)						
Admin for ROW Acquisition, Project Control, Subs	192					
Additional Env./Design Services, 106 consult., HPR, 4(f), Level 4 CE	40	20	30	40	80	
	266	168	50	300	100	0

City of Bloomington
Redevelopment Commission
AMENDED Project Review & Approval Form

Please Note:

- Approval of the project by the Redevelopment Commission through this Project Review & Approval Form does not represent an authorization to begin work or expend funds.
- Authorization of work and the commitment of funds shall be done when the Redevelopment Commission reviews and approves: (1) a Purchase Order or Contract prepared after complying with the appropriate procurement process for the type of item, service or construction being sought and (2) the estimated costs associated with the Purchase Order or Contract.
- No payment of funds shall be made without a duly authorized and approved Purchase Order or Contract. All claims for payment against a duly authorized Purchase Order or Contract shall be submitted to the Redevelopment Commission for their review and approval along with any required departmental inspections, reviews and approvals prior to the payment of any funds.

To Be Completed by Requesting Party:

Project Name: B-Line Trail Extension & Multi-use Path

Project Manager: Roy Aten

Project Description: This project will improve safety and accessibility for pedestrian, bicycle, and motor vehicle traffic on the West Fountain Drive and North Crescent Road by:

- Constructing a 585 ft extension of the B-Line Trail to West Fountain Drive.
- Constructing a new 3540 ft (.67 mi.) multi-use path along West Fountain Drive and North Crescent Road. In effect, connecting the B-line Trail to the newly constructed multi-use path on West 17th Street.
- Realigning the intersection of West Fountain Drive and North Crescent Road.

The project is included in the BMCMPPO Transportation Improvement Plan (TIP) and is eligible for federal funding through the Transportation Alternatives Program (TAP) and the Surface Transportation Program (STP). The project is currently programmed to receive \$717,640 in federal funds for right-of-way services and acquisitions.

Portions of this Project are not in the Consolidated TIF. However, Indiana Code § 36-7-14-39(J) permits Tax Increment to be used to “Pay expenses incurred by the redevelopment commission for local public improvements that are in the allocation area or serving the allocation area.”

This Project will serve the Consolidated TIF’s allocation area by improving connectivity along the West Fountain Drive / North Crescent Road Corridor, improving access to the West 17th Street, and Expanded Downtown portions of the Consolidated TIF, which increases the potential for additional development in those areas.

Project Timeline:

Start Date: January 17th, 2018

End Date: December 31st, 2022

Financial Information:

Estimated full cost of project:	\$3,815,749
Sources of funds:	
Cum-Cap Dev (601)	\$133,000
General Fund (101)	\$81,450
Federal Funding	\$717,640
Consolidated TIF	\$2,883,659

Project Phases: This breakdown should mirror the contract(s) expected to be issued for this project. Each phase should include a description of the work to be performed, the cost, and the timeline for the contract.

Step	Description	Estimated Cost	Estimated Timeline
1	Preliminary Engineering	\$883,699	Jan 2018 – Sept 2020
2	Railroad Coordination	\$10,000	Oct 2019 – May 2020
3	Right-of-Way Acquisition	\$897,050	Oct 2019 – Oct 2021
4	Construction	\$1,800,000	Apr 2022 – Dec 2022
5	Construction Engineering	\$225,000	Apr 2022 – Dec 2022

TIF District: Consolidated TIF (West 17th Street)

Resolution History:

To Be Completed by Redevelopment Commission Staff:

Approved on _____

By Resolution _____ by a vote of _____

¹ INDOT administers the distribution of federal funding to local transportation projects.

² Initial amount expended will be greater, because Federal Highway Administration funding is reimbursed



Board of Public Works Staff Report

Project/Event: Award Quote for Concrete Repair/Replacement
Recover Forward Project

Petitioner/Representative: Street Department

Staff Representative: Joe Van Deventer

Meeting Date: October 13, 2020

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

Groomer Construction, Inc.

Cost per foot for 5' 6" monolithic sidewalk	\$ 77.00
Cost per foot for standard 5' sidewalk	\$ 65.00

Gardner Concrete Services

Cost per foot for 5'6" monolithic sidewalk	\$ 115.50
Cost per foot for standard 5' sidewalk	\$ 95.00

CGR

Cost per foot for 5'6" monolithic sidewalk	\$ 110.00
Cost per foot for standard 5' sidewalk	\$ 100.00

Staff recommends to awarding contract to Groomer Construction, Inc. for 2020.

Recommend **Approval by Joe VanDeventer**

Board of Public Works
Staff Report

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
Groomer Construction, Inc.
FOR
Sidewalk Replacement/Repair Project

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and Groomer Construction, Inc. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **sidewalk replacement/repair of designated areas assigned by the Street Department**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due

CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed \$ 50,000. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is

comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

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

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy

it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident

	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR’S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days’ prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker’s Compensation policy.

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other

entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR'S Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Groomer Construction, Inc.
Attn: Joe Van Deventer	Attn: Richard Groomer
401 N. Morton St., Suite 120	6535 W. Ison Road
Bloomington, Indiana 47404	Bloomington, Indiana 47403

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

Recover Forward sidewalk repair/replacement Services

This project shall include, but is not limited to Contractor shall provide concrete construction, maintenance and repair services. Contractor shall furnish all necessary labor and material.

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Written Name

Notary Public's Signature

My Commission Expires: _____

My Commission #: _____

County of Residence: _____

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Written Name

Notary Public's Signature

My Commission Expires: _____

My Commission #: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Construction Contract Agreement with Traffic Control Corporation

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: October 13, 2020

This construction project includes the purchase of equipment and the installation of the preempt/priority cellular connectivity for our existing traffic signals. Our Street Department would like to move forward with installing one Traffic Management System, which is Applied Information Technology, for consistency on all of our signals and flashers.

Staff recommends to approve the Construction Contract with Traffic Control Corporation.

Recommend Approval by Joe VanDeventer

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
TRAFFIC CONTROL CORPORATION
FOR
TRAFFIC SIGNAL CELLULAR CONNECTIVITY

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and **Traffic Control Corporation**, (hereinafter, CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **installation of cellular connectivity products for traffic signal monitoring**, (more particularly described in Attachment A, "Scope of Work"; and

WHEREAS, CONTRACTOR is capable of performing work as per his/her Quote on the Quote Summary sheet; and

WHEREAS, in accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 or General Contractor for this project; and

WHEREAS, CONTRACTOR was determined to be the lowest responsible and responsive Quoter for said project.

NOW, THEREFORE, in consideration of the mutual promises hereinafter enumerated, the parties agree as follows:

ARTICLE 1. TERM

1.01 This Agreement shall be in effect upon execution of this Agreement by all parties. In accordance with Indiana Code 5-16-13 *et seq.*, incorporated herein by reference, Contractor is a Tier 1 contractor or general contractor for this project.

ARTICLE 2. SERVICES

2.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described in Attachment A, "Scope of Work".

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within ninety (90) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

2.03 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided and that the measure of those damages shall be determined by reference Section 13.00 of the General Conditions for Each Day of Overrun in Contract Time. CONTRACTOR agrees to pay CITY said damages or, in the alternative, CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

2.04 CONTRACTOR agrees that no charges or claims for damages shall be made by him or her for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

3.01 CONTRACTOR shall provide services as specified in Attachment A, "Scope of Work", attached hereto and incorporated into this Agreement.

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed Eighty-Three Thousand, Fifty Dollars \$83,050.00. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will

pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

CONTRACTOR shall indemnify and hold harmless CITY and its officers, agents, officials and employees for any and all damages, actions, costs, (including, but not limited to, attorney's fees, court costs and costs of investigation) judgments and claims by anyone for damage to property, injury or death to persons resulting from the collapse or failure of any trenches, ditches or other excavations constructed under or associated with this contract.

5.02 Abandonment, Default and Termination

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

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all

materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.

2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

5.04.02 In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by CONTRACTOR, and other rights and obligations of CITY and CONTRACTOR, the document expressing the greater quantity, quality or other scope of work in question, or imposing the greater obligation upon CONTRACTOR and affording the greater right or remedy to CITY shall govern; otherwise the documents shall be given precedence in the order as enumerated above.

5.05 Insurance

5.05.01

CONTRACTOR shall, as a prerequisite to this Agreement, purchase and thereafter maintain such insurance as will protect him or her from the claims set forth below which may arise out of or result from CONTRACTOR'S operations under this Agreement, whether such operations be by CONTRACTOR or by any SUBCONTRACTORS or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident

	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

5.05.02 CONTRACTOR'S comprehensive general liability insurance shall also provide coverage for the following:

Premises and operations;

Contractual liability insurance as applicable to any hold-harmless agreements;

Completed operations and products; which also must be maintained for a minimum period of two (2) years after final payment and CONTRACTOR shall continue to provide evidence of such coverage to CITY on an annual basis during the aforementioned period;

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

5.05.03 With the prior written approval of CITY, CONTRACTOR may substitute different types or amounts of coverage for those specified as long as the total amount of required protection is not reduced.

5.05.04 Certificates of Insurance showing such coverage then in force (but not less than the amount shown above) shall be on file with CITY prior to commencement of work. These Certificates shall contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least sixty (60) days' prior written notice has been received by CITY. The CITY shall be named as an additional insured on the Commercial General Liability, Automobile Liability, and Umbrella Excess Liability policies. The CONTRACTOR shall agree to a waiver of subrogation on its Worker's Compensation policy.

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that it is now and will maintain in good standing with such governmental agencies and that it will keep its license, permit registration, authorization or certification in force during the term of this Agreement.

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. CONTRACTOR shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination, including but not limited to employment. This Agreement shall be governed by the laws of the United States, and the State of Indiana, and by all Municipal Ordinances and Codes of the City of Bloomington. Venue of any disputes arising under this Agreement shall be in the Monroe Circuit Court, Monroe County, Indiana.

5.08 **Non-Discrimination**

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

5.08.02 CONTRACTOR certifies for itself and all its subcontractors compliance with existing laws of the City of Bloomington, the State of Indiana and the United States regarding:

Prohibition of discrimination in employment practices on the basis of race, sex, color, religion, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, housing status, or any other legally protected classification;

The utilization of Minority and Women Business Enterprises. CONTRACTOR further certifies that it:

- a. Has formulated its own Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.
- b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

CONTRACTOR understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If CONTRACTOR believes that a City employee engaged in such conduct towards CONTRACTOR and/or any of its employees, CONTRACTOR or its employees may file a complaint with the City department head in charge of the CONTRACTOR'S work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

5.08.03 FURTHER, PURSUANT TO INDIANA CODE 5-16-6-1, CONTRACTOR AGREES:

- A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.
- B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.
- C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.
- D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

5.09.01 CONTRACTOR shall guarantee the work for a period of one (1) year from the date of substantial completion. Failure of any portion of the work within one (1) year due to improper construction, materials of construction, or design may result in a refund to CITY of the purchase price of that portion which failed or may result in the forfeiture of CONTRACTOR'S Performance Bond.

5.09.02 OR EQUAL: Wherever in any of the Agreement Documents an article, material or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vender, the term "Or Equal" or the term "The Equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting completion. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to the Contract requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the ENGINEER. The approval by the ENGINEER of alternate material or equipment as being equivalent to that specified, shall not in any way relieve CONTRACTOR of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the Contract Documents. Specifications as determined by other

entities within the City of Bloomington such as City Utilities shall only be substituted or changed by their approval which shall be submitted in writing to the ENGINEER.

5.09.03 CITY shall be the sole judge of the sufficiency of workmanship and quality of materials. Disputes shall be resolved by the City Engineer and are not subject to arbitration.

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

5.12.01 For contracts in excess of \$100,000, CONTRACTOR shall provide CITY with both a Performance Bond and a Payment Bond in the amount of one hundred percent (100%) of the contract amount.

5.12.02 Failure by CONTRACTOR to perform the work in a timely or satisfactory fashion may result in forfeiture of CONTRACTOR'S Performance Bond.

5.12.03 Failure by CONTRACTOR to pay for labor and services performed, material furnished or services rendered may result in forfeiture of CONTRACTOR'S Payment Bond.

5.12.04 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq. or its right to do business in the State of Indiana is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

5.13 Payment of Subcontractors CONTRACTOR shall pay all subcontractors, laborers, material suppliers and those performing services to CONTRACTOR on the project under this Agreement. CITY may, as a condition precedent to any payment hereunder, require CONTRACTOR to submit satisfactory evidence of payments of any and all claims of subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR. Upon receipt of a lawful claim, CITY shall withhold money due to CONTRACTOR in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services to CONTRACTOR.

5.13.01 The surety of the Payment Bond and Performance Bond may not be released until one (1) year after the Board's final settlement with the CONTRACTOR.

5.14 Written Notice Written notice shall be considered as served when delivered in person or sent by mail to the individual, firm, or corporation, or to the last business address of such known to CONTRACTOR who serves the Notice. Notice shall be sent as follows:

TO CITY:

TO CONTRACTOR:

City of Bloomington	Traffic Control Corporation
Attn: Joe Van Deventer	Attn:
401 N. Morton St., Suite	10435 Argonne Woods Drive
Bloomington, Indiana 47404	Woodridge, IL 60517

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees’ Immigration Status

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

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor of Bloomington

BY:

Contractor Representative

Printed Name

Title of Contractor Representative

ATTACHMENT 'A'

"SCOPE OF WORK"

TRAFFIC SIGNAL CELLULAR CONNECTIVITY

*This project shall include, but is not limited to, **installation of cellular connectivity products for traffic signal monitoring***

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Written Name

Notary Public's Signature

My Commission Expires: _____

My Commission #: _____

County of Residence: _____

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Written Name

Notary Public's Signature

My Commission Expires: _____

My Commission #: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Amend Contract with SSW Enterprises, LLC (dba Office Pride)
for Cleaning Services at Public Works Facilities

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 10/13/20

We are seeking approval to amend the cleaning services contract for Public Works maintained facilities with SSW Enterprises for the following three reasons:

1. In the original contract, the total number of service days was calculated at 19 days per month. We have realized that this estimate was too low; and the actual days of service are averaging closer to 21 days per month.
2. There have been additional services performed by the contractor that were not factored into the original contract. Due to COVID-19, the contractor has decontaminated 2 fire stations so far and given the current circumstances there may be more facilities that require this type of service. The associated costs of these services can range from \$1,000.00 to \$2,000.00 per facility per incident.
3. Also, we were able to utilize the contractor's suppliers to purchase COVID-19 supplies, such as large quantities of disinfectant.

Considering all the factors detailed above, staff is requesting permission to amend the contract with SSW Enterprises, LLC to increase the not to exceed amount of the \$20,000.00. This would increase the 2020 contract amount from \$213,883.44 to \$233,883.44.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff".

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

PROJECT NAME: Custodial Maintenance & Janitorial Services

AGREEMENT FOR CUSTODIAL MAINTENANCE & JANITORIAL SERVICES
AT CITY OF BLOOMINGTON FACILITIES

This Agreement, entered into on this 18th day of September, 2018, by and between the City of Bloomington Public Works Department through the Department of Public Works (hereinafter referred to as "Department"), and SSW Enterprises, LLC, (hereinafter referred to as "Contractor"),

WITNESSETH:

WHEREAS, the Department wishes to retain Contractor's services for custodial maintenance and janitorial services to be performed at the following facilities: 401 N. Morton Street (Bloomington Showers City Hall), 800 East Miller Drive (Fleet Maintenance), 3405 Old State Road 37 South (Sanitation Garage), Skywalk Common Areas (walkway connecting 4th Street Garage and Fountain Square Market Area on the City Square), 1980 South Henderson Street (Street Department), and 3410 S. Old State Road 37 South (Animal Shelter); and

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

WHEREAS, Contractor is willing and able to provide such Services to the Department;

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

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

Contractor shall diligently pursue its work under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Contractor 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 Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Facilities and Operations Director or his or her designee(s).

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

Article 2. Standard of Care: Contractor shall be responsible for completion of the Services in a manner to meet high professional standards consistent with the Contractor's profession in the location and at the time of the rendering of the services. Contractor shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted maintenance and janitorial standards that a Contractor would exercise under the same or similar circumstance.

Article 3. Responsibilities of the Department: The Department shall provide all necessary information regarding the requirements for the Services. The Department shall furnish such information as expeditiously as is necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department shall designate who is authorized to act on its behalf with respect to this Agreement.

A. Representative

The Department hereby designates J. D. Boruff, Public Works Facilities and Operations Director or his or her designee(s), ("Boruff"), to serve as the Department's representative for the project. Boruff shall have the authority to transmit instructions, receive information, interpret and define the Department's requirements and make decisions with respect to the Services.

B. Decisions

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

Article 4. Term of Agreement:

Initial Term: This Agreement shall begin on October 1, 2018, and terminate on December 31, 2019, provided neither party gives written notice to the other of its intent to terminate this Agreement as set forth in this Agreement.

Renewal Term: Following the Initial Term, the Department has the option, in its sole and absolute discretion, to renew this Agreement up to two (2) times, provided that neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration the Initial Term or the first Renewal Term. The first Renewal Term, if entered, would begin on January 1, 2020 and end on December 31, 2020. The second and

final Renewal Term, if entered, would begin on January 1, 2021 and end on December 31, 2021. The Department or its designee(s) will notify Contractor of its intention to exercise the option to renew this Agreement at least ninety (90) days prior to the end of the Initial Term and the first Renewal Term.

Article 5. Compensation: Upon submittal of approved claims, the Department shall compensate Contractor as 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 under this Agreement for the Initial Term, including fees and expenses, shall not exceed the amount of Two Hundred Fifty-Four Thousand, Six Hundred Twenty-Three Dollars and Twenty Cents (\$254,623.20). The total compensation paid under this Agreement from October 1, 2018 through December 31, 2018, shall not exceed the amount of Fifty Thousand, Nine Hundred Twenty-Four Dollars and Sixty-Four Cents (\$50,924.64). The total compensation paid under this Agreement for calendar year 2019 shall not exceed the amount of Two Hundred Three Thousand, Six Hundred Ninety-Eight Dollars and Fifty-Six Cents (\$203,698.56). These compensation sums include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made for the work completed only.

In accordance with Indiana Code § 5-22-17-4, total compensation paid under this Agreement for any Renewal Term shall not exceed a five percent (5%) increase over the compensation paid for the previous calendar year covered under this Agreement. Total compensation paid under this Agreement for calendar year 2020 (the first Renewal Term, if entered) shall not exceed a five percent (5%) increase over total compensation paid for calendar year 2019. Total compensation paid under this Agreement for calendar year 2021 (the second and final Renewal Term, if entered) shall not exceed a five percent (5%) increase over the total compensation paid for calendar year 2020 (the first Renewal Term, if entered).

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 Department or the Department's designated representative(s) prior to such work being performed, or expenses incurred. The Department 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.

A. 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 Department may reasonably require.

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

B. Billing Records:

Contractor 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 6. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty as set forth in Article 8 herein.

Article 7. Schedule: Contractor 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 8. 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 Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to the Contractor. The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department, and the Department shall pay the Contractor for all the Services performed and materials or supplies purchased and/or stocked 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 Contractor's compensation and the schedule of services.

Upon termination or suspension of this Agreement, all materials or supplies purchased and/or stocked by Contractor in connection with this Agreement shall become the property of the Department.

Article 9. Identity of Contractor: Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the duties described in this Agreement is the qualification and experience of the principal personnel whom Contractor has represented will be responsible therefor. Contractor 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 Contractor. Exhibit D is attached hereto and incorporated herein by reference as though fully set forth. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional subcontractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 10. Independent Contractor Status: During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the Department.

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of 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 Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

Article 12. Insurance: During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect:

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c. Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code.

All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as 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.

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

Article 13. Conflict of Interest: Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services required under this Agreement. The Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 14. Waiver: No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 15. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire

Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 16. Assignment: Neither the Department nor the Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party; provided, however, Contractor may assign its rights to payment without the Department's consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement.

Article 17. Third Party Rights: Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and the Contractor.

Article 18. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Indiana. Venue of any disputes arising under this Agreement shall be in the Monroe County Circuit Court, Monroe County, Indiana.

Article 19. Non-Discrimination: Contractor shall comply with City of Bloomington Ordinance 2.21.020 and all other federal, state and local laws and regulations governing non-discrimination in employment.

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department 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, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

Article 21. Notices: Any notice required by this Agreement shall be made in writing to the addresses specified below:

Department:

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

Contractor:

SSW Enterprises, LLC
Attn: Stanley Weaver
9402 N. Staton Drive
Mooresville, IN 46158

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

Article 22. Intent to be Bound: The Department and the Contractor each bind itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 23. Integration and Modification: This Agreement, including all Exhibits incorporated by reference, represents the entire and integrated agreement between the Department and the Contractor. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement.

Article 24. Verification of New Employee' Employment Status: Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists.) Contractor shall sign an affidavit, attached as Exhibit E, affirming that Contractor does not knowingly employ an unauthorized alien. "Unauthorized alien" is defined at 8 U.S. Code 1324a(h)(3) as a person who is not a U.S. citizen or U.S. national and is not lawfully admitted for permanent residence or authorized to work in the U.S. under 8U.S. Code Chapter 12 or by the U.S. Attorney General.

Contractor and any of its subcontractors may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Contractor or any of its subcontractors learns is an unauthorized alien. If the Department obtains information that the Contractor or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Department shall notify the Contractor or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Contractor or any of its subcontractors verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that

the Contractor or its subcontractor did not knowingly employ an unauthorized alien. If the Contractor or its subcontractor fails to remedy the violation within the thirty (30) day period, the Department shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Department may allow the Agreement to remain in effect until the Department procures a new Contractor. If the Department terminates the Agreement, the Contractor or its subcontractor is liable to the Department for actual damages.

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

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

Article 25. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit F, affirming that Contractor 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.

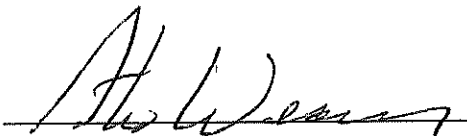
Owner

Contractor

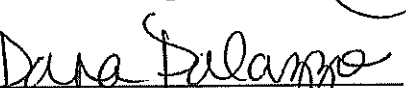
City of Bloomington
Department of Public Works

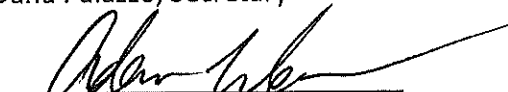
SSW Enterprises, LLC

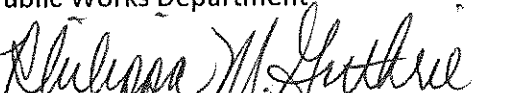
By: 
Kyla Cox Deckard, President


Stanley Weaver, Member and Owner

By: 
Beth H. Hollingsworth, Vice President

By: 
Dana Palazzo, Secretary

By: 
Adam Wason, Director
Public Works Department

By: 
Philippa M. Guthrie, Corporation Counsel

CITY OF BLOOMINGTON
Legal Department
Reviewed By: Jackie Moore
DATE: 9.11.18


CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 9-13-18
FUND/ACCT: 101-12-59610

EXHIBIT A

Scope of Work for Department of Public Works Facilities

Contractor is expected to complete the tasks listed at the stated frequency for each location:

City Hall - 401 North Morton Street – 5 nights per week

Entry/ Lobby Area (Approximately 1,780 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Clean both sides of all glass doors.	Daily
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	2 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Office Areas (Approximately 31,500 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Conference Rooms (Approximately 2,100 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily

Spot vacuum to remove visible soil.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year

Copy Rooms (Approximately 850 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Common Areas (Approximately 8,700 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Spot vacuum to remove visible soil.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust ledges and window sills.	2 Times per Week
Fully vacuum all carpets from wall to wall.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Hot water extract carpeting using high pressure extraction equipment.	2 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room Areas (Approximately 650 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily

Clean refrigerator, and empty contents at customer request.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Stairs and Elevator (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Using approved spotter, spot clean carpeted area.	Daily
Completely clean and vacuum carpeted elevator.	Daily
Dust Mop And Spot Mop Stairs, Dust Railings, Ledges And Spot Clean.	3 Times per Week
Dust Mop Stairs, Dust Railings, Ledges And Spot Clean.	2 Times per Week
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Clean And Polish Metal Elevator Threshold Plates.	Weekly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 3,100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Fully clean all showers.	Daily
Wash all restroom partitions on both sides.	Weekly
Dust All Low Reach Areas.	Weekly
Machine scrub floors using germicidal detergent.	Monthly
Dust and clean all return air vents.	Monthly

Fleet Maintenance - 800 E. Miller Drive – 5 nights per week

Office Areas (Approximately 1,350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly

Common Areas (Approximately 100 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 200 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all restroom fixtures.	Daily
Clean Mirrors.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Sanitation - 3406 S. Old SR37 South – 5 nights per week

Office Area (Approximately 230 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories.	Daily
Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 250 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 350 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 280 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly

Street Department - 1981 South Henderson Street – 5 nights per week

Office Areas (Approximately 730 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	2 Times per Year
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Common Area (Approximately 750 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Damp Mop Entire Area.	Weekly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 65 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Clean and sanitize all sinks and wipe dry.	Daily
Damp clean and sanitize table tops.	Daily
Damp clean interior and exterior of microwave oven.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Daily
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Restrooms (Approximately 600 Square Feet)

Spot clean all walls, light switches and doors.	Daily
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Clean and sanitize all restroom fixtures.	Daily
Clean mirrors.	Daily
Clean and sanitize counter tops.	Daily
Damp Mop Entire Area.	Daily
Refill paper towel and toilet paper dispensers.	Daily
Empty All Trash Receptacles And Replace Liners As Necessary.	Daily
Wash all restroom partitions on both sides.	Daily
Fully Clean All Showers.	Daily
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Skywalk at 4th Street Parking Garage (over 4th Street) – 3 nights per week

Skywalk (Approximately 1,800 Square Feet)

Spot clean all walls, light switches and doors.	Daily
Dust mop all hard surface floors with treated dust mop.	Daily
Damp Mop Entire Area.	Daily
Dust All Low Reach Areas.	Weekly
All High Reach Areas.	Weekly

Animal Care and Control - 3410 Old SR37 South – 3 nights per week

Entry/ Lobby Area (Approximately 2,300 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Dust mop all hard surface floors with treated dust mop.	3 Times per Week
Clean both sides of all glass doors.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Dust ledges and window sills.	3 Times per Week
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	3 Times per Week
Using a high speed floor machine spray buff all hard surface areas.	Weekly
Dust All Low Reach Areas.	Weekly
Dust All High Reach Areas.	Weekly
Machine scrub hard surface floor and apply one coat of polish.	3 Times per Year
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Public Restrooms (Approximately 150 Square Feet)

Spot clean all walls, light switches and doors.	3 Times per Week
Clean and sanitize all restroom fixtures.	3 Times per Week
Clean mirrors.	3 Times per Week
Clean and sanitize counter tops.	3 Times per Week
Damp Mop Entire Area.	3 Times per Week
Refill paper towel and toilet paper dispensers.	3 Times per Week
Empty All Trash Receptacles And Replace Liners As Necessary.	3 Times per Week
Wash all restroom partitions on both sides.	3 Times per Week
Dust All Low Reach Areas.	Weekly
Dust and clean all return air vents.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly
Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish.	Yearly

Break Room (Approximately 690 Square Feet)

Spot clean all walls, light switches and doors.	Weekly
Clean and sanitize all sinks and wipe dry.	Weekly
Damp clean and sanitize table tops.	Weekly
Damp clean interior and exterior of microwave oven.	Weekly
Dust mop all hard surface floors with treated dust mop.	Weekly
Empty All Trash Receptacles And Replace Liners As Necessary.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Mop All Stains And Spills, Especially Coffee And Drinking Spills.	Weekly
Clean refrigerator, and empty contents at customer request.	Monthly
Using a high speed floor machine spray buff all hard surface areas.	Monthly
Machine scrub hard surface floor and apply one coat of polish.	Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish. Yearly

Meeting Room (Approximately 910 Square Feet)

Dust and spot clean all furniture, fixtures, equipment and accessories. Weekly

Spot clean all walls, light switches and doors. Weekly

Empty All Trash Receptacles And Replace Liners As Necessary. Weekly

Damp Mop Entire Area. Weekly

Dust ledges and window sills. Weekly

Dust All Low Reach Areas. Weekly

Dust All High Reach Areas. Weekly

Machine scrub hard surface floor and apply one coat of polish. Yearly

Strip Hard Surface Floor And Recoat With Three Coats Of Floor Polish. Yearly

EXHIBIT B
SCHEDULE OF COMPENSATION

The total compensation for the fifteen (15) month Initial Term of this Agreement, including any and all fees and expenses, shall not exceed the amount of Two Hundred Fifty-Four Thousand, Six Hundred Twenty-Three Dollars and Twenty Cents (\$254,623.20).

Compensation paid from October 1 through December 31, 2018 (3 months) shall not exceed the amount of Fifty Thousand, Nine Hundred Twenty-Four Dollars and Sixty-Four Cents (\$50,924.64).

Compensation paid from January 1, 2019 through December 31, 2019 (12 months) shall not exceed the amount of Two Hundred Three Thousand, Six Hundred Ninety-Eight Dollars and Fifty-Six Cents (\$203,698.56).

October – December 2018	\$ 50,924.64
January – December 2019	\$ <u>203,698.56</u>
 Total compensation paid under the Initial Term of this Agreement shall not exceed:	 \$ 254,623.20

This Agreement may be renewed for calendar years 2020 and 2021.

Total compensation paid under this Agreement for calendar year 2020 (the first Renewal Term, if entered) shall not exceed a five percent (5%) increase over total compensation paid for calendar year 2019.

Total compensation paid under this Agreement for calendar year 2021 (the second and final Renewal Term, if entered) shall not exceed a five percent (5%) increase over the total compensation paid for calendar year 2020 (the first Renewal Term, if entered).

**EXHIBIT C
SCHEDULE**

Contractor shall begin providing services on October 1, 2018, in accordance with the conditions stated in this Agreement and shall continue providing such services through December 31, 2019, (the Initial Term) unless terminated before in accordance with the conditions contained in this Agreement.

This Agreement may be renewed for calendar years 2020 and 2021, as provided in this Agreement.

**EXHIBIT D
PRINCIPAL PERSONNEL**

CONTRACTOR 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 Department.

Position / Responsibility

Name

Member and Owner

Stanley Weaver

STATE OF Indiana)
) SS:
COUNTY OF Marion)

AFFIDAVIT REGARDING E-VERIFY

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

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

Stanley Weaver
Signature

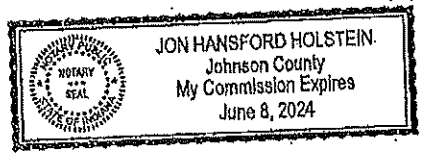
Stanley Weaver
Printed name

STATE OF Indiana)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Stanley Weaver and acknowledged the execution of the foregoing this 17th day of August, 2018.

Jon Hansford Holstein
Notary Public
Jon Hansford Holstein
Printed name

My Commission Expires: June 8th 2024
County of Residence: Johnson



**ADDENDUM #1 TO AGREEMENT FOR
CUSTODIAL MAINTENANCE & JANITORIAL SERVICES
AT CITY OF BLOOMINGTON FACILITIES WITH
SSW ENTERPRISES, LLC**

This Addendum #1 supplements the Agreement for Custodial Maintenance & Janitorial Services at City of Bloomington Facilities, which was entered into on September 18, 2018, and Renewal #1 to the Agreement which was entered into on January 21, 2020, with SSW Enterprises, LLC (“Agreement”), as follows:

1. **Article 1. Scope of Services:** Exhibit A of the Agreement describes the tasks to be provided by SSW Enterprises, LLC, throughout the term of this Agreement. Beginning in March of this year, staff performing custodial maintenance and janitorial services have, in addition to working approximately 21 days per month, performed additional services which were and continue to be necessary to deal with the impacts of COVID-19 and may include the decontamination of entire facilities. Additional supplies are needed to perform their work efficiently.
2. **Article 5. Compensation and Exhibit B. Schedule of Compensation:** This Article and Exhibit require that any claims for additional work or expenses must be submitted to the Public Works Department for consideration and any incurred expenses in excess of the rates in this Exhibit must be authorized in writing by the Department. The Department is believes that additional compensation of \$20,000 should be added to the compensation this Agreement. The Not to Exceed Cost under this Agreement is \$213,883.49. The addition of \$20,000 for services to be performed under this Agreement shall raise the Not to Exceed cost of this Agreement to \$233,883.49.
3. In all other aspects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #1 to be executed on the day and year last written below.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Date: _____

Philippa M. Guthrie, Corporation Counsel

Date: _____

CONSULTANT

Nicholas R. Murphy, Project Manager

Date: _____



Board of Public Works Staff Report

Project/Event: Contract with RATIO Architects, Inc. for Engineering Services at Bloomington City Hall

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: October 13, 2020

This contract is for engineering services to include evaluation and repair recommendations for the exterior brick masonry wall on the south end of City Hall. This wall has an excess of "spalling" on the brick surface. RATIO Architects will evaluate the wall, recommend solutions to the problem, and represent the Department before the Bloomington Historical Preservation Commission

Staff recommends awarding the contract to BFW Crane, Inc. not to exceed \$5,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "J D Boruff". The signature is written in a cursive, slightly stylized font.

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

PROJECT NAME: Evaluation of Masonry wall at Bloomington City Hall

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 13th day of October, 2020, by and between the City of Bloomington Department of Public Works through the Board of Public Works (hereinafter referred to as "Board"), and Ratio Architects, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to improve the facilities it oversees by engaging in efforts to repair or improve their condition; and

WHEREAS, the Board requires the services of a professional architectural and/or engineering consultant in order to perform tasks including the preparation of a repair specifications, construction plans, cost estimates, and bid documents which shall be hereinafter referred to as "the Services"; and

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

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

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

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

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

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

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

Article 2. Standard of Care: Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

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

A. Information/Reports

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

B. Representative

The Board hereby designates J. D. Boruff, Operations and Facilities Director, Department of Public Works (“Boruff”), to serve as the Board’s representative for the project. Boruff 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 Five Thousand Dollars **(\$5,000.00)**. This sum

includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or

provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

Consultant understands that the City of Bloomington prohibits its employees from engaging in harassment or discrimination of any kind, including harassing or discriminating against independent contractors doing work for the City. If Consultant believes that a City employee engaged in such conduct towards Consultant and/or any of its employees, Consultant or its employees may file a complaint with the City department head in charge of the Consultant's work and/or with the City human resources department or the Bloomington Human Rights Commission. The City takes all complaints of harassment and discrimination seriously and will take appropriate disciplinary action if it finds that any City employee engaged in such prohibited conduct.

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
Dept. of Public Works
Attn: J. D. Boruff
401 N. Morton Street, Suite 120
Bloomington, Indiana 47404

Consultant:

RATIO Architects, Inc.
Attn: David Kroll
101 South Pennsylvania Street
Indianapolis, Indiana 46204-3684

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 Consultant obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Consultant 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 Consultant shall terminate the Agreement, unless the Consultant determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Consultant may allow the Agreement to remain in effect until the Consultant procures a new Consultant. If the Consultant terminated the Agreement, the Consultant or its subconsultant is liable to the Consultant 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 Consultant.

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

RATIO Architects, Inc.

By: _____
Kyla Cox Deckard, President

William A. Browne, Jr., President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF ARCHITECTURAL AND ENGINEERING SERVICES

Project and Scope Description

1. Representatives of Contractor and Arsee Engineers will visit the building and observe all areas that are visible and accessible.

2. Contractor will prepare a brief report summarizing our observations annotated with photographs along with general repair recommendations. The proposed recommendations will be designed to comply with the Secretary of Interior's *Standards for Rehabilitation*.

3. Contractor will present the findings of the observations and the proposed recommendations at a meeting of the Bloomington Historic Preservation Commission.

Exclusions

1. Rental fees for any equipment, such as lifting equipment (man lifts) required to complete inspection.

EXHIBIT B
COMPENSATION

Compensation will be as follows:

A lump sum fee of Five Thousand Dollars (\$5,000.00). All expenses anticipated to be attributable to your project are included within the lump sum fee.

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

All work by Consultant shall be completed by January 31, 2021.

**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>
Architectural Staff/Engineer- responsible for inspection and document preparation	David Kroll

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

1. The undersigned is the President of RATIO Architects, 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.

William A. Browne Jr., President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public Signature

Notary Public Printed Name

My Commission Expires: _____ Commission #: _____

County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

RATIO Architects, Inc.

By: _____
William A. Browne Jr., President

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public Signature

Notary Public Printed Name

My Commission Expires: _____ Commission #: _____

County of Residence: _____



Board of Public Works Staff Report

Request: Approval of Memorandum of Understanding between City of Bloomington and County of Monroe

Petitioner/Representative: Department of Public Works, Street Division

Staff Representative: Adam Wason, Public Works Director

Date: 10/13/20

The County of Monroe has prepared an application for Community Crossings Grant funding from INDOT for South Cory Lane from West 3rd Street to West Bloomfield Road. A portion of the road is owned and maintained by the City. This MOU reflects the entire understanding between the City and the County should the County receive funding via a Community Crossing Grant from INDOT.

Recommend **Approval** **Denial** by: Adam Wason

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF MONROE, INDIANA
AND
THE CITY OF BLOOMINGTON, INDIANA

This Memorandum of Understanding (hereinafter "MOU") between the County of Monroe (hereinafter "County") and the City of Bloomington (hereinafter "City"), is made and entered into this 7 day of October, 2020, by and between the Highway Director of the County and the Public Works Director of the City, and outlines the agreement and terms regarding County's willingness and the City's acceptance of the County's paving of a portion of S. Cory Lane, which portions are owned and under the maintenance responsibility of the City. The paving described herein shall occur only upon the County's receipt of funding from INDOT through its Community Crossings Grant Program.

WITNESSETH:

1. The County is preparing an application for Community Crossings Grant funding by INDOT for multiple projects, including the paving of S. Cory Lane, from W. 3rd Street to W. Bloomfield Road.
2. A portion of this road is owned and maintained by the City.
3. The City authorizes the paving of its portion of S. Cory Lane by the County, upon the County's receipt of grant funding described above, and will accept all paving work performed in accordance with this MOU.
4. The City's portion of S. Cory Lane to be paved is .13 miles in length, as depicted in Attachment A, attached and incorporated herein.
5. S. Cory Lane paving shall cover the roadway from the end of the roadway maintained by the County to the end of the roadway maintained by the City.
6. The County shall perform the paving work in accordance with INDOT's 2020 Standard Specifications and current supplements thereto, to be used with this project, Section 400 – Asphalt Pavements, which include milling existing asphalt surface 1.5", applying tack, resurfacing 1.5" with HMA Type B surface, and replacing pavement markings.
7. This MOU reflects the entire understanding between the County and the City regarding the paving of S. Cory Lane, should the County receive funding via a Community Crossings Grant from INDOT.

8. The County will inform the City of dates for project work so that the City is informed of the status of the paving work, and the City may inspect the work after completion of the paving work.
9. Any amendment or modification of this MOU must be in writing and be signed by duly authorized representatives of the County and the City.
10. The County and the City agree that this MOU shall be presented to the Monroe County Board of Commissioners, the Board of Public Works and to the Mayor of the City of Bloomington for their concurrence regarding this MOU.
11. The signatories for the County and the City warrant that they have been fully empowered by proper action to bind their respective unit to the terms and conditions set forth in this MOU.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Memorandum of Understanding and caused their seals to be affixed and attested the day and year first written above.

COUNTY OF MONROE
Highway Department

Lisa Ridge

Lisa Ridge, Director

CITY OF BLOOMINGTON
Department of Public Works

Adan Wason, Director

Board of Commissioners

Julie Thomas
Digitally signed by Julie Thomas
DN: cn=Julie Thomas, ou=Monroe County Government, ou=Monroe
County Board of Commissioners,
c=US

Julie Thomas, President

Lee Jones
Digitally signed by Lee Jones
DN: cn=Lee Jones, ou=Monroe County Board of Commissioners,
ou=Monroe County Government,
c=US

Lee Jones, Vice President

Penny Githens
Digitally signed by Penny Githens
DN: cn=Penny Githens, ou=Monroe County Board of Commissioners,
ou=Monroe County Government,
c=US

Penny Githens, Commissioner

Board of Public Works

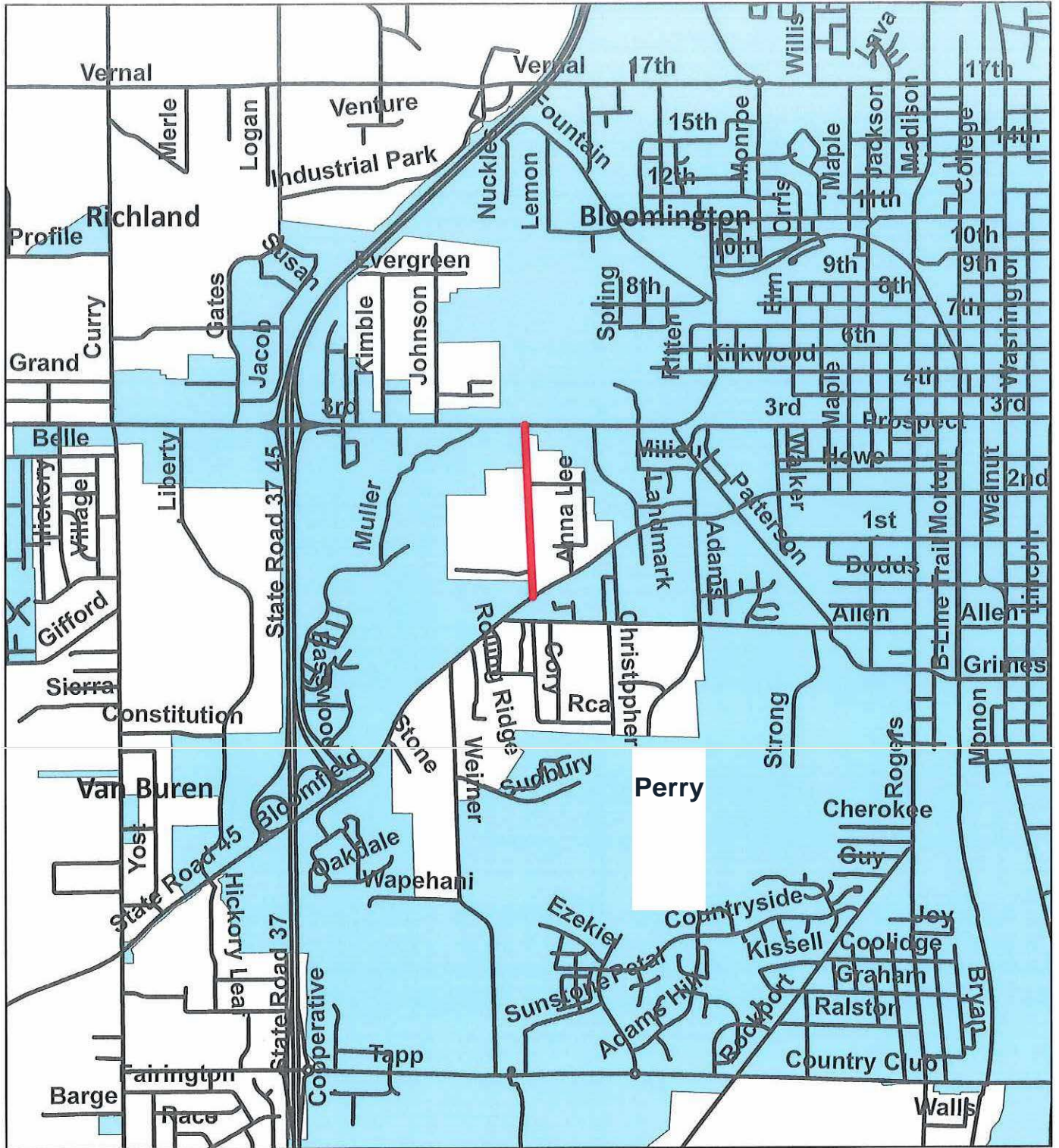
Kyla Cox Deckard, Member

Beth H Hollingsworth, Member

Dana Palazzo, Member

John Hamilton, Mayor

Attachment A



Legend

-RoadCenterline

Municipal Boundaries

c::l Townships

-City of Bloomington Jurisdiction



D
N



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Logan Rutledge	01-refund adoption fee-9/25/20		10/16/2020	75.00
Robert Sweeden	01-refund adoption fee-9/28/20		10/16/2020	75.00
	Account 43430 - Animal Adoption Fees Totals		Invoice 2 Transactions	\$150.00
Account 47110 - Miscellaneous				
Robert Sweeden	01-refund adoption fee-9/28/20		10/16/2020	15.00
	Account 47110 - Miscellaneous Totals		Invoice 1 Transactions	\$15.00
Account 52210 - Institutional Supplies				
4045 - Datamars, INC	01-microchips-500-inc. s/h		10/16/2020	2,692.24
313 - Fastenal Company	01-bleach-9/30/20		10/16/2020	43.33
313 - Fastenal Company	01-bleach, roll towels-9/22/20		10/16/2020	50.68
4586 - Hill's Pet Nutrition Sales, INC	01-feline food-9/18/20		10/16/2020	54.36
3929 - IDEXX Laboratories, INC	01-F/F & HTW diagnostic tests		10/16/2020	1,211.13
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, anti microbial, tongue depressers-9/15/20		10/16/2020	366.43
4633 - Midwest Veterinary Supply, INC	01-fluids, vinyl exam gloves-9/8/20		10/16/2020	194.04
4633 - Midwest Veterinary Supply, INC	01-syringes-9/15/20		10/16/2020	124.80
4633 - Midwest Veterinary Supply, INC	01-probiotics, antibiotics, pain meds, shampoo-9/8/20		10/16/2020	226.76



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

4633 - Midwest Veterinary Supply, INC	01-milk replacer-9/4/20		10/16/2020	132.54
4137 - Patterson Veterinary Supply, INC	01-IV needles and tubing, pain meds-9/23/20		10/16/2020	271.51
Account 52210 - Institutional Supplies Totals			Invoice 11	<u>\$5,367.82</u>
			Transactions	
Account 52310 - Building Materials and Supplies				
53005 - Menards, INC	01-FRP pieces for cat colony		10/16/2020	7.43
Account 52310 - Building Materials and Supplies Totals			Invoice 1	<u>\$7.43</u>
			Transactions	
Account 53130 - Medical				
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-dental surgery, s/n surgery, diagnostic services-9/22/20		10/16/2020	1,134.63
Account 53130 - Medical Totals			Invoice 1	<u>\$1,134.63</u>
			Transactions	
Account 53610 - Building Repairs				
1537 - Indiana Door & Hardware Specialties, INC	01-Yale architectural series closer for ACC	BC 2019-123	10/16/2020	208.00
Account 53610 - Building Repairs Totals			Invoice 1	<u>\$208.00</u>
			Transactions	
Account 53990 - Other Services and Charges				
4963 - David A Blais	01-microscope cleaning and repair		10/16/2020	240.00
Account 53990 - Other Services and Charges Totals			Invoice 1	<u>\$240.00</u>
			Transactions	
Program 010000 - Main Totals			Invoice 18	<u>\$7,122.88</u>
			Transactions	
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
6529 - BloomingPaws, LLC	01-HTW treatment-9/22/20		10/16/2020	205.66
6529 - BloomingPaws, LLC	01-HTW treatment-9/29/20		10/16/2020	86.35
175 - Monroe County Humane Association, INC	01-vet visit, exam, diagnostics-9/15-9/16/20		10/16/2020	582.35



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

		Account 53130 - Medical Totals	Invoice 3	\$874.36
			Transactions	
		Program 010001 - Donations Over \$5K Totals	Invoice 3	\$874.36
			Transactions	
		Department 01 - Animal Shelter Totals	Invoice 21	\$7,997.24
			Transactions	
Department 02 - Public Works				
Program 020000 - Main				
Account 46060 - Other Violations				
Alan Habansky		26-refund over payment pkg citation #20201501929	10/16/2020	20.00
		Account 46060 - Other Violations Totals	Invoice 1	\$20.00
			Transactions	
Account 52110 - Office Supplies				
6530 - Office Depot, INC		02-Admin Office Supplies/2021 Calendar	10/16/2020	54.99
6530 - Office Depot, INC		02/Admin Office Contract Folders	10/16/2020	32.99
		Account 52110 - Office Supplies Totals	Invoice 2	\$87.98
			Transactions	
Account 53210 - Telephone				
1079 - AT&T		02-Radio Circuits-phone charges 8/29-9/28/20	10/05/2020	180.64
		Account 53210 - Telephone Totals	Invoice 1	\$180.64
			Transactions	
		Program 020000 - Main Totals	Invoice 4	\$288.62
			Transactions	
		Department 02 - Public Works Totals	Invoice 4	\$288.62
			Transactions	
Department 03 - City Clerk				
Program 030000 - Main				
Account 53220 - Postage				
3560 - First Financial Bank / Credit Cards		03-USPS-PSLIT mailings-certified/return receipt- 9/2/20	10/16/2020	201.55



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

3560 - First Financial Bank / Credit Cards

03-USPS-PSLIT mailings-certified-9/23/20/ 10/16/2020 119.80

3560 - First Financial Bank / Credit Cards

03-USPS PSLIT mailings-stamps-9/25/20 10/16/2020 82.65

Account 53220 - Postage Totals	Invoice 3	\$404.00
	Transactions	
Program 030000 - Main Totals	Invoice 3	\$404.00
	Transactions	
Department 03 - City Clerk Totals	Invoice 3	\$404.00
	Transactions	

Department 04 - Economic & Sustainable Dev

Program 040000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC

04 - Miscellaneous Office Supplies - Deposit Slips 10/16/2020 30.99

Account 52110 - Office Supplies Totals	Invoice 1	\$30.99
	Transactions	

Account 53160 - Instruction

7482 - Jane G Kupersmith

04 - Reimbursement for Payment to Crossroads for Training 09/30/2020 25.00

7482 - Jane G Kupersmith

04 - Reimbursement for Software for Lean Six Sigma Training 09/30/2020 125.00

3560 - First Financial Bank / Credit Cards

04 - Virtual Conference Registration Fee for Clear Impact - Jan 10/16/2020 185.00

Account 53160 - Instruction Totals	Invoice 3	\$335.00
	Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

7214 - Pale Blue Dot, LLC

04 - Climate Vulnerability Assessment (50% of total) 10/16/2020 8,178.25

Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	\$8,178.25
	Transactions	

Account 53910 - Dues and Subscriptions

53442 - Paragon Micro, INC

04 - Monthly Power BI allocated subscription (ESD) 09/30/2020 18.32

7357 - Rachel Beyer (Employee)

04 - Reimbursement for GoDaddy Fees for Online Market 10/16/2020 34.64



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7357 - Rachel Beyer (Employee)	04 - Reimbursement for GoDaddy Fees for Online Market	10/16/2020	6.99
7357 - Rachel Beyer (Employee)	04 - Reimbursement for GoDaddy Fees for Online Market	10/16/2020	6.99
7357 - Rachel Beyer (Employee)	04 - Reimbursement for GoDaddy Fees for Online Market	10/16/2020	6.99
7357 - Rachel Beyer (Employee)	04 - Reimbursement for GoDaddy Fees for Online Market	10/16/2020	6.99
7357 - Rachel Beyer (Employee)	04 - Reimbursement for GoDaddy Fees for Online Market	10/16/2020	6.99
3560 - First Financial Bank / Credit Cards	04 - 2020 HootSuite Monthly Subscription (ESD)	10/16/2020	5.99
Account 53910 - Dues and Subscriptions Totals		Invoice 8 Transactions	\$93.90
Account 53960 - Grants			
4087 - White Rabbit Corporation	04 - Paper Pavilion Exhibition Print Photography Materials	10/16/2020	135.00
Account 53960 - Grants Totals		Invoice 1 Transactions	\$135.00
Account 53970 - Mayor's Promotion of Business			
7431 - Esteban Garcia Bravo	04 - Trades District Garage Art Installation Proposal - Bravo	09/30/2020	500.00
7466 - Maria Emma Meza	04 - Trades District Garage Art Installation Proposal - Meza	09/30/2020	500.00
7480 - Aurora Robson (Lumenhouse LLC)	04 - Trades District Garage Art Installation Proposal - Robson	09/30/2020	250.00
7473 - Jeremiah Teipen	04 - Trades District Garage Art Installation Proposal - Teipen	09/30/2020	250.00
Account 53970 - Mayor's Promotion of Business Totals		Invoice 4 Transactions	\$1,500.00
Account 53990 - Other Services and Charges			
6805 - Greater Indiana Clean Cities, INC	04 - Grant Writing Assistance - VW EV Infrastructure	09/30/2020	2,500.00
6515 - Green Camino, INC	04-	09/30/2020	300.00
Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	\$2,800.00
Program 040000 - Main Totals		Invoice 20 Transactions	\$13,073.14



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Department 04 - Economic & Sustainable Dev Totals		Invoice 20	\$13,073.14
		Transactions	
Department 06 - Controller's Office			
Program 060000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	06-post-it notes	10/16/2020	7.08
6530 - Office Depot, INC	06-note pads, correction tape	10/16/2020	20.72
Account 52110 - Office Supplies Totals		Invoice 2	\$27.80
		Transactions	
Account 53990 - Other Services and Charges			
5648 - Reedy Financial Group, PC	06- Financial Planning Prep	10/16/2020	9,894.12
5648 - Reedy Financial Group, PC	06 Financial Service TIF	10/16/2020	5,617.50
2128 - Van Ausdall & Farrar, INC	06-OnBase ECM Software installation and training	10/16/2020	12,000.00
1352 - Cornerstone Planning & Design INC	18- Project Management	10/16/2020	4,808.80
Account 53990 - Other Services and Charges Totals		Invoice 4	\$32,320.42
		Transactions	
Program 060000 - Main Totals		Invoice 6	\$32,348.22
		Transactions	
Department 06 - Controller's Office Totals		Invoice 6	\$32,348.22
		Transactions	
Department 09 - CFRD			
Program 090000 - Main			
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	09- LBMC Leadership registration for Schaich, Shermis, Moss	10/16/2020	45.00
Account 53160 - Instruction Totals		Invoice 1	\$45.00
		Transactions	
Account 53990 - Other Services and Charges			



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231 - Indiana University Health Bloomington, INC

09-Be More Awards Activate Award recipient 10/16/2020 100.00

7505 - Institute for American Values (Braver Angels)

09-Be More Awards Activate Award recipient 10/16/2020 100.00

Account 53990 - Other Services and Charges Totals	Invoice 2	\$200.00
	Transactions	
Program 090000 - Main Totals	Invoice 3	\$245.00
	Transactions	
Department 09 - CFRD Totals	Invoice 3	\$245.00
	Transactions	

Department 10 - Legal

Program 100000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC

10-pens, post-it-notes 10/16/2020 15.48

Account 52110 - Office Supplies Totals	Invoice 1	\$15.48
	Transactions	

Account 53120 - Special Legal Services

3560 - First Financial Bank / Credit Cards

10-recording fee-9/22/20-inc. processing fee 10/16/2020 28.50

7501 - Indianapolis Bar Association

10-Moot court fees 10/16/2020 500.00

20275 - The Travelers Indemnity

10-Schooner Creek Farm famers market matter 10/16/2020 4,753.50

Account 53120 - Special Legal Services Totals	Invoice 3	\$5,282.00
	Transactions	
Program 100000 - Main Totals	Invoice 4	\$5,297.48
	Transactions	

Program 101000 - Human Rights

Account 52410 - Books

6022 - Simplify Compliance Holdings, LLC (BLR)

10- BHRC books FMLA handbook 10/16/2020 536.99

Account 52410 - Books Totals	Invoice 1	\$536.99
	Transactions	

Account 53220 - Postage



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3560 - First Financial Bank / Credit Cards

10-flat rate envelope 1 day express shipping	10/16/2020	26.35
Account 53220 - Postage Totals		Invoice 1
		Transactions
		<hr/>
		\$26.35
Program 101000 - Human Rights Totals		Invoice 2
		Transactions
		<hr/>
		\$563.34
Department 10 - Legal Totals		Invoice 6
		Transactions
		<hr/>
		\$5,860.82

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **52110 - Office Supplies**

5819 - Synchrony Bank

11-laminating pouches for signs	10/16/2020	22.99
Account 52110 - Office Supplies Totals		Invoice 1
		Transactions
		<hr/>
		\$22.99

Account **52420 - Other Supplies**

3560 - First Financial Bank / Credit Cards

11-adapter for Innovation programming	10/16/2020	42.79
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1096 - Thomas M Renneisen

11-reimbursement for lunch (Fire negotiations #7)	10/16/2020	69.46
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Account 52420 - Other Supplies Totals		Invoice 2
		Transactions
		<hr/>
		\$112.25

Account **53310 - Printing**

501 - Karl Clark (KC Designs)

11-printing letterhead/envelopes	10/16/2020	160.00
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Account 53310 - Printing Totals		Invoice 1
		Transactions
		<hr/>
		\$160.00

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

11-transcription for mayor's videos Aug 3/10/17/25/31	10/16/2020	22.50
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3560 - First Financial Bank / Credit Cards

11-transcription for mayor's video Sept 8	10/16/2020	6.25
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3560 - First Financial Bank / Credit Cards

11-transcription for mayor's video June 16 and Sept 14	10/16/2020	11.25
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3560 - First Financial Bank / Credit Cards

11-limited criminal history search for notary process	10/16/2020	16.32
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3560 - First Financial Bank / Credit Cards

11-notary application process 10/16/2020 75.00

1847 - Hylant of Indianapolis, LLC

11-notary bond (Western Surety Company) 10/16/2020 75.00

Account 53990 - Other Services and Charges Totals	Invoice 6	\$206.32
	Transactions	
Program 110000 - Main Totals	Invoice 10	\$501.56
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 10	\$501.56
	Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC

12-envelopes, yellow copy paper, shredder bags 10/16/2020 48.23

\$48.23

Account 52110 - Office Supplies Totals	Invoice 1	\$48.23
	Transactions	

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards

12 Credit for SHRM Conference Cancellation/ E 10/16/2020 (1,550.00)

Fields \$1550.00

Account 53160 - Instruction Totals	Invoice 1	(\$1,550.00)
	Transactions	

Account 53320 - Advertising

3560 - First Financial Bank / Credit Cards

12-Job Advertisement \$99.00 10/16/2020 99.00

3560 - First Financial Bank / Credit Cards

12-Job Advertisement \$75.00 10/16/2020 75.00

3560 - First Financial Bank / Credit Cards

12-Job Advertisement \$225.00 10/16/2020 225.00

3560 - First Financial Bank / Credit Cards

12-Job Advertisement \$45.00 10/16/2020 45.00

3560 - First Financial Bank / Credit Cards

12-Job Advertisement \$350.00 10/16/2020 350.00

3560 - First Financial Bank / Credit Cards

12-Job Advertisement \$199.00 10/16/2020 199.00

3560 - First Financial Bank / Credit Cards

12-IML Job Posting \$45.00 10/16/2020 45.00



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3560 - First Financial Bank / Credit Cards	12-ITE Job Posting \$295.00	10/16/2020	295.00
3560 - First Financial Bank / Credit Cards	12-NSBE Job Posting \$350.00	10/16/2020	350.00
Account 53320 - Advertising Totals		Invoice 9 Transactions	<hr/> \$1,683.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	Steve Miller 2020 SHRM Dues	10/16/2020	219.00
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	<hr/> \$219.00
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	12-Crossroads Systemic Racism Training \$25.00	10/16/2020	25.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$25.00
Program 120000 - Main Totals		Invoice 13 Transactions	<hr/> \$425.23
Department 12 - Human Resources Totals		Invoice 13 Transactions	<hr/> \$425.23
Department 13 - Planning			
Program 130000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
8305 - Schmidt Associates, INC	13-City Architect-Proj Review-serv. 12/1-12/31/2019	10/16/2020	1,187.50
8305 - Schmidt Associates, INC	13-City Architect-Proj Review-serv. 6/1-6/30/20	10/16/2020	2,502.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 2 Transactions	<hr/> \$3,690.00
Program 130000 - Main Totals		Invoice 2 Transactions	<hr/> \$3,690.00
Department 13 - Planning Totals		Invoice 2 Transactions	<hr/> \$3,690.00
Department 19 - Facilities Maintenance			
Program 190000 - Main			



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Account 52310 - Building Materials and Supplies

395 - Kirby Risk Corp	19-Electrical Repair Materials= (2) ELE BALLAST 120-277V		10/16/2020	52.18
394 - Kleindorfer Hardware & Variety	19-12) 4" roller covers & 1 spray bottle for Facilities		10/16/2020	26.37
394 - Kleindorfer Hardware & Variety	19-8pc bit set, 5/8 hole screw, #2bit, torxbit, 7"Torx screw		10/16/2020	66.29
53005 - Menards, INC	19-4"flex joint compound, fastgrab adhesive facilities		10/16/2020	26.22
53005 - Menards, INC	19-Aubrey 2H 4" lav ch for facilities maintenance		10/16/2020	58.00
53005 - Menards, INC	19-return of bathroom faucet		10/16/2020	(58.00)
Account 52310 - Building Materials and Supplies Totals			Invoice 6 Transactions	\$171.06

Account 52420 - Other Supplies

1537 - Indiana Door & Hardware Specialties, INC	19-Medeco Core Locks for city stock	BC 2019-123	10/16/2020	599.00
5819 - Synchrony Bank	19-Papertowels for facilities		10/16/2020	68.82
Account 52420 - Other Supplies Totals			Invoice 2 Transactions	\$667.82

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ City Hall Council Office		10/16/2020	75.00
Account 53140 - Exterminator Services Totals			Invoice 1 Transactions	\$75.00

Account 53170 - Mgt. Fee, Consultants, and Workshops

2369 - BFW Crane, INC	19-Contract for Eng. Services for Masonry Repairs at City Hall	BC 2019-135	10/16/2020	832.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice 1 Transactions	\$832.00

Account 53610 - Building Repairs

4483 - City Lawn Corporation	19-SA Mowing Services at 3410 S Walnut 9/4,9/15	BC 2019-121	10/16/2020	240.00
4483 - City Lawn Corporation	19-SA Mowing Services @ACC 8/3,11,18,28	BC 2019-121	10/16/2020	480.00



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4483 - City Lawn Corporation	19-SA Mowing @ ACC on 7/1,8,24	BC 2019-121	10/16/2020	360.00
4483 - City Lawn Corporation	19-SA Mowing on 1910 W 3rd 9/3	BC 2019-121	10/16/2020	40.00
4483 - City Lawn Corporation	19-SA Mowing on 1910 W 3rd 8/5,12,19,26	BC 2019-121	10/16/2020	160.00
4483 - City Lawn Corporation	19-SA Mowing on 4th/Washington 7/1,13,22,28	BC 2019-121	10/16/2020	120.00
4483 - City Lawn Corporation	19-SA Mowing on 4th/Washington 8/4,10,17,24	BC 2019-121	10/16/2020	120.00
4483 - City Lawn Corporation	19-SA Mowing 4th/Washington 9/1,9/15	BC 2019-121	10/16/2020	60.00
4483 - City Lawn Corporation	19-SA Mowing Tapp/Rockport 7/22,31	BC 2019-121	10/16/2020	70.00
4483 - City Lawn Corporation	19-SA 2541 W 3rd Mowing 7/1,14,23,29	BC 2019-121	10/16/2020	200.00
4483 - City Lawn Corporation	19-SA Mowing 2541 W 3rd 8/5,12,19,26	BC 2019-121	10/16/2020	200.00
4483 - City Lawn Corporation	19-SA Mowing 2541 W 3rd 9/2	BC 2019-121	10/16/2020	50.00
4483 - City Lawn Corporation	19-SA Mowing on 2nd & Weimer 8/6,11,27	BC 2019-121	10/16/2020	105.00
4483 - City Lawn Corporation	19-SA Mowing 2nd/Weimer 9/22	BC 2019-121	10/16/2020	35.00
4483 - City Lawn Corporation	19-SA Mowing W 3rd St 7/1, 13, 24, 31	BC 2019-121	10/16/2020	160.00
4483 - City Lawn Corporation	19-SA Mowing on 2nd/Weimer 7/1,21,31	BC 2019-121	10/16/2020	105.00
4483 - City Lawn Corporation	19-SA Mowing on Tapp & Rockport Rd 9/10	BC 2019-121	10/16/2020	35.00
4483 - City Lawn Corporation	19-SA Tapp/Rockport Mowing 8/6,8/28	BC 2019-121	10/16/2020	70.00
321 - Harrell Fish, INC (HFI)	19-SARepair of Blower Motor in IT Server Room	BC 2019-62	10/16/2020	3,120.00
321 - Harrell Fish, INC (HFI)	19-SA Repair of Loop Water Temp on Cooling Tower	BC 2019-23	10/16/2020	1,648.00
		Account 53610 - Building Repairs Totals	Invoice 20 Transactions	<u>\$7,378.00</u>
Account 54510 - Other Capital Outlays				
18844 - First Financial Bank, N.A.	19-Escrow for City Hall Fluid Cooler Replacement	BC 2020-39	10/16/2020	2,625.00



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321 - Harrell Fish, INC (HFI)

19-Contract-City Hall Fluid Cooling Replacement	BC 2020-39	10/16/2020	49,875.00
Account 54510 - Other Capital Outlays Totals	Invoice 2		<u>\$52,500.00</u>
	Transactions		
Program 190000 - Main Totals	Invoice 32		<u>\$61,623.88</u>
	Transactions		
Department 19 - Facilities Maintenance Totals	Invoice 32		<u>\$61,623.88</u>
	Transactions		

Department **28 - ITS**

Program **280000 - Main**

Account **52420 - Other Supplies**

6222 - Apple, INC

28 - Mouse for Chris England		10/16/2020	99.00
Account 52420 - Other Supplies Totals	Invoice 1		<u>\$99.00</u>
	Transactions		

Account **53210 - Telephone**

1079 - AT&T

28-phone chares 8/20-9/19/20-#812 339-2261 261 1		09/30/2020	5,718.30
Account 53210 - Telephone Totals	Invoice 1		<u>\$5,718.30</u>
	Transactions		

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

28-monthly recording/monthly webinar-8/20- 9/19/20		10/16/2020	180.00
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3560 - First Financial Bank / Credit Cards

28 - Google API - September 2020		10/16/2020	52.07
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Account 53910 - Dues and Subscriptions Totals	Invoice 2		<u>\$232.07</u>
	Transactions		
Program 280000 - Main Totals	Invoice 4		<u>\$6,049.37</u>
	Transactions		
Department 28 - ITS Totals	Invoice 4		<u>\$6,049.37</u>
	Transactions		
Fund 101 - General Fund (S0101) Totals	Invoice 124		<u>\$132,507.08</u>
	Transactions		

Fund **249 - Grants Non Approp**

Department **04 - Economic & Sustainable Dev**



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Program **G17018 - Bloomington Wide Brownfields**

Account **53170 - Mgt. Fee, Consultants, and Workshops**

4571 - BCA Environmental Consultants, LLC	04-	09/30/2020	11,890.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	09/30/2020	210.00
4571 - BCA Environmental Consultants, LLC	04-	09/30/2020	312.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	09/30/2020	2,543.92
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	09/30/2020	175.00

Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 5	<u>\$15,130.92</u>
	Transactions	
Program G17018 - Bloomington Wide Brownfields Totals	Invoice 5	<u>\$15,130.92</u>
	Transactions	
Department 04 - Economic & Sustainable Dev Totals	Invoice 5	<u>\$15,130.92</u>
	Transactions	
Fund 249 - Grants Non Approp Totals	Invoice 5	<u>\$15,130.92</u>
	Transactions	

Fund **312 - Community Services**

Department **09 - CFRD**

Program **090004 - Com Serv- Accessibility**

Account **52420 - Other Supplies**

5819 - Synchrony Bank	09-Amazon--Kindle books for CCA event	10/16/2020	59.95
5819 - Synchrony Bank	09-Amazon - Books for CCA Event	10/16/2020	381.50

Account 52420 - Other Supplies Totals	Invoice 2	<u>\$441.45</u>
	Transactions	
Program 090004 - Com Serv- Accessibility Totals	Invoice 2	<u>\$441.45</u>
	Transactions	

Program **090014 - Latino Programs**

Account **52420 - Other Supplies**



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203 - INDIANA UNIVERSITY

09-silicone bracelets for Fiesta del Otono	10/16/2020	100.00
Account 52420 - Other Supplies Totals	Invoice 1	<u>\$100.00</u>
	Transactions	

Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards

09-Master Rental--generator for Fiesta del Otono	10/16/2020	175.38
Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$175.38</u>
	Transactions	
Program 090014 - Latino Programs Totals	Invoice 2	<u>\$275.38</u>
	Transactions	

Program **G20009 - 2020 COVID Safe Recovery Site**

Account **53960 - Grants**

1618 - Shalom Community Center INC

09-Monroe County Isolation Center and COVID-19 related expenses	10/16/2020	144,487.97
Account 53960 - Grants Totals	Invoice 1	<u>\$144,487.97</u>
	Transactions	
Program G20009 - 2020 COVID Safe Recovery Site Totals	Invoice 1	<u>\$144,487.97</u>
	Transactions	
Department 09 - CFRD Totals	Invoice 5	<u>\$145,204.80</u>
	Transactions	
Fund 312 - Community Services Totals	Invoice 5	<u>\$145,204.80</u>
	Transactions	

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

Department **20 - Street**

Program **200000 - Main**

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

223 - Duke Energy	02-3rd & Westplex-equip & electric chgs-8/21-9/22/20	BC 2019-69	09/30/2020	17.93
223 - Duke Energy	02-2nd&Patterson-Signal-elec. chgs 8/21-9/22/20		09/30/2020	49.31
223 - Duke Energy	02-Greenbriar Crosswalk-elec. chgs 6/23-7/16/20		09/30/2020	6.91
223 - Duke Energy	02-Greenbriar Crosswalk-elec. chgs 7/16-8/14/20		09/30/2020	10.56



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223 - Duke Energy	02-Greenbriar Crosswalk-elec. chgs 8/14-9/15/20	09/30/2020	11.41
223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 7/27-8/25/20	10/05/2020	10.72
223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 8/25-9/24/20	10/05/2020	10.85
223 - Duke Energy	02-Alley Activation Project-elec. bill 8/26-9/25/20 BC 2019-68	10/05/2020	22.71
223 - Duke Energy	02-Various locations-street lght chgs. 8/26-9/25/20 BC 2010-23	10/05/2020	26.50
223 - Duke Energy	02-Countryside & Sunflower-street light chgs-8/26-9/25/20 BC 2018-101	10/05/2020	3.96
223 - Duke Energy	02-4th&Dunn metered surface lot-elec. chgs 8/31-9/30/20 BC 2019-72	10/05/2020	28.02
223 - Duke Energy	02-Middle Way House-alley-elec chgs 8/31-9/30/20 BC 2018-99	10/05/2020	9.32
223 - Duke Energy	02-420 E. 19th-HAWK Signal-elec. bill 8/31-9/30/20	10/05/2020	18.98

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 13	\$227.18
	Transactions	
Program 200000 - Main Totals	Invoice 13	\$227.18
	Transactions	
Department 20 - Street Totals	Invoice 13	\$227.18
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 13	\$227.18
	Transactions	

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**

Account **52420 - Other Supplies**

313 - Fastenal Company	20-safety supplies-gloves, spray paint-9/17/20	10/16/2020	118.16
313 - Fastenal Company	20-safety suppllies-safety glasses-9/24/20	10/16/2020	42.60
6262 - Koenig Equipment, INC	20- BG56CD Stihl hand-held saw & chains	10/16/2020	154.73
349 - White River Cooperative, INC	20- Kerosene for Crews BC 2019-107A	10/16/2020	665.16



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		Account 52420 - Other Supplies Totals	Invoice 4 Transactions	\$980.65
Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20- Paging Service for Snow Control-November 2020		10/16/2020	87.26
		Account 53250 - Pagers Totals	Invoice 1 Transactions	\$87.26
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/23/20	BC 2009-52	10/16/2020	16.25
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/23/20		10/16/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-9/30/20	BC 2009-52	10/16/2020	16.25
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-9/30/20		10/16/2020	34.28
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	\$101.06
		Program 200000 - Main Totals	Invoice 9 Transactions	\$1,168.97
		Department 20 - Street Totals	Invoice 9 Transactions	\$1,168.97
		Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice 9 Transactions	\$1,168.97
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 43160 - Lot/Garage Leases - Annual				
Linda Brown	26-refund garage pkg permit-canceled		10/16/2020	54.00
		Account 43160 - Lot/Garage Leases - Annual Totals	Invoice 1 Transactions	\$54.00
Account 52210 - Institutional Supplies				
8002 - Safeguard Business Systems, INC	26-Deposit Ticket Books for Parking Garages		10/16/2020	131.07



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	Account 52210 - Institutional Supplies Totals	Invoice 1 Transactions	\$131.07
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	26-Water Shut off valve, 2 brooms for Parking Garage	10/16/2020	52.47
	Account 52310 - Building Materials and Supplies Totals	Invoice 1 Transactions	\$52.47
Account 53610 - Building Repairs			
393 - KONE, INC	26-Repair of Elevator Door at Walnut St Garage	10/16/2020	4,362.55
227 - Otis Elevator Company	26-Repair of Call Light & Elevator Doors at Walnut St Garage	BC 2019-29 10/16/2020	570.00
227 - Otis Elevator Company	26-Elevator Cab Stuck at Walnut St Garage	BC 2019-29 10/16/2020	1,307.50
227 - Otis Elevator Company	26-Service Contract for Walnut Street Garage	BC 2019-29 10/16/2020	5,709.77
227 - Otis Elevator Company	26-Service Contract for Walnut Street Garage	BC 2019-29 10/16/2020	8,773.44
	Account 53610 - Building Repairs Totals	Invoice 5 Transactions	\$20,723.26
Account 53650 - Other Repairs			
6197 - CE Solutions, INC	26-Design Services for 10 yr. Capital Repairs at Walnut Garage	BC 2020-07 10/16/2020	2,590.00
	Account 53650 - Other Repairs Totals	Invoice 1 Transactions	\$2,590.00
Account 53830 - Bank Charges			
18844 - First Financial Bank, N.A.	26-Aug Bank Fees 2020		1,583.40
	Account 53830 - Bank Charges Totals	Invoice 1 Transactions	\$1,583.40
Account 53840 - Lease Payments			
512 - 7th & Walnut , LLC	26-Walnut St Garage-November 2020 garage rent	10/16/2020	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-November 2020 rent	10/16/2020	38,035.85
	Account 53840 - Lease Payments Totals	Invoice 2 Transactions	\$56,795.83



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

Account 52340 - Other Repairs and Maintenance

603 - Traffic Control Corporation	20 -LED 16" Ped Inserts	10/16/2020	2,820.00
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Account 52340 - Other Repairs and Maintenance Totals	Invoice 1 Transactions	\$2,820.00
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Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-paint for Downtown Square-9/21/20	10/16/2020	75.94
5594 - Bloomington Hardware Co., INC	20-10 bales of straw for sidewalk projects	10/16/2020	62.90
394 - Kleindorfer Hardware & Variety	20-Milling Machine-block, PB blaster	10/16/2020	46.96
394 - Kleindorfer Hardware & Variety	20-spray paint-gray	10/16/2020	19.96
394 - Kleindorfer Hardware & Variety	20-silicone, zip ties	10/16/2020	17.98
394 - Kleindorfer Hardware & Variety	20-Milling Machine-impact socket, 5' extension	10/16/2020	33.48

Account 52420 - Other Supplies Totals	Invoice 6 Transactions	\$257.22
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Account 53640 - Hardware and Software Maintenance

6222 - Apple, INC	20 -Ipads air/mini 2yr-phx (2)-Lucity in field	10/16/2020	118.00
6222 - Apple, INC	20- Ipads (2) Lucity in field	10/16/2020	798.00

Account 53640 - Hardware and Software Maintenance Totals	Invoice 2 Transactions	\$916.00
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Program 200000 - Main Totals	Invoice 13 Transactions	\$6,124.72
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Department 20 - Street Totals	Invoice 13 Transactions	\$6,124.72
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Fund 456 - MVH Restricted Totals	Invoice 13 Transactions	\$6,124.72
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Fund 601 - Cumulative Capital Devlp(S2391)

Department 02 - Public Works

Program 020000 - Main



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

Account 52330 - Street , Alley, and Sewer Material

19278 - Milestone Contractors, LP	20-surface-Alley-3rd Street-7.70 tons-9/23/20	BC 2019-135	10/16/2020	365.75
19278 - Milestone Contractors, LP	20-surface-Hillside-81.93 tons-9/24/20	BC 2020-13	10/16/2020	3,891.69

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 2	\$4,257.44
	Transactions	
Program 020000 - Main Totals	Invoice 2	\$4,257.44
	Transactions	
Department 02 - Public Works Totals	Invoice 2	\$4,257.44
	Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 2	\$4,257.44
	Transactions	

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 52420 - Other Supplies

7076 - Beaver Research Company	16-Supplies to wash trucks-Foaming Degreaser		10/16/2020	613.45
53005 - Menards, INC	16-materials to replace mailbox for resident		10/16/2020	48.13

Account 52420 - Other Supplies Totals	Invoice 2	\$661.58
	Transactions	

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control at Sanitation		10/16/2020	125.00
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Account 53140 - Exterminator Services Totals	Invoice 1	\$125.00
	Transactions	

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/16/20	BC 2009-52	10/16/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/16/20		10/16/2020	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/23/20	BC 2009-52	10/16/2020	11.14



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/23/20		10/16/2020	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-9/30/20	BC 2009-52	10/16/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-9/30/20		10/16/2020	23.26
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 6 Transactions	\$103.20
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 9/1-9/15/20		10/16/2020	16,371.65
52226 - Hoosier Transfer Station-3140	16-recycling fees - 9/1-9/15/20		10/16/2020	4,834.90
Account 53950 - Landfill Totals			Invoice 2 Transactions	\$21,206.55
Program 160000 - Main Totals			Invoice 11 Transactions	\$22,096.33
Department 16 - Sanitation Totals			Invoice 11 Transactions	\$22,096.33
Fund 730 - Solid Waste (\$6401) Totals			Invoice 11 Transactions	\$22,096.33
Fund 800 - Risk Management(S0203)				
Department 10 - Legal				
Program 100000 - Main				
Account 52430 - Uniforms and Tools				
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Raper (10EE)-9/15/20		10/16/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Mullis (10M)-9/22/20		10/16/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Ritchel (11)-8/5/20		10/16/2020	64.98
1448 - Shoe Carnival, INC	10-safety shoes-Schlosseer (10.5)-8/21/20		10/16/2020	100.00
Account 52430 - Uniforms and Tools Totals			Invoice 4 Transactions	\$364.98
Account 53130 - Medical				



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

6647 - Jobe Allen Arthur	10- reimb for physical for CDL-9/29/20	10/16/2020	90.00
6434 - Kenneth D Johnson	10- reimb for physical for CDL-9/14/20	10/16/2020	100.00
7108 - Philip T Paris	10- reimb for physical for CDL-9/18/20	10/16/2020	90.00
4878 - James M Smith	10- reimb for physical for CDL-9/23/20	10/16/2020	100.00

Account 53130 - Medical Totals	Invoice 4	\$380.00
	Transactions	
Program 100000 - Main Totals	Invoice 8	\$744.98
	Transactions	
Department 10 - Legal Totals	Invoice 8	\$744.98
	Transactions	
Fund 800 - Risk Management(S0203) Totals	Invoice 8	\$744.98
	Transactions	

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

18539 - Life Insurance Company Of North America	12-August 2020 LINA \$35,298.78	10/16/2020	4,248.30
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$4,248.30
	Transactions	

Account 53990.1201 - Other Services and Charges Health Insurance

3928 - Aim Medical Trust	12-October 2020 AIM Medical Premiums \$907,379.40	10/07/2020	907,379.40
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17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$643.80		643.80
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Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 2	\$908,023.20
	Transactions	

Account 53990.1278 - Other Services and Charges Disability LTD

18539 - Life Insurance Company Of North America	12-August 2020 LINA \$35,298.78	10/16/2020	5,607.33
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Account 53990.1278 - Other Services and Charges Disability LTD Totals	Invoice 1	\$5,607.33
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

Program 120000 - Main Totals	Invoice 4	\$917,878.83
	Transactions	
Department 12 - Human Resources Totals	Invoice 4	\$917,878.83
	Transactions	
Fund 801 - Health Insurance Trust Totals	Invoice 4	\$917,878.83
	Transactions	

Fund 802 - Fleet Maintenance(\$9500)

Department 17 - Fleet Maintenance

Program 170000 - Main

Account 52230 - Garage and Motor Supplies

4693 - Monroe County Tire & Supply, INC	17-Bias industrial tube TR13	10/16/2020	10.00
4693 - Monroe County Tire & Supply, INC	17-tires-225/55R17 Yokohama Avid	10/16/2020	481.00
4693 - Monroe County Tire & Supply, INC	17-tires-215/55R16 (4)	10/16/2020	421.00
Account 52230 - Garage and Motor Supplies Totals		Invoice 3	\$912.00
		Transactions	

Account 52320 - Motor Vehicle Repair

244 - Bloomington Ford, INC	17-4 wheel alignment-9/16/20	10/16/2020	49.95
244 - Bloomington Ford, INC	17-parts-gasket, screen asy	10/16/2020	51.89
244 - Bloomington Ford, INC	17-parts-wheel asy	10/16/2020	435.37
5481 - Bright Equipment, INC (BobCat of Indy)	17 - #469 Cutting edge and bolts and nuts	10/16/2020	160.59
941 - Central Indiana Truck Equipment Corporation	17-truck parts-pin, lift pivot pin	10/16/2020	370.81
941 - Central Indiana Truck Equipment Corporation	17-truck parts-manifold stem/coil	10/16/2020	513.18
941 - Central Indiana Truck Equipment Corporation	17-truck parts-L/W grabber gear kit	10/16/2020	1,038.81
941 - Central Indiana Truck Equipment Corporation	17-truck parts-grabber gear kit, bearing, rod end, gasket	10/16/2020	1,336.31
941 - Central Indiana Truck Equipment Corporation	17-truck parts-40 IFM CONTR UPGR coil	10/16/2020	2,987.40



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

4335 - Circle Distributing, INC	17-parts-alternator	10/16/2020	282.43
4335 - Circle Distributing, INC	17-#487 core credit-Inv 03MR7239/03MQ8579	10/16/2020	(80.60)
3560 - First Financial Bank / Credit Cards	17 - 711 bearings (German Bliss Equipment)	10/16/2020	55.93
4044 - Industrial Hydraulics, INC	17-misc. fittings-coupling set	10/16/2020	235.70
4044 - Industrial Hydraulics, INC	17-repair/return hydraulic cyclinder	10/16/2020	378.74
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, 31P-MHD, MTP-65HD	10/16/2020	689.87
4439 - JX Enterprises, INC	17-peterbilt parts-hose-silicone grn/blue	10/16/2020	116.06
4439 - JX Enterprises, INC	17-peterbilt parts-harness, lamp-marker/turn indicator	10/16/2020	228.96
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - #955 Switch	10/16/2020	35.98
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957-stock mirrors	10/16/2020	186.24
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957-cartridge filter	10/16/2020	606.36
2974 - MacAllister Machinery Co, INC	17-CAT parts-connector, elbow, fittings	10/16/2020	33.12
2974 - MacAllister Machinery Co, INC	17-CAT parts-adapter, seal o-ring, connectors	10/16/2020	161.48
2974 - MacAllister Machinery Co, INC	17-CAT parts-seal-o-ring, hose asy, tube asy	10/16/2020	207.26
2974 - MacAllister Machinery Co, INC	17-CAT parts-seal-o-ring, sensor, gasket, seal	10/16/2020	288.64
2974 - MacAllister Machinery Co, INC	17-check & repair parking brake-6/11/20	10/16/2020	1,445.94
480 - Proveli, LLC (Hall Signs, INC)	17 - stock 10.5 City seals	10/16/2020	292.32
786 - Richard's Small Engine, INC	17-#711 seal kit	10/16/2020	58.44
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-misc parts/stock-August 2020	10/16/2020	4,158.96
54351 - Sternberg, INC	17-misc. parts-brakeshoe	10/16/2020	159.58
54351 - Sternberg, INC	17-misc. parts-brakeshield drum	10/16/2020	164.92



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

54351 - Sternberg, INC	17-misc. parts-sleeve 3/8102B	10/16/2020	7.74
54351 - Sternberg, INC	17-misc. parts-cover PTO 300G	10/16/2020	11.14
54351 - Sternberg, INC	17-misc. parts-sensor, PRE600C	10/16/2020	75.37
582 - Town & Country Chrysler Dodge Jeep, INC	17-misc. parts-cooler: condenser, seal:slim line	10/16/2020	416.33
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-front/rear disc pad kits (1 each), 2 brake rotors	10/16/2020	483.20
582 - Town & Country Chrysler Dodge Jeep, INC	17-misc. parts-front/rear disc pad kits (2 each), 2 brake rotors	10/16/2020	683.20
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. parts-spring, front shackle	10/16/2020	406.64
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. parts-mag plug 3/4	10/16/2020	21.80
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-misc. parts-air spring-cab air suspension	10/16/2020	78.02
816 - Vermeer Of Indiana, INC	17 - #472 Controller	10/16/2020	833.62
2096 - West Side Tractor Sales CO.	17-JD parts-filters, kits	10/16/2020	94.84
Account 52320 - Motor Vehicle Repair Totals		Invoice 41	\$19,762.54
		Transactions	
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	17-supplies-12" 3PK 8T Diablo steel demon	10/16/2020	49.99
3560 - First Financial Bank / Credit Cards	17 - AM Diagnostics - wiTech software renewal	10/16/2020	800.00
177 - Indiana Oxygen Company, INC	17-02 tanks-5 year lease 9/18/20-9/17/25	10/16/2020	1,324.05
Account 52420 - Other Supplies Totals		Invoice 3	\$2,174.04
		Transactions	
Account 53620 - Motor Repairs			
244 - Bloomington Ford, INC	17 -#487 diagnostic services	10/16/2020	146.72
4474 - Ken's Westside Service & Towing, LLC	17-Unit #959-tow, scan computer system, check codes and data	10/16/2020	2,301.18
Account 53620 - Motor Repairs Totals		Invoice 2	\$2,447.90
		Transactions	



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

Account 53650 - Other Repairs

3286 - Peacetree, INC (PEI Maintenance)	17 - FuelMaster not communicating with Veeder Root	BC 2016-27	10/16/2020	130.50
3286 - Peacetree, INC (PEI Maintenance)	17 - Repairs to the FMU at Adams Street	BC 2016-27	10/16/2020	1,315.38

Account 53650 - Other Repairs Totals	Invoice 2 Transactions	\$1,445.88
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Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-9/23/20	BC 2009-52	10/16/2020	16.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-9/23/20		10/16/2020	70.08

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 2 Transactions	\$87.02
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Account 53990 - Other Services and Charges

3560 - First Financial Bank / Credit Cards	17-title fees-9/4/20		10/16/2020	15.00
3560 - First Financial Bank / Credit Cards	17-title fees-9/4/20		10/16/2020	30.00
3560 - First Financial Bank / Credit Cards	17-title fees-9/24/20		10/16/2020	60.00
3560 - First Financial Bank / Credit Cards	17-title fees-9/17/20		10/16/2020	30.00
3560 - First Financial Bank / Credit Cards	17-title fees-9/22/20		10/16/2020	15.00
204 - State Of Indiana	17 - UST permit fees		10/16/2020	540.00

Account 53990 - Other Services and Charges Totals	Invoice 6 Transactions	\$690.00
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Program 170000 - Main Totals	Invoice 59 Transactions	\$27,519.38
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Department 17 - Fleet Maintenance Totals	Invoice 59 Transactions	\$27,519.38
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Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 59 Transactions	\$27,519.38
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Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources



Board of Public Works Claim Register

Invoice Date Range 09/30/20 - 10/16/20

Program **120000 - Main**

Account **47090.1277 - Employee Contributions Disability STD**

18539 - Life Insurance Company Of North America	12-August 2020 LINA \$35,298.78	10/16/2020	9,701.33
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Account 47090.1277 - Employee Contributions Disability STD Totals	Invoice 1 Transactions	\$9,701.33
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Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/30/2020	23.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/01/2020	186.54
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/02/2020	555.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/05/2020	68.84
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/05/2020	505.48
17785 - The Howard E. Nyhart Company, INC	12-City URM	10/05/2020	175.40
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/07/2020	202.80
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical - City		90.00
17785 - The Howard E. Nyhart Company, INC	12-City URM		25.00

Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 9 Transactions	\$1,832.06
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Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-August 2020 LINA \$35,298.78	10/16/2020	15,741.82
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Account 53990.1273 - Other Services and Charges Term Life Totals	Invoice 1 Transactions	\$15,741.82
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Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	09/30/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/01/2020	71.53



Board of Public Works Claim Register

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17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/02/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/05/2020	6.69
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/07/2020	86.33
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 5 Transactions	<hr/> \$224.55
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		19,380.39
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1 Transactions	<hr/> \$19,380.39
Program 120000 - Main Totals		Invoice 17 Transactions	<hr/> \$46,880.15
Department 12 - Human Resources Totals		Invoice 17 Transactions	<hr/> \$46,880.15
Fund 804 - Insurance Voluntary Trust Totals		Invoice 17 Transactions	<hr/> \$46,880.15
Grand Totals		Invoice 283 Transactions	<hr/> <hr/> \$1,401,776.81

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/20/2020	Claims				1,401,776.81
					<u>1,401,776.81</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 \$ 1,401,776.81

Dated this 13th day of October 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_____