

Board of Public Works Meeting
October 27, 2020



Join Zoom Meeting

<https://bloomington.zoom.us/j/95017294995?pwd=MnpIYTVuUzJPQnVxV0U2MUdhcCtnUT09>

Meeting ID: 950 1729 4995

Passcode: 953794

One tap mobile

+13017158592,,95017294995#,,,,,0#,,953794# US (Germantown)

+13126266799,,95017294995#,,,,,0#,,953794# US (Chicago)

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)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 950 1729 4995

Passcode: 953794

Find your local number: <https://bloomington.zoom.us/j/95017294995?pwd=MnpIYTVuUzJPQnVxV0U2MUdhcCtnUT09>

**AGENDA
BOARD OF PUBLIC WORKS
OCTOBER 27, 2020**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, October 27, 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), Zoom or otherwise. Public comments and questions will be encouraged via bloomington.in.gov rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

1. Appeal Trash Citation # 46577 1203 N. Lincoln Unit A
2. Appeal Trash Citation # 46656 416 N. Lincoln Apt. 2

III. CONSENT AGENDA

1. Approval of Minutes – October 13, 2020
2. Resolution 2020-54: Approve Disposal of Surplus Property – Parking Enforcement
3. Approve Extension of Resolution 2020-28: Temporary Closure of Kirkwood to Expand Existing Seating Encroachments
4. Approve Outdoor Lighting Service Agreement for Atwater Ave. from Highland to Mitchell with Duke Energy
5. Approve Outdoor Lighting Service Agreement for Showers Complex Phase I and II with Duke Energy
6. Approve 2021 Service Agreements for Maintenance and Repair at City Facilities
7. Approval of Payroll

IV. NEW BUSINESS

1. Approve Memorandum of Understanding with CBU for Construction Cost Sharing on the 7th Street Bike Lane Improvements Project
2. Approve Preliminary Engineering Contract with VS Engineering, Inc. for the 1st Street Reconstruction Project
3. Approve Construction Inspection Contract with American Structurepoint, Inc. for the Jackson Creek Trail Phase II Project
4. Approve Request for Right-of-Way at 318-320 W. 3rd Street by Gilliate General Contractors. (November 02, 2020 – July 01, 2021)
5. Approve Amendment to Purchase Agreement with E-One for Ariel Fire Apparatus
6. Approve Renewal of Contracts for Primary and Secondary Asphalt Suppliers with Milestone Contractors, L.P. and E&B Paving, Inc.
7. Approve Cooperation Services Agreement Program Partnership with Big Boys Moving LLC in conjunction with Made Up Minds
8. Approve Cooperation Services Agreement Program Partnership with Centerstone

V. STAFF REPORTS & OTHER BUSINESS

1. Opening of Sealed Bids for Engineering Design for Renovation of Fire Station 1.

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.

STAFF REPORT
NOV APPEAL (garbage, recyclable materials, yard waste)

Appellant Information:

Name: Brett Abbott
Address: 1203 N. Lincoln Street, Apt. A
Date Appealed: 10/9/2020

NOV Information:

Date Issued: 10/8/2020
By: Norman Mosier, compliance officer
Where: 1203 N. Lincoln Street, Apt. A
For: Trash in yard

Attachments:

1. Notice of Violation
2. Written appeal by Mr. Abbott
3. Photographs
4. Proposed Order

Controlling Ordinance: BMC § 6.06.020; BMC § 6.06.070(a);
BMC § 6.06.070(b)(7)

Ordinance Language:

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

6.06.070(a) For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: **persons with any possessory interest in the property**; property owner(s); and/or any persons who have caused the violation. (Emphasis added).

6.06.070(b)(7) That the NOV may be appealed to the board, **provided the appeal is in writing and filed with the board no later than seven days from the date of the NOV.** (Emphasis added).

BMC § 6.04.100(b)(7) That the fine may be contested in the county circuit courts.

Discussion:

1. NOV #46577 regarding garbage deposited on the premises was timely appealed.
2. Norman Mosier observed garbage deposited on the Property.
3. It is a violation of BMC § 6.06.020 for any person to throw, place, or scatter or to suffer or permit any garbage to be placed or deposited on the premises owned, occupied or

controlled by such person either with or without the intent to later remove, cover, or burn it.

Staff Recommendation:

1. Deny the appeal of NOV #46577 regarding garbage deposited on the premises.



Notice of Violation

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

Date 10-8-20 Time 9:30 Address/location 1203 N. LINCOLN ST. 47408 UNIT A

Issued by: 207

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 Warning (No fine due at this time) Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at \$15.00/day per BMC 6.04.100(c).

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

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

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: REMOVE ALL SCATTERED TRASH FROM PROPERTY

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

Owner Name _____
 Address _____
 City _____ State _____
 Zip Code _____

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

BPW: _____

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

ID	Address	Owner	Owner Address	Agent	Tenants	Violation	Citation	Amount	Date Written	Due Date	Compliance Deadline	Inspector	Date Complied	Complied Status	Date Paid	Status	Legal Action
46577	1203 N LINCOLN ST UNIT A	Cadjon Development Llc	555 N MORTON ST	Sarge Rentals, Inc		Trash	FINE	50.00	10/08/2020	10/22/2020	10/15/2020	Norman Mosier 10/15/2020	10/09/2020	Complied		UNPAID	
46576	1203 N LINCOLN ST UNIT B	Cadjon Development Llc	555 N MORTON ST	Sarge Rentals, Inc		Trash	FINE	50.00	10/08/2020	10/22/2020	10/15/2020	Norman Mosier 10/15/2020	10/09/2020	Complied		UNPAID	
46575	1203 N LINCOLN ST UNIT C	Cadjon Development Llc	555 N MORTON ST	Sarge Rentals, Inc		Trash	FINE	50.00	10/08/2020	10/22/2020	10/15/2020	Norman Mosier 10/15/2020	10/09/2020	Complied		UNPAID	
46574	1203 N LINCOLN ST UNIT C	Cadjon Development Llc	555 N MORTON ST	Sarge Rentals, Inc		Cans at curb	FINE	15.00	10/08/2020	10/22/2020	10/09/2020	Norman Mosier 10/09/2020	10/09/2020	Complied		UNPAID	
46573	1203 N LINCOLN ST UNIT D	Cadjon Development Llc	555 N MORTON ST	Sarge Rentals, Inc		Trash	FINE	50.00	10/08/2020	10/22/2020	10/15/2020	Norman Mosier 10/15/2020	10/09/2020	Complied		UNPAID	
46003	1203 N LINCOLN ST D	Triple Double Llc	555 N MORTON ST	Sarge Rentals		Trash	WARNING		08/12/2020		08/19/2020	Norman Mosier 08/19/2020	08/14/2020	Complied		WARNING	
46002	1203 N LINCOLN ST C	Triple Double Llc	555 N MORTON ST	Sarge Rentals		Trash	WARNING		08/12/2020		08/19/2020	Norman Mosier 08/19/2020	08/14/2020	Complied		WARNING	
46001	1203 N LINCOLN ST B	Triple Double Llc	555 N MORTON ST	Sarge Rentals		Trash	WARNING		08/12/2020		08/19/2020	Norman Mosier 08/19/2020	08/14/2020	Complied		WARNING	
46000	1203 N LINCOLN ST A	Triple Double Llc	555 N MORTON ST	Sarge Rentals		Trash	WARNING		08/12/2020		08/19/2020	Norman Mosier 08/19/2020	08/14/2020	Complied		WARNING	



Recycling
Recycle Now
Recycling

09170 12987

09170 12987

09170 11000





NO PARKING
ANYTIME
ON THIS STREET
DURING THE
REAR END
REPAIRS

SARGE
RENTALS
800-800-0000

1203







Appeal of Trash Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Trash citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. All of these documents must be submitted within seven (7) days after the Trash citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: Brett Abbott Phone Number (630) 390-5895

Citation Number: _____ Date on Trash Citation: 10/8/2020

(Located in the top right hand corner of the citation)

Local Address:
1203 N. Lincoln St.
Apt. A
Bloomington, IN 47408

Permanent Address:
9059 Charing Cross Rd
Woodridge, IL 60517

Today's Date: _____

Reason for Appeal: 1. We could not identify more than 3 items of trash on the property at the time of citation, which seems insignificant. 2. No member of our house "threw, placed, or scattered" any of the items (clause 1 sec 6.06.020). 3. No member of the house knew these items were there, nor who put them there, since none of us have left the house since our quarantine began on 10/3. 4. The items were on the city owned parkway, therefore we did not "suffer or permit any garbage... to be placed or deposited on the premises owned, occupied, or controlled by the residents."

On this day, I submitted my completed appeal of Trash citation and received the date of _____
When the Board of Public Works will consider my appeal.

Brett Abbott
Signature

10/9/2020
Date

For use by Public Works:

Date Appeal Received: _____ Received By: _____
Date Appeal Forwarded to Legal Department: _____

City of Bloomington's Board of Public Works **Order on Appeal of Notice of Violation Ticket** **#46577**

This matter is before the Board of Public Works for Appeal of Notice of Violation under ticket number #46577 (the "NOV") at 1203 N. Lincoln Street, Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 27, 2020.

The Board of Public Works now finds as follows:

1. Mr. Brett Abbott ("Appellant") did timely appeal the NOV.
2. Appellant admits that he resides at the Property.
3. Norman Mosier inspected the property on 8/12/2020 and 10/8/2020 and observed trash and garbage located on the property.
4. It is a violation of BMC § 6.06.020 for any person to throw, place, or scatter or to suffer or permit any garbage to be placed or deposited on the premises owned, occupied or controlled by such person either with or without the intent to later remove, cover, or burn it.
5. The facts support a finding that Appellant did violate BMC § 6.06.020.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. The appeal of NOV #46577 is Denied

So Ordered this 27th Day of October, 2020.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington

STAFF REPORT
NOV APPEAL (garbage, recyclable materials, yard waste)

Appellant Information:

Name: Sam Lyon
Address: 416 North Lincoln Street, Apt. 2
Date Appealed: 10/16/2020

NOV Information:

Date Issued: 10/16/2020
By: Norman Mosier, compliance officer
Where: 416 North Lincoln Street, Apt. 2
For: Trash Containers and Garbage on premises.

Attachments:

1. Notices of Violation
2. Written appeal by Mr. Lyon
3. Proposed Order

Controlling Ordinance: Yard Waste: BMC § 6.06.020; BMC § 6.06.070(a);
BMC § 6.06.070(b)(7)
Trash Containers: BMC § 6.04.110; BMC § 6.04.100(b)(7)

Ordinance Language:

Garbage:

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

6.06.070(a) For purposes of issuing a NOV, the following persons shall be considered responsible parties, with liability for fines and responsibility for remedy of the violation: persons with any possessory interest in the property; property owner(s); and/or any persons who have caused the violation.

Trash Containers:

BMC § 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk so as to be visible from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

BMC § 6.04.100(b)(7) That the fine may be contested in the county circuit courts.

Discussion:

1. NOV #46656 was timely appealed.

2. NOV #46656 regarding trash containers is not an issue that the Board of Public Works may hear on appeal. Fees assessed for violation of BMC § 6.04.110 may only be contested in the county circuit courts.
3. That leaves only NOV #41765 regarding yard waste, which was issued on October 17, 2018, and timely appealed on October 24, 2018.
4. Norman Mosier observed garbage deposited upon the premises.
5. It is a violation of BMC § 6.06.020 to either be the one who places garbage on your own property or suffers or permits garbage to be deposited on your property.

Staff Recommendation:

1. Deny the appeal of NOV #46656 regarding trash containers as not being an issue that the Board of Public Works may hear on appeal.
2. Deny NOV #46656 regarding garbage.



Appeal of Trash Citation to the Board of Public Works

City of Bloomington
Department of Public Works
401 North Morton Street, Suite 120
Phone (812)349-3410
Email: Public.Works@Bloomington.IN.gov

Please complete this form in its entirety. Use black or blue ink only and Print legibly. A copy of the Trash citation you were issued **MUST** be attached to this form. You are encouraged to attach all documents that you believe support your appeal. **All of these documents must be submitted within seven (7) days** after the Trash citation was issued. The Board of Public Works will primarily consider the written materials submitted, including: this appeal form, documents you provide, a statement from the police officer including any complaints made, and staff recommendations. In addition, on the date given below, you will have the opportunity to speak to the Board for two minutes. You will be notified of the Board's decision by first class mail. If your appeal is denied, you may file an appeal with the Monroe County Circuit within seven (7) days from the date of the Board's decision.

Name: Sam Lyon Phone Number 317-607-2249

Citation Number: _____ Date on Trash Citation: 10-16-20
(Located in the top right hand corner of the citation)

Local Address:
416 N. Lincoln St. Apt. 2
Bloomington, IN, 47408

Permanent Address:
2200 NW Windemere Dr.
Jensen Beach, Florida, 34957

Today's Date: 10-16-20

Reason for Appeal: The trashcans for this property are shared between all 8 units. I do not understand how I am responsible for one of my neighbors leaving a bag of trash in the yard, or for placing the trashcans somewhere other than the side of the house. It does not seem reasonable that I am the one who has to pay these fines, all because my unit is on the front of the house. I have not been the one violating the rules, but I am the one who is having to pay for it.

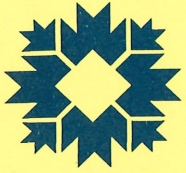
(You may continue on another page if necessary)

On this day, I submitted my completed appeal of Trash citation and received the date of _____
When the Board of Public Works will consider my appeal.

Sam Lyon
Signature

10-16-20
Date

For use by Public Works:
Date Appeal Received: _____ Received By: _____
Date Appeal Forwarded to Legal Department: _____



Notice of Violation

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

Date 10-16-20 Time 10:50 Address/location 416 N. LINCOLN ST. UNIT 2

Issued by: 207

BMC 6.04.110 Carts, containers and other articles to be picked up shall not be placed upon the street or sidewalk *so as to be visible* from the street more than twenty-four hours prior to the time when such solid waste, recycling or yard waste is to be collected. Carts and containers shall be removed from the street or sidewalk on the same day as the collection is made.

Fine Due: \$15.00 **Warning (No fine due at this time)** Ticket# _____

NOTE: Immediate compliance required in order to avoid additional violations/fines assessed at **\$15.00/day** per BMC 6.04.100(c).

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

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

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

BMC 6.06.050 It is unlawful for the owner of any lot or tract of ground within the city to allow it to become overgrown with weeds, grass, or noxious plants beyond the height of 8 inches or to such extent that the growth is detrimental to the public health and constitutes a nuisance.

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

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

Comments: REMOVE TRASH CANS AT CURBSIDE, PUT UP NEXT TO HOUSE, REMOVE ALL TRASH FROM CURBSIDE + IN FRONT OF UNIT.

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

Owner Name _____
Address _____
City _____ **State** _____
Zip Code _____

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

City of Bloomington's Board of Public Works
Order on Appeal of Notice of Violation
Ticket #46656

This matter is before the Board of Public Works for Appeal of Notices of Violations under ticket number #46656 (the "NOV") at 416 North Lincoln Street, Apartment 2, Bloomington, IN (the "Property"). The Board of Public Works received information regarding the NOV at its regular meeting on Tuesday, October 27, 2020.

The Board of Public Works now finds as follows:

1. Mr. Sam Lyon ("Appellant") did timely appeal NOV #46656.
2. NOV #46656 regarding trash containers is not an issue that the Board of Public Works may hear on appeal and should therefore be denied.
3. Appellant admits that he resides at the Property.
4. Norman Mosier inspected the property on 10/16/2020 and observed garbage deposited upon and around curb of the property.
5. It is a violation of BMC § 6.06.020 to either be the one who places garbage on your own property or suffers or permits garbage to be deposited on your property.
6. The facts support a finding that Appellant did violate BMC § 6.06.020 regarding garbage.

After reviewing all of the evidence and testimony presented, the Board of Public Works hereby Orders as follows:

1. Denies the appeal of NOV #46656 regarding trash containers as not being an issue that the Board of Public Works may hear on appeal.
2. Denies the appeal of NOV #46656 regarding garbage.

So Ordered this 27th Day of October, 2020.

Kyla Cox Deckard, President
Board of Public Works
City of Bloomington



416 1/2
N. LINCOLN
IN BACK

ONE WAY

Ψ

The Board of Public Works meeting was held on Tuesday, October 13, 2020 at 5:30 pm virtually through Zoom with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Dana Palazzo
Beth H. Hollingsworth

ROLL CALL

City Staff: Michael Large – Public Works
April Rosenberger – Public Works
Neil Kopper – Planning and Transportation
Roy Aten – Planning and Transportation
Sara Gomez – Planning and Transportation
Daniel Dixon – City Legal
Jacqueline Moore – City Legal

Hollingsworth wanted to state great job and to remind everyone to stay safe. Also reminded that leafing season was upon us.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes – September 29, 2020

2. Approval of Payroll

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

Neil Kopper, Planning & Transportation, presented Addendum #1 to the Agreement for Consulting Services for the 3rd Street and Indiana Avenue Intersection Improvements Project with Clark Dietz, Inc.

See meeting packet for details.

Board Comments: Hollingsworth asked if construction would be in the summer of 2021. Kopper confirmed.

Hollingsworth made a motion to approve Addendum #1 to Agreement for Consulting Services for the 3rd Street and Indiana Avenue Intersection Improvement Project with Clark Dietz, Inc. Palazzo seconded. Motion is passed

Sara Gomez, Planning & Transportation, presented resolution 2020-52: Approve Right-of-Way Encroachment Agreement for 616 S. Woodlawn Ave. Gomez explained that the owners, Joan Ford-White and David White are requesting approval of an existing carport encroachment. See meeting packet for details.

Board Comments: Palazzo questioned if the owners understand if the resolution is approved, and the City of Bloomington wants to improve the alley at any point in the future, the owners would be responsible for the cost. Gomez confirmed that the owners are aware.

Palazzo made a motion to approve Resolution 2020-52: Approve Right-of-Way Encroachment Agreement for 616 S. Woodlawn Ave. Hollingsworth seconded. Motion is passed

Roy Aten, Planning and Transportation, presented Preliminary Engineering Contract with the Etica Group for the Guardrail Maintenance Phase II Project. See meeting packet for details.

Board Comments: Hollingsworth asked for Aten to explain what Metric Environmental Inc.'s involvement is in the project. Aten

CONSENT AGENDA

NEW BUSINESS

Approve Addendum #1 to Agreement for Consulting Services for the 3rd Street and Indiana Avenue Intersection Improvement Project with Clark Dietz, Inc.

**Resolution 2020-52:
Approve Right-of-Way Encroachment Agreement for 616 S. Woodlawn Ave.**

Approve Preliminary Engineering Contract with the Etica Group for the Guardrail Maintenance Phase II Project

explained that because this project incorporated federal funds, it is a requirement to obtain an environmental assessment. See meeting packet for details.

Hollingsworth made a motion to approve Preliminary Engineering Contract with Etica Group for the Guardrail Maintenance Phase II Project. Palazzo seconded. Motion is passed.

Roy Aten, Planning and Transportation, presented Addendum to Agreement for Consulting Services for the B-Line Extension Project with Aztec Engineering. Approval of addendum has a condition that no notice to proceed will be issued until funding is approved by Bloomington RDC. See meeting packet for details.

Approve Addendum to Agreement for Consulting Services for the B-Line Extension Project with Aztec Engineering

Board Comments:

Palazzo moved to approve Addendum to Agreement for Consulting Services for the B-line Extension Project with Aztec Engineering contingent upon approval of funding by the RDC. Hollingsworth seconded. Motion is passed

Michael Large, Public Works, presented Concrete Service Recover Forward Project with Groomer Construction. See meeting packet for details

Approve Concrete Services Recover Forward Project with Groomer Construction

Board Comments: Palazzo asked if the plan is to complete the project before the end of the year. Large responded that the plan is to complete installation by the end of the year. Hollingsworth questioned if the project included neighborhoods as well. Large responded by stating this is focused on trip hazards and sidewalks that are currently in need of attention. Hollingsworth wanted to confirm that the not to exceed amount is \$50,000. Large confirmed.

Hollingsworth made a motion to approve Concrete Services for the Recover Forward Project with Groomer Construction. Palazzo seconded. Motion is passed.

Michael Large, Public Works, presented Agreement with Traffic Control Corporation for Installation of Cellular Connectivity Products for Traffic Signal Monitoring. See meeting packet for details

Approve Agreement with Traffic Control Corporation for Installation of Cellular Connectivity Products for Traffic Signal Monitoring

Board Comments: Hollingsworth asked if it also included traffic signal control for emergency vehicles. Large explained that at this

time the agreement is just for the Street Department. Cox Deckard mentioned how this technology can help coordinate lights and help the Street Department identify problems.

Hollingsworth made a motion to approve Agreement with Traffic Control Corporation for Installation of Cellular Connectivity Products for Traffic Signal Monitoring. Palazzo seconded. Motion is passed.

Michael Large, Public Works, presented Addendum to Cleaning Services Agreement with SSW Enterprises, LLC. See meeting packet for details.

Approve Addendum #1 to Cleaning Services Agreement with SSW Enterprises, LLC.

Board Comments:

Hollingsworth made a motion to Approve Addendum #1 to Cleaning Services Agreement with SSW Enterprises, LLC. Palazzo seconded. Motion is passed

Michael Large, Public Works, presented Engineering Services Agreement with RATIO Architects for Assessment of Spalling on the South Wall of City Hall. See meeting packet for details.

Approve Engineering Services Agreement with RATIO Architects for Assessment of Spalling on the South Wall of City Hall

Board Comments: Hollingsworth asked if the work is approved would it be completed in January 2021. Large confirmed. Palazzo asked to confirm that the contract is with RATIO and not BFW Craning. Large confirmed.

Hollingsworth made a motion to approve Engineering Services Agreement with RATIO Architects for the Assessment of Spalling on the South Wall of City Hall. Palazzo seconded. Motion is passed.

Michael Large, Public Works, presented MOU with City of Bloomington and Monroe County for Community Crossing Grant – Cory Lane. See meeting packet for details.

Approve Memorandum of Understanding with City of Bloomington and Monroe County for Community Crossing Grant-Cory Lane

Board Comments: Hollingsworth asked if funding had already been received. Large stated the MOU is necessary before funding

can be received.

Hollingsworth made a motion to approve MOU with the City of Bloomington and Monroe County for Community Crossing Grant-Cory Lane. Palazzo seconded. Motion is passed

Michael Large, Public Works, reiterated Hollingsworth's comment at the beginning of the meeting about it being leafing season. Large encouraged the public to visit the website and enter leafing as the search to obtain more information.

Hollingsworth made a motion to approve claims in the amount of \$1,401,776.81. Palazzo seconded. Claims are approved.

Cos Deckard called for adjournment. Meeting adjourned at 5:59 p.m.

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

**STAFF REPORTS &
OTHER BUSINESS**

APPROVAL OF CLAIMS

ADJOURNMENT



Board of Public Works Staff Report

Project/Event: Request to designate Old Duncan coin only meters, Meter housings, wall brackets and meter clocks as surplus and allow for their disposal.

Petitioner/Representative: Parking Enforcement Division

Staff Representative: Raye Ann Cox

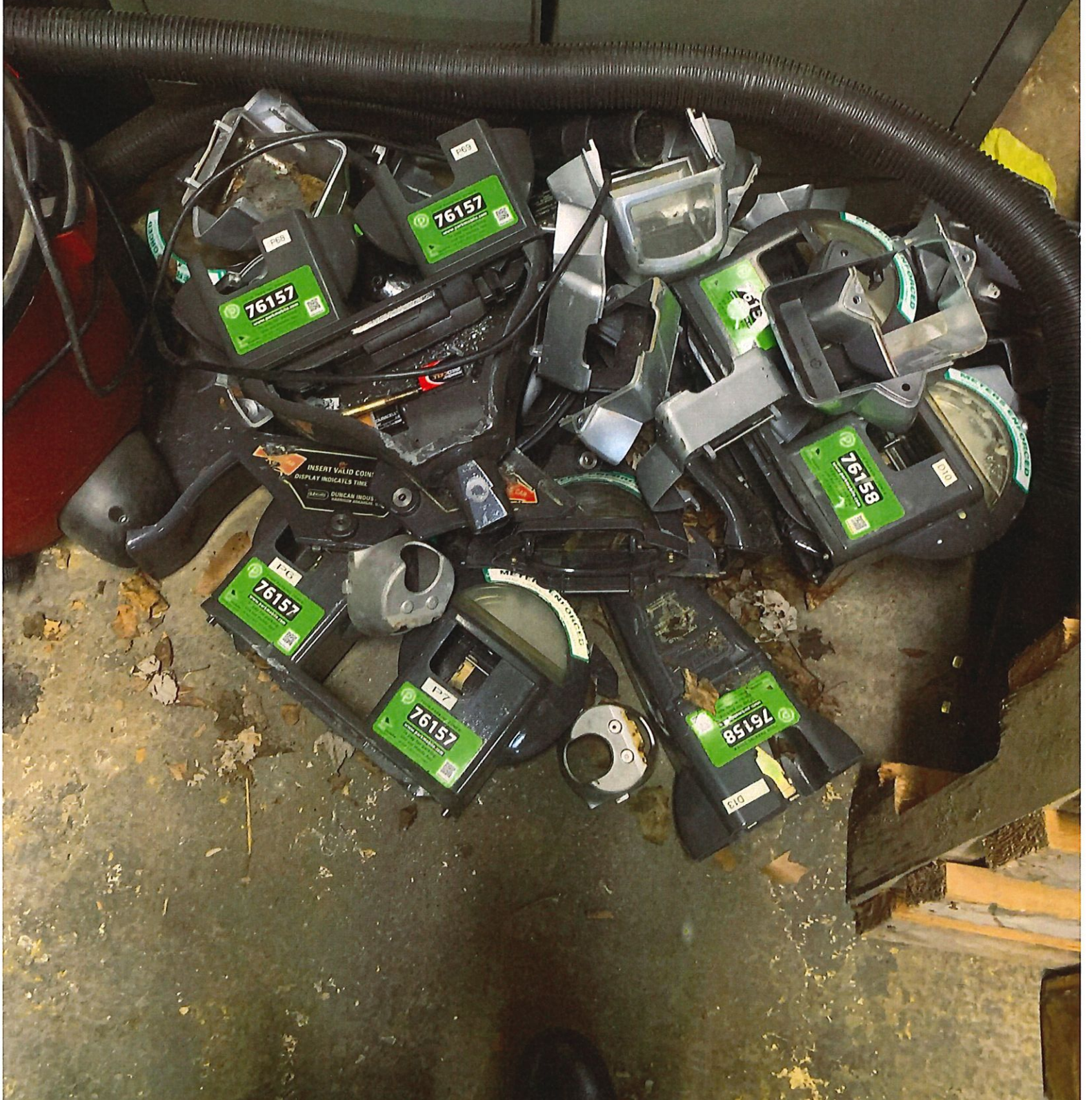
Date: 10/27/2020

Report: The Parking Enforcement Division has Old Duncan Meter units that are out dated and can no longer be used by the Parking Department. The Duncan meters are a coin only model that are 20+ years old. A lot of the Duncan clocks are non-operational, and the coin only type of meter does not serve the current needs of Parking using the credit or debit card payment options. The Duncan meters do not offer the current digital tracking of monies used in the units, and technical issues. The Duncan units will be taken to a local salvage location so the materials can be recycled. The old and unusable meter units combined value is less than \$5,000.00.

Recommended: Approved Denial by: Raye Ann Cox

Recommendation and Supporting Justification: Recommended declaring the Duncan Meter Units as surplus and allowing them to be disposed of.

Attachment A, in 4 parts





LOOK
BEFORE
LEAVING





**BOARD OF PUBLIC WORKS
RESOLUTION 2020-54**

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

WHEREAS, the Parking Enforcement Division (“Parking Enforcement”) of the City’s Police Department has several old Duncan model parking meters and associated meter parts it wishes to have declared as surplus property and authorized for disposal; and

WHEREAS, these meters were only able to accept coin payments and can no longer be used by Parking Enforcement; and

WHEREAS, Parking Enforcement needs to remove and dispose of these meters and meter parts, including single meter housings, double meter housings, wall brackets and meter clocks, in order to provide sufficient room for Parking Enforcement to sort the IPS meter parts that are damaged beyond repair due to vandalism; and

WHEREAS, Parking Enforcement will seek the Board of Public Works’ authority to dispose of those IPS meters at a later date; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter “Board of Public Works”) may determine these Duncan meters and meter parts to be surplus property and may conduct a private sale or authorize the transfer of the property without advertising, as there is more than one (1) item, and the value of these meters and meter parts is less than five thousand dollars (\$5,000); and

WHEREAS, Parking Enforcement has assessed the value of these meters and meter parts to be less than five thousand dollars (\$5,000); and

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

WHEREAS, Parking Enforcement believes the cost of organizing and conducting a sale exceeds the value of the meters and meter parts; and

WHEREAS, the Parking Enforcement Division wishes to dispose of the meters and meter parts and intends to take them to a local salvage company so that some of the materials can be recycled.

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

1. The Duncan meters and meter parts shown in Attachment A are hereby declared to be surplus personal property. Attachment A is attached hereto and incorporated herein by reference.
2. The value of these meters and meter parts is assessed to be less than five thousand dollars (\$5,000).

3. The costs of transporting the meters and meter parts and conducting a private sale exceed their value.
4. Parking Enforcement wishes to take these meters and meter parts to a salvage company so that some of the materials might be recycled.
5. Parking Enforcement is hereby authorized to dispose of these meters and meter parts.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 27th day of October, 2020.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Attest: _____
RayeAnn Cox, Manager
BPD Parking Enforcement Division



Board of Public Works Staff Report

Project/Event: Extension of Temporary Closure of Kirkwood Avenue and Temporary Expansion of Seating Encroachments; Resolution 2020-28

Petitioner/Representative: City of Bloomington Department of Public Works

Staff Representative: Adam Wason, Director, Department of Public Works

Meeting Date: October 27, 2020

For the remainder of 2020, the City is planning on closing portions of Kirkwood Avenue and expanding existing seating and merchandising encroachments further into the right-of-way. These measures are designed to assist the local business community by adding seating and merchandising capacity as part of our ongoing economic recovery from the COVID-19 pandemic.

As part of the expansion, the City Council waived certain requirements in Title 12 of the Municipal Code governing seating and merchandising encroachments. Resolution 2020-28 formalized these changes, which were also formalized by the City Council via Ordinance 2020-11.

After discussion and coordination with the Kirkwood Business Owner's Association, the City Administration is in support of allowing for more extensive closures over the next few months in order to allow for more consistent planning and for the restaurants to be able to invest in necessary items to be most successful in providing safe dining experiences to their customers. At this time, the following closures of Kirkwood will extend to a full weekly closure: Walnut to Washington and Grant to Dunn. If consensus of other blocks is achieved and weekly closures requested, staff will update the Board at their next meeting.

Staff strongly supports the extension of Resolution 2020-28 for the expansion of seating and merchandising capacity during road closures further into the right-of-way.

Respectfully Submitted,

Adam Wason
Director, Public Works

RESOLUTION 2020-28

Authorizing the Planning & Transportation Department to Utilize an Alternative Procedure for Sidewalk Seating and Merchandising Encroachments and to Approve Applications for Said Encroachments as Part of an Initiative to Assist the Local Business Community's Recovery Following the COVID-19 Pandemic

- WHEREAS, the City of Bloomington, along with the rest of the country, remains in the midst of a public health emergency due to the COVID-19 pandemic; and
- WHEREAS, both state and federal governments have declared a disaster emergency for the COVID-19 pandemic; and
- WHEREAS, on March 16, 2020, Governor Holcomb issued Executive Order 20-04, which ordered food service establishments to close service to in-person patrons; and
- WHEREAS, on March 23, 2020, Governor Holcomb issued Executive Order 20-08, which ordered all non-essential businesses to close; and
- WHEREAS, businesses throughout Bloomington have suffered due to the ongoing pandemic and subsequent economic fallout from required closures; and
- WHEREAS, in accordance with *Ordinance 20-09 To Amend Title 2 of the Bloomington Municipal Code Entitled "Administration and Personnel" and to Grant Authority to Act in Accordance with Declared Disaster Emergencies - Re: Amending 2.22.030 Entitled "Employee Policies" and Complying with the State of Indiana's Declaration of Disaster Emergency under I.C. § 10-14-3-12* and the powers it may exercise under Home Rule, the City is taking several proactive measures to assist the Bloomington business community's recovery; and
- WHEREAS, pursuant to Chapter 12.06 of the Bloomington Municipal Code, the Board has authority to grant final approval of all sidewalk seating and merchandising encroachment applications; and
- WHEREAS, the City Council is currently considering Ordinance 20-11 which proposes a temporary waiver of certain formalities related to seating and merchandising encroachments and other municipal regulations, and
- WHEREAS, among the measures being taken by the City to address the economic fallout felt by Bloomington's local business community is a request that the City close portions of Kirkwood Avenue to vehicular traffic in order to expand seating capacity into the right-of-way so that local businesses may safely serve additional patrons; and
- WHEREAS, a temporary relaxation of the City's seating and merchandising encroachment regulations would assist the local business community with its ongoing recovery;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS FOR THE CITY OF BLOOMINGTON, INDIANA,

Section 1. For the weekend of June 19 through June 21, 2020, for the limited purpose of those areas along Kirkwood Avenue where the City will be closing the roadway to vehicular traffic, the City's Seating and Merchandising Encroachment Application and other rules related to seating and merchandising encroachments are modified as described in proposed City Council Ordinance 20-11, portions of which are copied below. The specific temporary measures related to sidewalk seating and merchandising encroachments are as follows:

1. Allow the Kirkwood Community Association to submit a single application for an additional Seating & Merchandizing Encroachment on behalf of all participating restaurants.
2. The following portions of the City's application for a seating and/or merchandising encroachment shall be temporarily suspended or modified:

Under Seating and Retail Requirements:

Suspend:

“(1) Proposed use, materials, colors and design”

“(2) Relationship of the outdoor seating to the adjacent existing building with identified uses and entrances;”

“(5) The existing and proposed circulation pattern for pedestrians and other ambulatory citizens with exact dimensions of the clear straight pathway;”

Add:

Require proof of approval from the Monroe County Department of Health and, where applicable, Indiana Alcohol and Tobacco Commission.

Under Additional Requirements:

Suspend:

“(2) Application / Renewal Fee: To process an initial application, or renewal, for an outdoor seating or merchandising encroachment permit at a specific location, the fee is \$100.00. Only payment by cash, check or money order made payable to the City of Bloomington will be accepted. No application will be processed until the fee is collected in full.”

“(3) No fee shall be charged for processing applications for encroachments that will be limited to four days or less in a calendar year.”

“(4) No refund shall be made where a permit is revoked or suspended for any reason. “

Add:

Each participating business must submit a certificate of insurance to the Planning and Transportation Department establishing proof of a comprehensive general liability policy naming the City of Bloomington as additional insured to the extent of at least \$500,000 bodily injury and \$100,000 property damage, which shall be in effect during the term of this authorization.

Under Permit Issuance and Conditions:

Add:

“(1) Each permit shall be effective for *the period of approval granted by the Board of Public Works or staff, as the case may be.*”

“(7) All signage must be in compliance with the Bloomington Municipal Code *and/or any temporarily altered signage requirements.*”

Section 2. Staff at the Planning and Transportation Department are authorized to receive and give final approval to an application submitted by the Kirkwood Community Association or other Kirkwood merchants for additional seating and/or merchandising encroachments through December, 31, 2020, provided that the submitted application(s) meets all requirements as modified by this Resolution and by anticipated City Council Ordinance 20-11. No additional approval from this Board shall be required.

Section 3. This Resolution shall only have any force and effect based on City Council Ordinance 20-11.

Section 4. These unique measures are temporary in nature, and shall be in place until December 31, 2020, unless said measures are extended by the City Council or this Board, as the case may be.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this 27th Day of October, 2020.

BOARD OF PUBLIC WORKS:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Member

Dana Palazzo, Member



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: October 27, 2020

Duke Energy has identified that the lights along E. Atwater Avenue between S. Highland Avenue and S. Mitchell Street are at the end of their life and in need of replacement. This will be a head to head conversion where the identified fixtures will be removed and replaced with new LED fixtures mounted on existing poles.

Atwater Avenue-Highland Avenue to Mitchell Street

Location: E. Atwater Avenue between S. Highland Avenue to S. Mitchell Street

Fixtures: Fifteen (15) 70 Watt LED roadway fixtures mounted on existing poles

Funding Source: Local Roads and Streets Fund

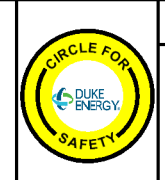
Option A: \$9,233.96

Estimated Monthly Charge: \$46.91

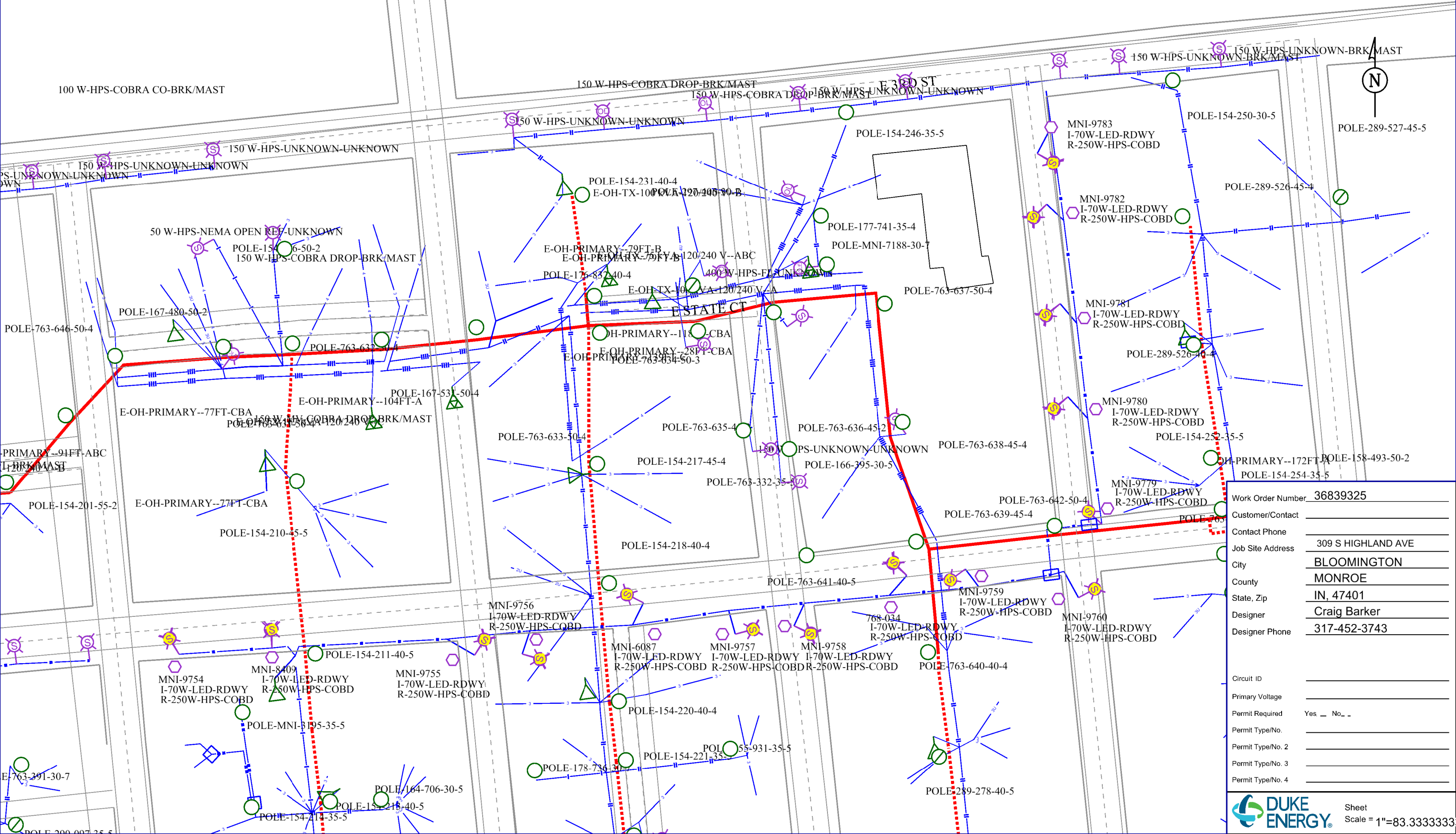
All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs and the ongoing monthly costs will be paid out of 2020 Local Road & Street Fund within the Street Operations Division's budget.

Recommendation: Approve Outdoor Lighting Service Agreements by *Christina Smith*



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	36839325
Customer/Contact	
Contact Phone	
Job Site Address	309 S HIGHLAND AVE
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47401
Designer	Craig Barker
Designer Phone	317-452-3743

Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



10/15/2020

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

Subject:

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000017866		10/15/2020
	Agreement Coverage			Agreement Number		Current Date
63902673	36839325	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



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

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

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 1/13/2021
 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$9,233.96	\$21.26	\$25.65	15	\$46.91	\$3.13	\$3.13
Option B - 1 Year Agreement Initial Term	\$804.71	\$21.26	\$25.65	15	\$851.62	\$56.77	\$3.13
Option C - 3 Year Agreement Initial Term	\$275.70	\$21.26	\$25.65	15	\$322.62	\$21.51	\$3.13
Option D - 5 Year Agreement Initial Term	\$187.06	\$21.26	\$25.65	15	\$233.97	\$15.60	\$3.13
Option E - 7 Year Agreement Initial Term	\$150.03	\$21.26	\$25.65	15	\$196.94	\$13.13	\$3.13
Option F - 10 Year Agreement Initial Term	\$123.23	\$21.26	\$25.65	15	\$170.14	\$11.34	\$3.13

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

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

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

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

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>		Signature _____
Printed Name	<u>Craig Barker</u>		Printed Name _____
Date	<u>10/15/2020</u>		Date _____

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

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

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

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
2	Roadway LED 70W Gray (RAL7038) Type III	6,261	70	0.0700	280	\$1.42	\$1.71	15	\$46.91
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	46.91

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

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

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE			
Impact Watts = the energy used by the lamp watts plus ballast watts.			
a.	Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c.	Annual kWh divided by twelve (12) months equals monthly kWh.
b.	Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d.	Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

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

ITEM #	POLE DESCRIPTION	POLE QUANTITY
2	Existing Pole	15

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

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
Other CU Quantity (Installs Only)	Other CU Description (Installs Only)

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

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

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV – SYSTEM MAINTENANCE

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

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

SECTION V – PAYMENT

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

SECTION VI – TERM OF AGREEMENT

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

SECTION VI – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: October 27, 2020

Duke Energy has identified that the lights around the Showers Government Complex are at the end of their life and in need of replacement. This will be a new lighting system of LED Sanibel fixtures and poles.

Phase 1 LED Lighting Conversion Project

Location: Showers Government Complex

Fixtures: Eighteen (18) 11-70 Watt & 7-150 Watt LED Sanibel fixtures mounted on new aluminum poles

Funding Source: Local Roads and Streets Fund

Option A: \$144,613.18

Estimated Monthly Charge: \$160.45

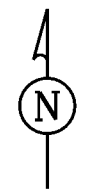
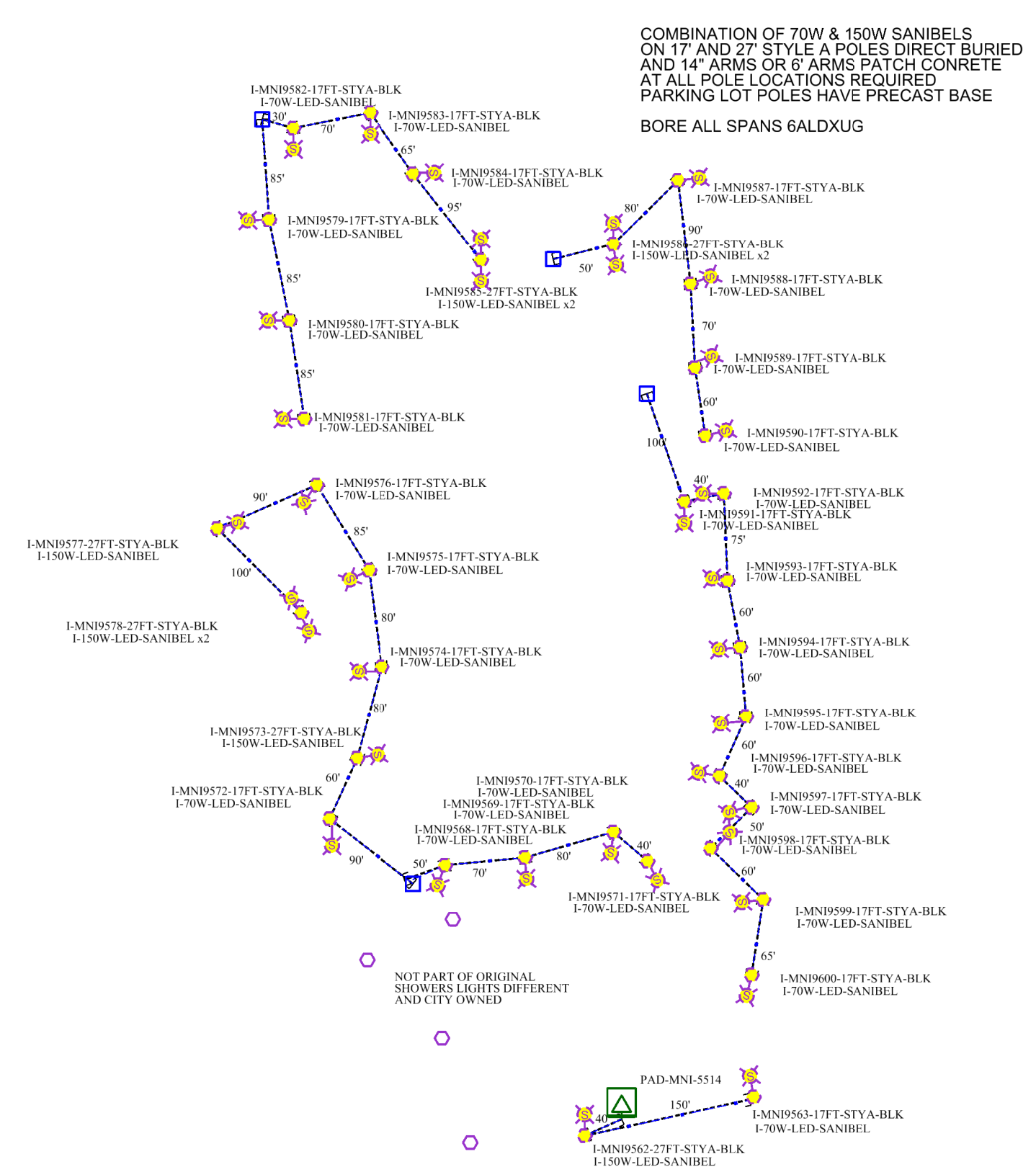
All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out of encumbered 2020 & 2021 funds with installation scheduled for summer of 2021. The ongoing monthly costs will be paid out of the 2021 LRS Fund within the Street Operations Division's budget.

Recommendation: Approve Outdoor Lighting Service Agreements by *Christina Smith*



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	35834646
Customer/Contact	
Contact Phone	
Job Site Address	320 W 8TH ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



10/19/2020

CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000017565		10/19/2020
	Agreement Coverage			Agreement Number		Current Date
4002674	35834646	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



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

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

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 1/17/2021
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$144,613.18	\$115.98	\$44.47	18	\$160.45	\$8.91	\$8.91
Option B - 1 Year Agreement Initial Term	\$12,602.63	\$115.98	\$44.47	18	\$12,763.07	\$709.06	\$8.91
Option C - 3 Year Agreement Initial Term	\$4,317.81	\$115.98	\$44.47	18	\$4,478.26	\$248.79	\$8.91
Option D - 5 Year Agreement Initial Term	\$2,929.56	\$115.98	\$44.47	18	\$3,090.01	\$171.67	\$8.91
Option E - 7 Year Agreement Initial Term	\$2,349.68	\$115.98	\$44.47	18	\$2,510.13	\$139.45	\$8.91
Option F - 10 Year Agreement Initial Term	\$1,929.84	\$115.98	\$44.47	18	\$2,090.29	\$116.13	\$8.91

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

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

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

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

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>		Signature _____
Printed Name	<u>Craig Barker</u>		Printed Name _____
Date	<u>10/19/2020</u>		Date _____

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

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

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

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Sanibel LED 70W Black (RAL9017) Type III	5,508	70	0.0700	280	\$6.44	\$1.71	11	\$89.69
2	Sanibel LED 150W Black (RAL9017) Type III	12,500	150	0.1500	600	\$6.44	\$3.66	7	\$70.76
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	160.45

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

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

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

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

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Style A 18 Ft Long Direct Buried Top Tenon Aluminum Black	11
2	Style A 27 Ft Long Anchor Base Top Tenon Aluminum Black	5

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

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

OTHER EQUIPMENT	
Quantity	Other Equipment Style
5	MW-ANCHOR BASE-REVEAL-PREFABRICATED-STYLE A POLE-27' MOUNTING HEIGHT - CONDUIT OPPOSITE SIDE
2	Top Mount Bracket - 14 IN - Double - Black - Metal Pole
11	Top Mount Bracket - 14 IN - Single - Black - Metal Pole
1,290	UG Conductor 6 Aluminum Duplex
3	Top Mount Bracket - 6 Ft - Single - Black - Metal Pole

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

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

OUTDOOR LIGHTING SERVICE AGREEMENT

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV – SYSTEM MAINTENANCE

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

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

SECTION V – PAYMENT

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

SECTION VI – TERM OF AGREEMENT

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

SECTION VI – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreements with Duke Energy

Petitioner/Representative: Department of Public Works

Staff Representative: Christina Smith

Meeting Date: October 27, 2020

Duke Energy has identified that the lights around the Showers Government Complex are at the end of their life and in need of replacement. This will be a new lighting system of LED Sanibel fixtures and poles.

Phase 2 LED Lighting Conversion Project

Location: Showers Government Complex

Fixtures: Twenty (20) 18-70 Watt & 2-150 Watt LED Sanibel fixtures mounted on new aluminum poles

Funding Source: Local Roads and Streets Fund

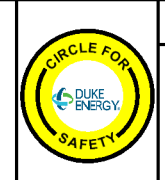
Option A: \$123,446.73

Estimated Monthly Charge: \$141.76

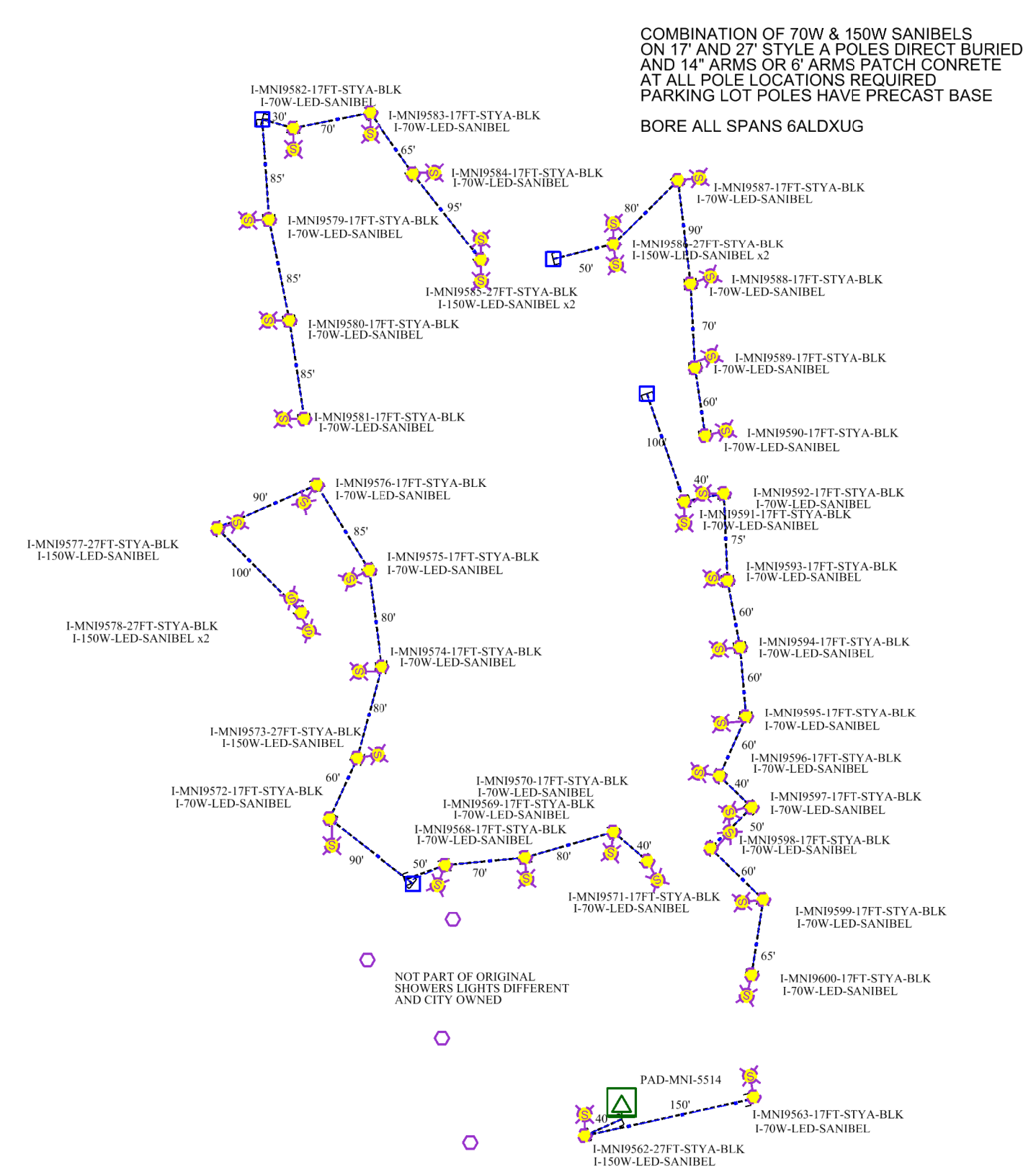
All of the above mentioned lights will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services.

As a standard practice, the City has elected lease Option A on all of the outdoor lighting service agreements for equipment costs. The one-time lump sum for equipment costs will be paid out of encumbered 2021 & 2022 LRS funds with installation scheduled for summer of 2022. The ongoing monthly costs will be paid out of the 2022 LRS Fund within the Street Operations Division's budget.

Recommendation: Approve Outdoor Lighting Service Agreements by *Christina Smith*



REMEMBER: Work zone area conditions may have changed for this job! Everyone is responsible for verifying the above safety information is correct prior to any work being performed each day.



Work Order Number	35834646
Customer/Contact	
Contact Phone	
Job Site Address	320 W 8TH ST
City	BLOOMINGTON
County	MONROE
State, Zip	IN, 47404
Designer	Craig Barker
Designer Phone	317-452-3743
Circuit ID	
Primary Voltage	
Permit Required	Yes _ No _
Permit Type/No.	
Permit Type/No. 2	
Permit Type/No. 3	
Permit Type/No. 4	



10/19/2020

CITY OF BLOOMINGTON C/O SHOWERS BLDG PARK LOT
PO BOX 100
BLOOMINGTON , IN 47402-0100

Subject:

Dear Valued Customer:

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

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

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

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

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

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

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000017564		10/19/2020
	Agreement Coverage			Agreement Number		Current Date
4002674	36594420	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



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

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

**PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 1/17/2021
AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.**

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

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$123,446.73	\$103.64	\$38.12	20	\$141.76	\$7.09	\$7.09
Option B - 1 Year Agreement Initial Term	\$10,758.03	\$103.64	\$38.12	20	\$10,899.79	\$544.99	\$7.09
Option C - 3 Year Agreement Initial Term	\$3,685.83	\$103.64	\$38.12	20	\$3,827.59	\$191.38	\$7.09
Option D - 5 Year Agreement Initial Term	\$2,500.78	\$103.64	\$38.12	20	\$2,642.53	\$132.13	\$7.09
Option E - 7 Year Agreement Initial Term	\$2,005.77	\$103.64	\$38.12	20	\$2,147.52	\$107.38	\$7.09
Option F - 10 Year Agreement Initial Term	\$1,647.37	\$103.64	\$38.12	20	\$1,789.13	\$89.46	\$7.09

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

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

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

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

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>	Signature	_____
Printed Name	<u>Craig Barker</u>	Printed Name	_____
Date	<u>10/19/2020</u>	Date	_____

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

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

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

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

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

SECTION I. – EQUIPMENT AND INSTALLATION

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

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

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION <small>LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source</small>	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Sanibel LED 150W Black (RAL9017) Type III	12,500	150	0.1500	600	\$5.18	\$3.66	2	\$17.69
2	Sanibel LED 70W Black (RAL9017) Type III	5,508	70	0.0700	280	\$5.18	\$1.71	18	\$124.06
SECTION I - A - TOTALS								*ESTIMATED MONTHLY TOTAL COST	141.75

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

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

Current Rate per kWh 0.073298 Rate Effective Date 7/30/2020 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE Impact Watts = the energy used by the lamp watts plus ballast watts.	
a. Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c. Annual kWh divided by twelve (12) months equals monthly kWh.
b. Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d. Monthly kWh times current rate per kWh equals the monthly dollar amount for each item.

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

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Style A 27 Ft Long Anchor Base Top Tenon Aluminum Black	1
2	Style A 18 Ft Long Direct Buried Top Tenon Aluminum Black	18

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

D. MISC. EQUIPMENT AND QUANTITY UTILIZED IN THIS PROJECT*

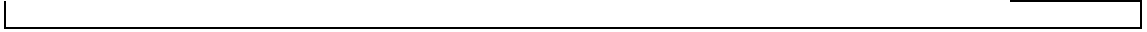
OTHER EQUIPMENT	
Quantity	Other Equipment Style
1	MW-ANCHOR BASE-REVEAL-PREFABRICATED-STYLE A POLE-27' MOUNTING HEIGHT - CONDUIT OPPOSITE SIDE
1	Top Mount Bracket - 14 IN - Double - Brushed Aluminum - Metal Pole
18	Top Mount Bracket - 14 IN - Single - Black - Metal Pole
1,200	UG Conductor 6 Aluminum Duplex

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

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

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT



OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

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

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

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

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

SECTION IV – SYSTEM MAINTENANCE

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

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

SECTION V – PAYMENT

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

SECTION VI – TERM OF AGREEMENT

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

SECTION VI – OTHER TERMS AND CONDITIONS

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

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

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



Board of Public Works Staff Report

Project/Event: Contract with B & L Sheet Metal and Roofing Repair and Sealing Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: October 27, 2020

This contract is for repair and sealing of roofing, windows, doors, walls, and guttering at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to B & L Sheet Metal and Roofing not to exceed \$25,000.00.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
B & L SHEET METAL AND ROOFING**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and B & L Sheet Metal and Roofing (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair of shingled, metal, and membrane roofs. Waterproofing and sealing of doors, windows, and various types of walls. Repair of guttering and downspouts. These services will be performed at City facilities (“Services”) for a set price of Eighty-Five Dollars (\$85.00) per person, per hour Monday-Friday 7:00 am – 5:00 pm. Any work performed outside of those hours, including evenings, weekends, and holidays, will be performed at the rate of One Hundred Ten Dollars (\$110.00) per person, per hour. It is understood that the Contractor will send a minimum of two (2) employees for all roofing service work. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

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

Article 5. Appropriation of Funds Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are

insufficient, through failure of any entity, including the Department itself, to appropriate funds or otherwise, then the Department shall have the right to terminate this Agreement without penalty.

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and

\$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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 the 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.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: B & L Sheet Metal and Roofing, 1301 N. Monroe St., Bloomington Indiana 47404.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

B & L SHEET METAL AND ROOFING

David Lee, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

B & L Sheet Metal

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2021 Service Contract with Bruce Home Improvements, Inc. for Maintenance and Repair of Overhead Doors and Associated Equipment

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: October 27, 2020

This contract is for maintenance and repair of overhead doors, door openers, and remote operators at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Bruce Home Improvements, Inc. not to exceed \$10,000.00.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
BRUCE HOME IMPROVEMENTS, INC.**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and Bruce Home Improvements, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Maintenance and repair of overhead doors, door openers, and remote control equipment for overhead doors. These services will be performed at City facilities (“Services”) for a set price. One person during normal business hours shall be One Hundred Forty Dollars (\$140.00) for the first hour, Seventy-Five Dollars (\$75.00) per hour for the second hour and all subsequent hours. Two people during normal business hours shall be One Hundred Ninety Dollars (\$190.00) per hour for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Three people during normal business hours shall be Two Hundred Twenty-Five Dollars (\$225.00) for the first hour, One Hundred Sixty Dollars (\$160.00) per hour for the second hour and all subsequent hours. Normal business hours shall be Monday through Friday 7:00 am to 5:00 pm. One person outside of normal business hours shall be Two Hundred Dollars per hour (\$200.00) for the first hour, One Hundred Twenty-Five Dollars (\$125.00) per hour for the second hour and all subsequent hours. Two people outside of normal business hours shall be Two Hundred Fifty Dollars (\$250.00) per hour for the first hour, One Hundred Seventy-Five Dollars (\$175.00) per hour for the second hour and all subsequent hours. Three people outside of normal business hours shall be Three Hundred Dollars (\$300.00) for the first hour, Two Hundred Twenty-Five Dollars (\$225.00) for the second hour and all subsequent hours. The Department will be pay for all parts and materials. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

Article 3. Responsibilities of the Department The Department shall provide all necessary information regarding requirements for the Services. The Department shall furnish such

information as necessary for the orderly progress of the work, and Contractor shall be entitled to rely upon the accuracy and completeness of such information. The Department's Project Manager shall act on its behalf with respect to this Agreement.

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Ten Thousand Dollars (\$10,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

Article 9. Ownership of Documents and Intellectual Property All documents, drawings and specifications, including digital format files, prepared by Contractor and furnished to the

Department as part of the Services shall become the property of the Department. Contractor shall retain its ownership rights in its design, drawing details, specifications, databases, computer software and other proprietary property. Intellectual property developed, utilized or modified in the performance of the Services shall remain the property of Contractor.

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

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

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

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

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

Article 15. Severability The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this

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

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

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

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

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

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 the 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.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Bruce Home Improvements, PO Box 614, Clear Creek, Indiana 47426.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Bruce Home Improvements, Inc.

Philippa M. Guthrie, Corporation Counsel

James R. Bruce, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Bruce Home Improvements, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2021 Service Agreement with Cassady Electric, Inc. for Electrical Maintenance and Repair Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: October 27, 2020

This contract is for repair and maintenance of electrical systems at all City facilities maintained by the Public Works Facilities Division through December 31, 2021.

Staff recommends awarding the contract to Cassady Electric, Inc. not to exceed \$35,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff". The signature is written in a cursive, flowing style.

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PARKS AND RECREATION DEPARTMENT AND
CASSADY ELECTRICAL CONTRACTORS, INC.**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and Cassady Electrical Contractors, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform electrical repair and maintenance services. The Contractor shall furnish all necessary labor and material, on an "on-call" basis, to maintain electrical equipment at various City of Bloomington facilities maintained by the Department of Public Works, Facilities Division. These services will be performed at City facilities for a set price of Eighty Five Dollars (\$85.00) per hour per person Monday-Friday 7:00am-3:30pm. Any work performed outside of these hours, excluding Sundays and Holidays, will be performed at the rate of One Hundred Twenty Seven Dollars and Fifty Cents (\$127.50) per person. Work done at any time on Sundays or Holidays will be performed at the rate of One Hundred Fifty Dollars (\$150.00) per hour per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Thursday, December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Thirty Five Thousand Dollars (\$35,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

Article 13. Conflict of Interest Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement.

Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

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

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

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

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

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

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

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 the 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.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

Department: City of Bloomington Public Works, Attn: J.D. Boruff, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. **Contractor:** Cassady Electric, P.O. Box 53, Ellettsville, Indiana 47429. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Cassady Electric, Inc.

Philippa M. Guthrie, Corporation Counsel

Mae Cassady, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF _____)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Cassady Electric, Inc.

By: _____

STATE OF _____)
) 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 _____, 2020.

_____ My Commission Expires: _____
Notary Public's Signature

_____ County of Residence: _____
Printed Name of Notary Public

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2021 Service Agreement with City Lawn, LLC for Mowing, Vegetation Removal and Turf Maintenance Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: October 27, 2020

This contract is for mowing, vegetation removal, and turf maintenance services at City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to City Lawn, LLC not to exceed \$15,000.00.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
CITY LAWN, LLC**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and City Lawn, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Mowing, vegetation removal, turf treatments and fertilizing. These services will be performed at City facilities (“Services”) for a set price of Forty Dollars (\$40.00) per person, per hour. This rate shall include any trip charges and/or fuel charges. Costs for materials, such as fertilizer, mulch, or chemical treatments shall be paid by the Department. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Twelve Thousand Dollars (\$15,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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 the 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.

Article 20. Compliance with Laws In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans and regulations,

including any and all regulations for protection of the environment. Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction over the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action.

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: City Lawn, LLC, PO Box 5561, Bloomington Indiana 47407.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

City Lawn, LLC

Randy Younger, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

City Lawn, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2021 Service Agreement with Commercial Service of Bloomington for maintenance and repair of HVAC equipment and plumbing systems

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: October 27, 2020

This is a service agreement with Commercial Service for maintenance and repair HVAC and Plumbing systems at facilities maintained by Public Works.

Staff recommends awarding the service agreement to Commercial Service of Bloomington, Inc. not to exceed \$50,000.00.

Respectfully submitted,

A handwritten signature in black ink that reads "J. D. Boruff".

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
COMMERCIAL SERVICE OF BLOOMINGTON, INC.**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and Commercial Service of Bloomington, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: maintenance and repair of HVAC and plumbing systems. These services will be performed at City facilities (“Services”) for a set price per hour. The rate for a Technician shall be Eighty-Eight Dollars (\$88.00) per hour for regular time, One-Hundred-Thirty-Two Dollars (\$132.00) per hour for overtime, and One-Hundred-Seventy-Six Dollars (\$176.00) per hour for double time. The rate for a Helper shall be Sixty Dollars (\$60.00) per hour for regular time, Ninety Dollars (\$90.00) per hour for overtime, and One-Hundred-Twenty Dollars (\$120.00) per hour for double time. Regular time shall be Monday through Friday 7:00 am to 5:00 pm and Saturday from 7:00 am to 1:00 pm. Over time shall be Monday through Friday 5:00 pm to 10:00 pm, Saturday 1:00 pm to 10:00 pm, and Sunday 7:00 am to 5:00 pm. Double time shall be Monday through Friday 10:00 pm to 7:00 am, Saturday 10:00 pm to 7:00 am, and Sunday 5:00 pm to 7:00 am. Any hours on a holiday recognized by the City shall be billed at double time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Fifty Thousand Dollars (\$50,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

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

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

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

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

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

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

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

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 the 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.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Commercial Service of Bloomington, Inc., Attn: Danny Middleton, 4710 W. Vernal Pike, Bloomington Indiana 47404.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Commercial Service of Bloomington, Inc.

Greg Humphrey, Chief Financial Officer

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Commercial Service of Bloomington, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____



Board of Public Works Staff Report

Project/Event: 2021 Service Agreement with Everywhere Signs, LLC for Repair and Maintenance of Signs, and Door and Window Lettering

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: October 27, 2020

This service agreement is for the repair and maintenance of interior and exterior signs, as well as lettering and decals on doors and windows at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Everywhere Signs, LLC not to exceed \$5,000.00

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
EVERYWHERE SIGNS, LLC**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and Everywhere Signs, LLC (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Repair and maintenance of exterior and interior signs, and lettering and decals for doors and windows. These services will be performed at City facilities (“Services”) for a set price of Eighty Dollars (\$80.00) per hour Monday-Friday 8:00 am - 5:00 pm for one person. If the use of a bucket truck is required, it will be billed at the rate of Ninety-Five Dollars (\$95.00) per hour with one employee and One Hundred Forty Dollars (\$140.00) per hour with two employees. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 the 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.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Everywhere Signs, LLC, 2630 N. Walnut St., Bloomington Indiana 47404.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Everywhere Signs, LLC

Karen Elgar, Co-owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Everywhere Signs, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



Board of Public Works Staff Report

Project/Event: 2021 Service Agreement with Photizo, LLC (Fish Window Cleaning) for Window Cleaning Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: October 27, 2020

This contract is for window cleaning services at all City facilities maintained by the Public Works Facilities Division.

Staff recommends awarding the contract to Photizo, LLC (Fish Window Cleaning) not to exceed \$5,000.00.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
PHOTIZO, LLC (dba FISH WINDOW CLEANING)**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and Photizo, LLC, dba Fish Window Cleaning (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Cleaning of windows and building exteriors. These services will be performed at City facilities (“Services”) for a set price of Forty-Five Dollars (\$45) per hour, regardless of day or time. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Five Thousand Dollars (\$5,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule:

Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

Article 12. Insurance During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect: a) General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate; b) Automobile Liability Insurance, with a minimum combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident; c) Workers' Compensation Insurance in accordance with the statutory requirements of Title 22 of the Indiana Code; and d) Professional Liability Insurance ("Errors and Omissions Insurance") with a minimum limit of \$1,000,000 annual aggregate. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. The City of

Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability, Automobile, and Worker's Compensation policies, and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder. Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement.

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

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

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

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

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

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

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

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 the 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.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Fish Window Cleaning, P.O. Box 7885, Bloomington Indiana 47407.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Photizo, LLC

Philippa M. Guthrie, Corporation Counsel

Thomas D. Richardson, Owner

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Photizo, LLC

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____



Board of Public Works Staff Report

Project/Event: Service Agreement with Harrell-Fish, Inc. for HVAC
Repair and Maintenance Services

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: October 27, 2020

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

Staff recommends awarding the contract to Harrell-Fish, Inc. not to exceed \$145,000.00.

Respectfully submitted,

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

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

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
HARRELL-FISH, INC.**

This Agreement, entered into on this 27th day of October, 2020, by and between the City of Bloomington Department of Public Works (the “Department”), and Harrell-Fish, Inc. (“Contractor”).

Article 1. Scope of Services Contractor shall perform repair and preventative maintenance services on HVAC systems and equipment at all facilities maintained by the Department. These services will be performed at City facilities (“Services”) for a set price of Eighty-Two Dollars (\$82.00) per hour, per person during the hours of Monday-Friday 7:00 am – 3:30 pm. Any work performed Monday-Friday 3:30 pm to 7:00 am, and on Saturdays, will have a set price of Ninety-Seven Dollars (\$97.00) per, per person. Any work performed on Sundays, or on a recognized holiday, will be performed at the rate of One Hundred Eighteen Dollars (\$118.00) per hour, per person. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Friday, December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed One Hundred Forty-Five Thousand Dollars (\$145,000.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

Article 6. Schedule Contractor shall perform the Services according to the following schedule: Services will be on as needed basis upon request of the Department. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed to by all parties.

Article 7. Termination In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party. Additionally, the Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, drawings, collections of data and other documents generated by Contractor in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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 the 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.

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

Article 21. E-Verify Contractor is required to enroll in and verify the work eligibility status of all newly-hired employees through the E-Verify program. (This is not required if the E-Verify program no longer exists). Contractor shall sign an affidavit, attached as Exhibit A, affirming that Contractor does not knowingly employ an unauthorized alien. Contractor shall require any subcontractors performing work under this contract to certify to the Contractor that, at the time of certification, the subcontractor does not knowingly employ or contract with an unauthorized alien and the subcontractor has enrolled in and is participating in the E-Verify program. Contractor shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

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

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

Contractor: Harrell-Fish, Inc., P.O. Box 1998., Bloomington Indiana 47402.

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

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

Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall sign an affidavit, attached hereto as Exhibit B, affirming that Contractor has not engaged in any collusive conduct. Exhibit B is attached hereto and incorporated by reference as though fully set forth.

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

CITY OF BLOOMINGTON

Philippa M. Guthrie, Corporation Counsel

Harrell-Fish, Inc.

Steve Dawson, President

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Kyla Cox Deckard, President, Board of Public Works

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Harrell-Fish, Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2020.

Notary Public's Signature My Commission Expires: _____

Printed Name of Notary Public County of Residence: _____

My Commission #: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/23/2020	Payroll				429,943.70
					<u>429,943.70</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 \$ 429,943.70

Dated this 27th 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 _____



MEMORANDUM

TO: Controller
FROM: Phil Peden
DATE: October 21, 2020
RE: Request for Approval of MOU between CBU and Planning & Transportation for Green Stormwater Infrastructure along the 7th Street Bike Path

Funding Source: 011-U13124 Stormwater O&M

Total Dollar Amount of Contract: CBU committing to an amount not to exceed \$150,000.00

Expiration Date of Contract: none

Department Head Initials of Approval: /VK/

Due Date For Signature: November 7, 2018

Record Destruction Date (Legal Dept to fill in):

Legal Tracking Number: 20-602

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY:

Christopher J. Wheeler

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE:

Phil Peden/LaTreana Harrington

Summary of Contract: Planning & Transportation is building a bike path along 7th Street and has plans for stormwater infrastructure. CBU has asked to enhance the stormwater features from traditional “grey” features to green infrastructure. CBU will reimburse Planning & Transportation for the design and construction of these green stormwater features not to exceed \$150,000.00.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES
AND THE CITY OF BLOOMINGTON PLANNING & TRANSPORTATION
DEPARTMENT
FOR PAYMENT OF CONSULTANT FEES RELATED TO THE
7th St. Bike Lane Improvements Green Infrastructure**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established a Planning and Transportation Department (“Planning & Transportation”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 8-1.5-3-3, has established the City of Bloomington Utilities Department (“CBU”) which acts by and through its Utilities Service Board (“USB”); and,

WHEREAS, Planning & Transportation is engaged in the design of bike lane improvements along the 7th St. corridor between the B-Line and Woodlawn Ave. within the incorporated limits of the City (“Project”); and,

WHEREAS, the BPW is entering into an agreement with American Structurepoint, Inc. (“Consultant”) to complete the engineering design for the Project; and

WHEREAS, the Project includes the design of green infrastructure storm improvements (i.e., rain gardens) instead of the typical “grey infrastructure” storm components, adding an estimated \$9,970.00 to the design cost and also includes the construction of green infrastructure storm improvements (i.e., rain gardens), at an estimated \$140,030.00 cost; and

WHEREAS, CBU intends to be responsible for the cost of all green infrastructure related design and construction costs associated with the Project in an amount not to exceed \$150,000.00.

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

1. Green Infrastructure Rain Garden Design and Construction: CBU shall be responsible for 100% of the costs associated with the design of the green infrastructure outlined in the Addendum #2 of the attached agreement in an amount not to exceed \$9,970.00. CBU shall be responsible for 100% of the costs associated with the construction of the Project’s green infrastructure in an amount not to exceed \$140,030.00.
2. Access to Land: CBU shall work with BPW and Consultant to secure legal authority to enter upon public and private lands as required for the Consultant, agents, independent contractors and the like to perform the services necessary to install the agreed upon green infrastructure so designed by Consultant and approved by CBU.
3. Coordination with Consultant: CBU shall provide access, at no expense to the Consultant, to USB board members, and/or CBU staff, and to all available CBU information pertinent to the Project and the use of such information as appropriate and necessary to perform all design

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

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

1. **See Scope of Engineering Services**: Exhibit A of the Agreement describes the tasks to be provided by American Structurepoint, Inc. during this Project. Exhibit A, items C and D are hereby amended as shown in Exhibit 1. Additions are shown in bold.
2. **See Exhibit B Compensation**: The City shall pay American Structurepoint, Inc., a lump sum fee not to exceed \$21,025.00 for the additional Engineering Services. The modifications to Exhibit B are shown in Exhibit 1. The total not-to-exceed fee amount for the entire project is now \$366,007.
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

OWNER

Kyla Cox Deckard
President, Board of Public Works

Beth H. Hollingsworth
Vice President, Board of Public Works

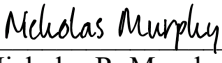
Dana Palazzo
Secretary, Board of Public Works

Date: _____

Philippa M. Guthrie
Corporation Counsel

Date: _____

CONSULTANT

DocuSigned by:


Nicholas R. Murphy
Project Manager

Date: 9/9/2020

EXHIBIT 1

C. TOPOGRAPHIC SURVEY

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

D. ROAD DESIGN AND PLAN DEVELOPMENT

1. The CONSULTANT shall prepare Stage 1 (30%), Preliminary Field Check (50%), Stage 3 (90%), and Final Tracings (100%) plans, special provisions for the specifications, and opinions of probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets*, NACTO's Urban

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

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

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

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

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

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

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

- Roadway Alignment
- Roadway Typical Section(s)

**EXHIBIT B
COMPENSATION**

This project is to be conducted on a Lump Sum and hourly basis with an agreed Maximum Cost of Three Hundred Thirty Eight Thousand, Nineteen Dollars (~~\$344,982~~ **\$366,007**). The total agreed Maximum Lump Sum amount of Three Hundred Nineteen Thousand, Three Hundred Ninety Nine Dollars (~~\$326,362~~ **\$347,387**) shall not be exceeded without written approval from the City.

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

7th Street Protected Bike Lane Improvements



Project Management	\$15,720
Topographic Survey	\$57,830 \$65,705
Road Design and Plan Development.....	\$118,290 \$121,470
Traffic Analysis	\$18,130
Traffic Signal Modifications Design.....	\$16,320
Roadway Lighting Evaluation	\$6,520
Utility Coordination.....	\$12,500
Rule 5 Permit.....	\$7,840
Meetings	\$29,980
Subconsultant Conceptual Planning, Design, Public Involvement, and QC/QA Services....	\$36,269
Graphic Renderings (Amd 1).....	\$6,963
Rain Garden Design.....	\$9,970

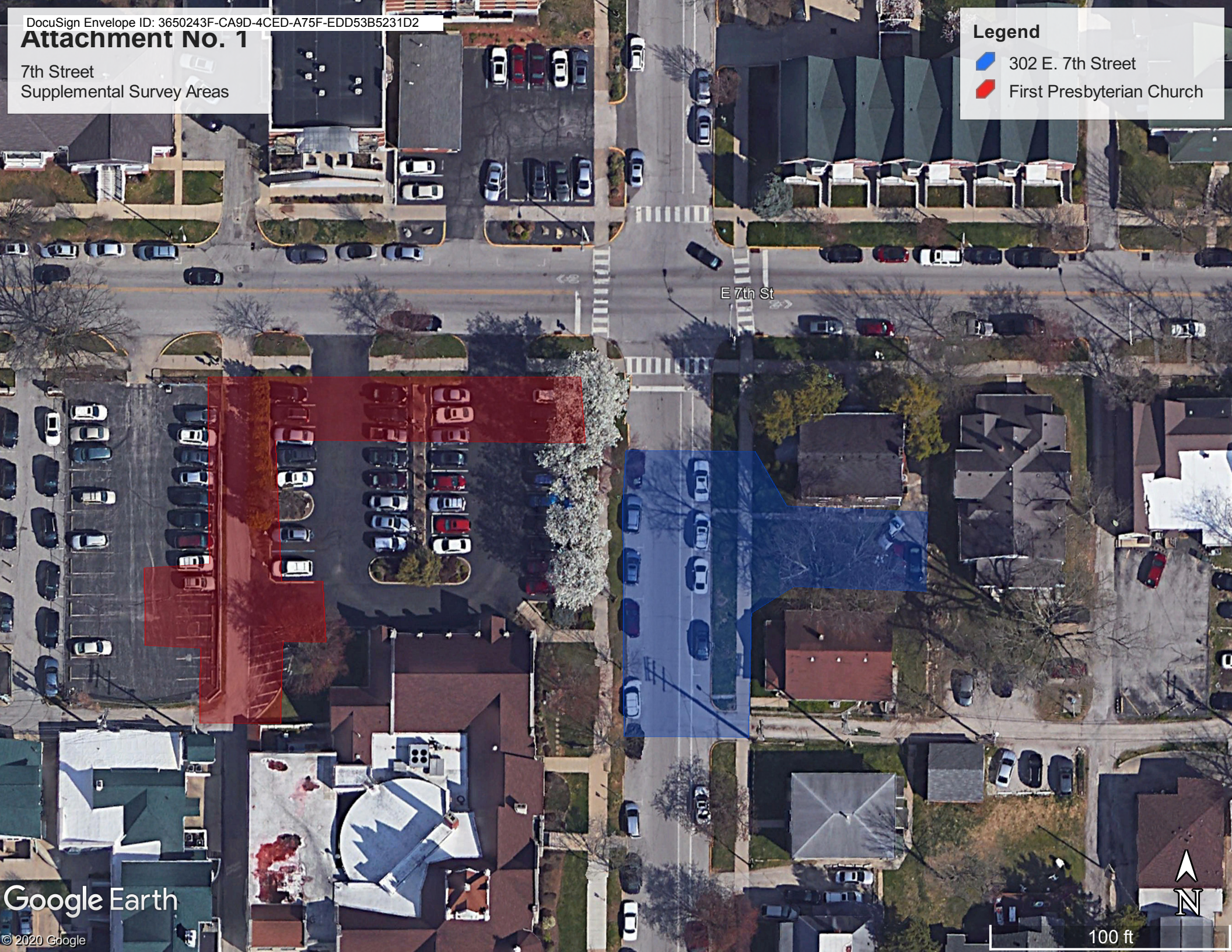
For Bidding Phase Services and construction phase services, the CONSULTANT will be compensated on a wage schedule basis. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively working on these tasks at the rates shown in Exhibit G, and direct non-salary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

Attachment No. 1

7th Street
Supplemental Survey Areas

Legend

-  302 E. 7th Street
-  First Presbyterian Church



E 7th St



100 ft

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane
Description: Road Design - Amendment No. 2

03-Sep-20

WORK CLASSIFICATION	ESTIMATED TIME (HOURS)					TOTAL
	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Technician	
Final Plans (90% complete)						
Update Typical Section Sheets	1	2		2		5
Final Construction Detail Sheets	1	2		2		5
Develop Detail Sheets for Church Parking Lot	2	2	4	6	6	20
Drive Approach Design for Church and 302 E. 7th Street	1	2		2	2	7
Final Approach Design & Tables	1	1		1		3
Check Final Quantities	1	1		1		3
Final Construction Cost Estimate	1	1		1		3
Final QC/QA Plans and Design	4			2		6
Rain Gardens						
Develop Rain Garden Details	2	2	4	6	4	18
Drainage Design for Rain Gardens	2	4	2	2	2	12
Incorporate Rain Garden Design into Plans	2	2	2	4	4	14
Subtotal	18	19	12	29	18	52
Final Package / Tracings 100%						
Final QC/QA Plans and Design	2			2		4
Final Plan Revisions		2		2		4
Subtotal	2	2	0	4	0	8
TOTAL HOURS	20	21	12	33	18	60
WEIGHTED HOURLY RATE	\$188.37	\$145.27	\$117.57	\$83.85	\$119.35	
DIRECT SALARY COST	\$3,767.40	\$3,050.67	\$1,410.84	\$2,767.05	\$2,148.30	\$13,144.26
DIRECT COSTS (See Below)						\$0.00
TOTAL FEE						\$13,150.00

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

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

7th Street Supplemental
 Bloomington, Indiana

August 31, 2020

DESCRIPTION: Field Survey

WORK CLASSIFICATION	ESTIMATED TIME					TOTAL
	Land Surveyor	Survey Crew Member (P.C.)	Survey Crew Member (I.M.)	Property Researcher	Senior Technician	
RESEARCH (Monroe County)						
Owners Names & Addresses				1		
Deeds & Recorded Surveys				2		
Coordination	1					
SURVEY NOTICES						
Prepare Mailings				1		
Coordination	1					
UTILITY COORDINATION						
Utility Call In				0.5		
Onsite Meeting		1	1			
Coordination	0.5					
SURVEY CONTROL						
Set & Reference Control Points		2	2		1	
GPS Control		1	1			
Bench Circuit and TBM's		1	1			
Coordination	1					
ROUTE TOPOGRAPHIC SURVEY						
Supplemental Survey		16				
Coordination	1					
UTILITIES, SEWERS & DRAIN PIPES						
Utilities & Inverts		4	4		2	
Coordination	1					
COMPUTATIONS						
Property & Right of Way Line Computations	8					
Plot Survey Data					13	
TOTALS						
TOTAL HOURS	13.5	25	9	4.5	16	
HOURLY RATE	\$ 155.00	\$ 85.00	\$ 85.00	\$ 100.00	\$ 140.00	
SUB TOTAL	\$ 2,092.50	\$ 2,125.00	\$ 765.00	\$ 450.00	\$ 2,240.00	\$ 7,672.50
DIRECT COST						\$ 202.40
TOTAL FEE						\$ 7,874.90

Direct Costs	
Mileage 4 trips x 120 miles x 0.38/mile =	\$ 182.40
Recorders Copies	\$ 20.00
	\$ 202.40



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with VS Engineering, Inc. for the 1st Street Reconstruction Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 10/27/2020

Report: This project will reconstruct W. 1st Street between Fairview Street and College Avenue. Work may extend west as far as Patterson Drive or as far east as Walnut Street depending on detailed design. The Project is expected to include full roadway reconstruction, replacement of underground utilities, and replacement of the traffic signal at the S. College Avenue and 1st Street intersection. The project is included in the Bloomington/Monroe County Metropolitan Planning Organization (MPO) Transportation Improvement Plan (TIP) and is eligible for federal funding. The project is programmed for up to 80% federal funding for construction (up to \$2,905,934 in federal funds). Construction is anticipated to begin in 2023.

VS Engineering was selected from 9 engineering firms that responded to an RFI to perform preliminary engineering services for the project. The total contract amount is set at a not to exceed amount of \$720,959.03. Funding for this contract requires approval by the Redevelopment Commission.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with VS Engineering, Inc. for the 1st Street Reconstruction Project.

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

Project Approvals Timeline		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval (INDOT-LPA Contract)	Future	2021
Design Services Contract	Current Item	10/27/2020
Construction Inspection Contract	Future	2022
Construction Contract	N/A*	2022

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

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 20____ (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and VS Engineering, Inc. (“the CONSULTANT”), a corporation/limited liability company organized under the laws of the State of Indiana.

Des. No.: 1900399

Project Description: This project includes the reconstruction of 1st Street from Fairview Street to College Avenue, in the City of Bloomington, IN. Reconstruction will replace the existing corridor with new asphalt section, new curb & gutter, and new sidewalks, along with replacement of the underground City utility facilities.

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 December 31, 2024. 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 \$ 720,959.03.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

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

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

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Neil Kopper, P.E.
Planning and Transportation Department
401 N. Morton St. Suite 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Sanjay Patel, P.E.
President, VS Engineering, Inc.
4275 N. High School Drive
Indianapolis, IN 46254

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.

[Remainder of Page Intentionally Left Blank]

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

LOCAL PUBLIC AGENCY

Signature

Sanjay B. Patel, PE,
CEO / President, VS Engineering

(Print or type name and title)

Signature

Kyla Cox Deckard
President, Board of Public Works

Signature

Beth H. Hollingsworth
Vice President, Board of Public Works

Attest:

Signature

(Print or type name and title)

Signature

Dana Palazzo
Secretary, Board of Public Works

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 - Project Administration & QA/QC

The CONSULTANT shall perform all management, coordination, and Quality Control tasks required for the completion of this project. These tasks are detailed as follows.

The CONSULTANT Project Manager shall coordinate and oversee the different aspects of this project development to ensure that all disciplines are working toward a common end goal and to keep all design activities on schedule and within budget.

The CONSULTANT shall assist LPA in preparation of Quarterly Tracking Reports, and attend Quarterly Tracking meetings held by INDOT and the MPO.

The CONSULTANT shall prepare and send monthly progress reports to the LPA.

The CONSULTANT shall prepare and conduct 3 submittal review meetings with the LPA prior to submissions to INDOT.

The CONSULTANT shall attend bi-weekly coordination meetings with the Hospital Site Redevelopment team to ensure that both projects are complementary. It is anticipated bi-weekly meetings will occur through the framework and design development phases (March 31, 2021), for a total of 10 meetings. Continue monthly coordination throughout 1st Street Reconstruction project design completion (25 additional meetings).

The CONSULTANT shall prepare and host two (2) public meetings either virtually or in-person. The date and location of these meetings will be coordinated with the LPA.

In addition to the Quality Control checks performed continuously during design, the CONSULTANT shall perform a complete Quality Control & Quality Assurance check prior to each submittal to the LPA and INDOT.

Task #2 – Topographic Survey

- A. CONSULTANT shall survey the project location and provide one set of original field notes, all field survey data collected via electronic media, and one set of master drawings. CONSULTANT shall obtain section corner, right-of-way, easement, and state plane coordinate information as necessary to satisfactorily complete the basic field survey services described herein within the project limits. CONSULTANT shall prepare and record a Location Control Route Survey. CONSULTANT work shall be in accordance with Indiana Code (I.C. 25-21.5); Indiana Administrative Code (865 I.A.C. 1-12); and the Design Manual, Indiana Department of Transportation, Part III, Location Surveys (Survey Manual), a copy of which is on file with INDOT. If there is any conflict between I.C. 25-21.5, 865 I.A.C. 1-12, or the Survey Manual, the order of precedence shall be:
1. I.C. 25-21.5,
 2. 865 I.A.C. 1-12, and
 3. Survey Manual

- B. Electronic files including the following shall be prepared and submitted by CONSULTANT as directed by client:
1. Finished plan view of topographic survey in AutoCAD .dwg format
 2. 1-foot contours in AutoCAD .dwg format
 3. TIN used to create contours as derived from Civil 3D in .xml format
 4. Electronic points file in .txt or .xml coordinate format.
 5. Location Control Route Survey in .pdf format
 6. Survey Book in .pdf format
- C. The signature, seal, and registration number of the land surveyor, registered in the State of Indiana, who was in responsible charge of the survey, shall be affixed to the Location Control Route Survey and survey book submitted. In addition, CONSULTANT shall complete the field survey as summarized below and as directed by the Client. The project areas to be field surveyed are described as follows:

Survey Limits

1st Street

Beginning at a point 80 feet west of the centerline of Walnut Street, survey west 3,425 feet. The width of survey varies throughout the project corridor; the intent is to pick up the building faces to locate the nearest structures but the width will be no more than 45 feet on each side of the centerline in the absence of any structures.

Fairview Street

Beginning at a point 45 feet south of the 1st Street centerline, survey south 200 feet at width of 30 feet each side of centerline.

Walker Street

Beginning at a point 45 feet north of the centerline of 1st Street, survey south 300 feet. The limits on the west side are to the face of any building, and on the east side 90 feet.

Patterson Drive

Adjacent to the survey along Walker Street, 285 feet of Patterson Drive is included. Survey will include the area between Patterson Drive and Walker Street (on the east side of Patterson Drive) and to the west edge of pavement of Patterson Drive.

Total survey includes 4,210 lineal feet of roadway by the widths described above.

- D. Obtain last deed of record, subdivision plats, and section or auditor plats for all properties within the project limits from local and state agencies. The property information shall include parcel number, property owner's name, mailing address and property location. CONSULTANT shall provide a listing of all property information, deeds, plats, and maps.
- E. Send out survey notices together to all property owners within the project area. All survey notices and questionnaires shall be approved by the client prior to distribution.
- F. Establish Primary Horizontal Control within the project limits such that the survey base line(s) can be re-established during construction. The Monroe County Zone of the Indiana Geospatial Coordinate System will be used.

- G. Establish on-site elevation using NGS, DNR, Monroe County Surveyor's benchmarks, or the Online Positioning User Service (OPUS). Set temporary benchmarks throughout the project such that the elevation datum can be re-established during construction.
- H. Tie in the survey base lines to available USPLSS section corners and/or existing property/right-of-way monumentation. All necessary section corners will be located or re-established to adequately define property lines along the limits of the project.
- I. Re-establish existing roadway alignments from plans for previous projects if applicable.
- J. Plot right-of-way and property lines based on observed physical evidence and record documents acquired from local government agencies.
- K. Coordinate with all utility companies to locate and mark their utilities in field. CONSULTANT shall notify the utilities via the call before you dig notification system (Indiana Underground Plant Protection Service (I.U.P.P.S.)). CONSULTANT shall verify that each utility has field located their facilities during the course of the design survey. The existing facilities located, at the time of the field survey, shall be incorporated into the design survey. In addition, CONSULTANT shall provide a listing of all utilities and all information available for that utility including address and telephone number.
- L. Perform design survey in sufficient detail to obtain topographic data, buildings, walls, walks, signs, vaults, and natural and man made features, as evidenced by facilities at the ground surface and marks by others, necessary for the development of project plans, including all potentially affected trees, 6 inches in diameter and greater, identified by size. **Individual trees will not be located in heavily wooded areas.**
- M. Take cross sections at specified intervals across the right-of-way of public roadways and or the project limits (as described above) whichever is further out. Additional cross sections shall be taken at intersection of streets, roads, railroads, driveways, etc. Obtain elevations of all existing structures such as drainage culverts, utilities and other structures.
- N. Indicate spot elevations at all breaks in grade, ramps, area ways, tree grates, etc. within the project limits, and at top and bottom of curb.
- O. Provide a listing of all symbols, notations and legends used in the field survey. CONSULTANT shall furnish a hard copy together with all field survey information collected on electronic media. CONSULTANT shall also prepare master drawings (1-foot contours) from data collected in topographic survey using AutoCAD Civil 3D and shall submit a hard copy together with electronic format. CONSULTANT shall delineate and label the location of all buildings, structures, fences, railings, signs, walls, walks, paved areas, curbs and other permanent structures and existing improvements. CONSULTANT shall outline all building edges, insets and projections, and below grade structures such as vaults, basements, and areaways where applicable, as evidenced by facilities at the ground surface and marks by others.
- P. Prepare and record a Location Control Route Survey Plat depicting existing alignments, right-of-way. Property lines and owner information for adjoining properties will be shown, but not dimensioned.

Task #3 - Roadway Design

The CONSULTANT shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project. The Project pathway design elements shall be in accordance with the following reference documents in effect at the time the roadway plans are submitted:

1. Indiana Design Manual, as published by the Indiana Department of Transportation (INDOT)
2. Standard Specification and Recurring Special Provisions, as published by the Indiana Department of Transportation (INDOT)
3. Indiana Design Memoranda, as published by the Indiana Department of Transportation (INDOT)

4. 2011 Indiana Manual on Uniform Traffic Control Devices, as published by the Indiana Department of Transportation (INDOT)
5. A Policy on Geometric Design of Highways and Streets (Green Book), as published by the American Association of State Highway and Transportation Officials (AASHTO).
6. Roadside Design Guide, as published by the American Association of State Highway and Transportation Officials.
7. Right-of-Way Engineering Manual, as published by the Indiana Department of Transportation (INDOT)
8. Americans with Disabilities Act, as published by the United States Department of Justice

In the event that any design standards within the aforementioned reference documents are changed during the design process, the CONSULTANT shall be entitled to additional compensation, as necessary, to incorporate design standard changes into the project design.

The CONSULTANT shall prepare an Abbreviated Engineer's Report in accordance with the INDOT Design Manual. The report shall describe the project, existing conditions, planned improvements, statement of probable construction costs and different alternatives analyzed in developing the design of the project. Statements on right-of-way costs will be "best guess" estimates based upon available, existing information.

The CONSULTANT shall develop up to three (3) alternatives for roadway cross section, streetscape requirements, and traffic calming approaches with input from LPA. Any additional alternatives will be subject to additional compensation.

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 CONSULTANT shall prepare erosion and sediment control plans, technical computations and a stormwater pollution prevention plan as required to release to submit a Rule 5 Notice of Intent to the Indiana Department of Environmental Management. The CONSULTANT shall prepare the construction plans so that the plans are in compliance with local, state and federal regulatory requirements.

The CONSULTANT shall coordinate with LPA and other stakeholders to include the installation of conduit for future fiber optic facilities. The number and size of the conduit, and spacing of handholes will be provided by LPA.

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

The CONSULTANT shall develop all roadway, sidewalk, traffic and erosion control plans in accordance with the aforementioned reference documents and prepare all submissions in accordance with the Indiana Design Manual and LPA Guidance Document, Latest Revisions as follows:

1. Prepare Stage I Plans for LPA Review. Upon receipt of review comments from LPA, submit Stage I Plans for INDOT review.
2. Schedule and hold a Preliminary Field Check Meeting using a virtual format, or at the Project Site.
3. Following the Preliminary Field Check Meeting, The Consultant shall Prepare Stage II Plans for LPA Review Only.
4. Prepare and submit Stage III Plans for LPA review. Upon receipt of review comments from LPA, submit Stage III Plans for INDOT review. The Stage III submittal shall include all the necessary items as required by the Indiana Design Manual, including but not limited to the following: construction plans, forms, certifications, estimates and special provisions (both recurring and unique). Stage III Plans shall convey all construction details for proposed improvements, proposed and existing right-of-way (both permanent and temporary), and all other necessary plan elements as required by the Indiana Design Manual
5. Upon approval of Stage III Plans, CONSULTANT shall prepare and submit Final Tracings to LPA and INDOT.

The CONSULTANT shall design and develop detailed plans for the construction of up to 250 linear feet of cast in place retaining wall in support of the roadway project and limiting right of way acquisition.

The CONSULTANT shall develop maintenance of traffic plans in accordance with the aforementioned reference documents.

The CONSULTANT shall be available during the letting process to answer questions and provide guidance.

The CONSULTANT shall also be available during construction to assist in the review of shop drawings and any changes made that may affect the design intent. This work is included in the Construction Phase Services fees as described in Appendix D.

Task #4 – Environmental Documentation

Objective

The objective of this task is to perform an environmental analysis to comply with the National Environmental Policy Act (NEPA) as implemented by INDOT and the Federal Highway Administration. The work will be accomplished following the appropriate sections of the INDOT *Procedural Manual for Preparing Environmental Documents* and the *Categorical Exclusion Manual*. It is anticipated that this project will require the completion of Level 2 Categorical Exclusion (CE-2) document.

Deliverables

The deliverable for this task is one completed and approved CE-2 document. As part of the environmental documentation process, separate submittals will be made to INDOT for approval of the Red Flag Investigation, MPPA request, and Information for Planning and Consultation (IPaC) verification.

Activity

As directed by the appropriate INDOT manuals mentioned under Objective and through coordination with the INDOT Seymour District environmental staff, the activities for completion of the CE-2 document will be as follows:

1. Attend Preliminary Field Check
2. Gather background data, prepare project mapping and GIS
3. Prepare Purpose and Need statement and preliminary alternative description.
4. Prepare a Red Flag Investigation (memo and maps) based on current INDOT Red Flag Investigation templates.
5. Perform a field visit of the project site to document existing conditions, take representative project area photographs, and verify results of the Red Flag Investigation.
6. Submit Red Flag Investigation to INDOT for approval.
7. Coordinate archaeological investigation and Minor Projects Programmatic Agreement (MPPA) documentation and approvals (see separate scope from Cardno).
8. Prepare an Early Coordination Package and distribute to appropriate agencies and personnel.
9. Perform an on-site waters investigation to delineate all potentially-jurisdictional water resources.
10. Prepare a Waters of the US report.
11. Prepare USFWS IPaC coordination and verification.
12. Prepare Environmental Justice study and coordinate with INDOT, if necessary
13. Prepare a draft CE-2 document using the current INDOT template and submit to INDOT Seymour District to secure its release for public involvement.
14. Prepare notice of planned improvement and have the notice published twice in a local newspaper.
15. Respond to requests for information generated by the public notice.
16. Revise the CE-2 document following the public comment period and submit to INDOT for approval.
17. Provide progress reports to the client throughout the environmental phase.
18. Provide text of the project's environmental commitments and comment requestor to the designer for creating commitments spreadsheet and uploading commitments report.

Assumptions

1. The project meets the criteria for a CE-2. Preparation of CE Level 3 or 4, an EA, or an EIS is not part of this scope.
2. This project will require acquisition of more than 0.5 acre of right-of-way.
3. The project will qualify as a minor project under the current version of the Minor Projects Programmatic Agreement (MPPA) for Section 106 resources.
4. No historic structures, properties, or districts are within or adjacent to the project area.
5. Coordination with INDOT-CRO will occur regarding the stone wall in the northwest corner of 1st and Rogers Streets. It is assumed that this wall is not eligible for listing in the NRHP or part of a property/district that is listed or eligible for listing in the NRHP. If it is determined that the presence of this wall will require additional investigations, documentation, reporting, or coordination, then a scope addendum will be required.
6. No studies, investigations, reports, or coordination related to Section 6(f), Section 4(f), historic properties, endangered species, karst, noise or hazardous materials are required.
7. No public hearing will be held.
8. Permits for impacts to water resources are not required.

Scope Exclusions

The following items are specifically not included in this scope of work:

1. Environmental Document preparation above a Categorical Exclusion Level 2 (CE Level 3 or 4, EA or EIS)
2. Full Section 106 involvement or coordination
3. Historic property records check, field investigation or reporting
4. Involvement in or attendance of public information meeting(s) or hearing
5. Hazardous materials investigations or site assessments
6. Endangered species surveys or formal Section 7 consultation
7. Karst study
8. Noise analysis or study
9. Section 6(f) documentation or study
10. Section 4(f) documentation or analysis
11. Preparation of permit applications, including IDEM 401, USACE 404, IDNR Construction in a Floodway, or county drainage
12. Mitigation for any environmental impacts

Only Items specifically identified by above shall be included in CONSULTANT's scope-of-work. Any items not specifically identified by the above scope-of-work shall not be completed by CONSULTANT without an executed supplemental agreement.

Task #5 – Streetscape Design (SUBCONSULTANT -- Context Design)

Meetings and Site Visits

There will be several layers of meetings included as part of the scope of work:

Public Meetings: SUBCONSULTANT shall prepare for and attend two (2) public meetings at select times during the process. It is anticipated that these will be virtual or in-person meetings with social distancing achieved if still required when the meeting is scheduled

Design Team Meetings: Due to the duration of the project, assume one meeting every other week between October 1, 2020 through April 1, 2021 and one meeting every month for the remaining duration of the project. This is equivalent to 35 design meetings for the course of this project.

Site Visits: SUBCONSULTANT anticipates up to 3 site visits to conduct an initial site inventory and analysis, including existing tree evaluation, as well as follow up visits to review specific areas of concern and unique design.

Design Process and Deliverables

Conceptual Design Process

1. Collaborate with the CONSULTANT to understand street cross sections along the 1st Street route as ROW is extended (if needed), utility locations (both existing and proposed), grade changes that require retaining walls
2. Identify areas of enhancements and traffic calming elements, including pedestrian crossings, bump outs, traffic tables, enhanced pavements, and traffic circles.
3. Coordinate locations of existing and new utilities to identify locations for street trees
4. Understand the impact the Kohr Building and retaining wall will have on the street enhancements

Conceptual Design Deliverables

1. Up to four (4) rendered site plans (at various scales) to show the extent of the project, locations of street improvements, relationship between different cross sections found along the 1st Street corridor, and plantings. Include up to three (3) rounds of revisions of all site plans to respond to comments from the LPA.
2. Provide up to two (2) cross section per block and one (1) cross section for each intersection to show ROW size and uses, scale, and materiality of areas along the corridor. Include up to three (3) rounds of revisions of all cross sections to respond to comments from the LPA.
3. Once final approval from the LPA is confirmed, provide a 3-D fly through down the street to show changes of use pattern as you move along 1st Street for community viewing and education.

Stage 1 Drawing Process

1. Convert the final graphics presented during conceptual design into CAD linework for quantification of materials, coordination of construction details, and documentation of construction plans
2. Coordinate the vertical elements with the horizontal elements to identify conflicts and unique site conditions that require specific detailing
3. Research materiality and identify the need for detailing of unique conditions to ensure maintenance friendly and cost-effective options and solutions are provided
4. Conduct a self QC review and attend a page turn with the LPA to receive feedback on design

Stage 1 Submittals

1. Planting Plans and Details: These plan and detail sheets will be coordinated with utilities (existing and proposed), site vision triangles, City of Bloomington standards, and on-site conditions. Plant quantities and a prototypical list of species will be provided.
2. Hardscape Plans and Details: These will identify the extent of pavements, materiality including specialty pavements, site furnishings, and hardscape details.
3. Lists of special provisions, computations, and costs for the above items.

Stage 3 Drawing Process

1. Incorporate LPA comments into plans
2. Add detail to all horizontal elements to add clarity for construction
3. Coordinate the vertical elements with the horizontal elements to ensure conflicts and unique site conditions are correctly detailed.
4. Research options for products and materiality.
5. Refine detailing of unique conditions to ensure maintenance friendly and cost-effective options and solutions. Work with the various LPA Departments that handle maintenance.
6. Conduct a self QC review and attend a page turn with the LPA to receive feedback on design

Stage 3 Submittals

1. Planting Plans and Details: These plan and detail sheets will be coordinated with utilities (existing and proposed), site vision triangles, City of Bloomington standards, and on-site conditions. Plant quantities and species will be provided.
2. Hardscape Plans and Details: These will identify the extent of pavements, materiality including specialty pavements, site furnishings, and hardscape details.
3. Layout Plans for plantings and hardscape elements to ensure the horizontal spacing and scale is constructed correctly.
4. Special provisions with a minimum of three equal options for all products, updated computations, and costs.

Final Tracings and Letting

1. Incorporate City of Bloomington comments into site drawings
2. Conduct a final coordination review with the LPA and CONSULTANT
3. Update final computations and costs
4. Conduct a self QC review
5. Publish final documents
 - Pedestrian hardscape materials plans
 - Pedestrian hardscape layout and jointing plans
 - Planting plans
 - Enlarged plans (as needed) for enhanced and transition areas along the corridor
 - Pedestrian hardscape site details
 - Planting Details
 - Special provisions
 - Updated computations and costs
1. Answer contractor questions regarding scope of work, details and design intent
2. Review substitution requests

Construction Phase Services (see Appendix D for fees)

1. Review product submittals
2. Conduct up to 3 site visits to review work completed in the field
3. Attend up to 10 construction progress meetings, virtually, to answer questions regarding Context scope of work.
4. Conduct a final punch visit to document construction quality that is not acceptable.

Task #6 – Traffic Signal Design

The CONSULTANT shall perform all phases of the work described in this Agreement necessary to accomplish the complete design of the project. The Project traffic signal design elements shall be in accordance with the reference documents stated under Task #3 in effect at the time the roadway plans are submitted:

In the event that any design standards within the aforementioned reference documents are changed during the design process, the CONSULTANT shall be entitled to additional compensation, as necessary, to incorporate design standard changes into the project design.

The CONSULTANT shall assess the condition of the existing signal infrastructure to determine re-use or demolition of existing signal features and infrastructure.

The CONSULTANT shall prepare and submit a Proprietary Material Request to INDOT for the use of certain signal elements that are required for consistency.

The CONSULTANT shall design all signal elements and locations, including mast arms, signal heads, APS pedestrian push buttons, pedestrian countdown timers and signals, controller location, conduit, and service point.

The CONSULTANT shall prepare all necessary signal plans, including any required tables and details, to be included in the construction drawings for each of the various submittals.

Task #7 – Utility Design

These detailed design services include the replacement of the sanitary, storm, and water utilities within the new project limits along 1st Street. The services will also include coordination with the City of Bloomington Utilities and the hospital redevelopment team to determine necessary sizing and capacity. The following list summarizes the improvements locations:

1. Sanitary shall be replaced beginning at Fairview Street to Walker Street (~1365 LF).
2. Water line shall be replaced beginning at Walker Street to College Avenue (~3150 LF).
3. Storm sewer shall be designed for the length of roadway reconstruction.
4. The existing 30-inch storm sewer located at College Ave. shall be extended west beyond the B-Line Trail.

The Project shall be in accordance with the following reference documents in effect at the time the roadway plans are submitted:

1. City of Bloomington Utilities Standards
2. Indiana Design Manual, as published by the Indiana Department of Transportation (INDOT)
3. Standard Specification and Recurring Special Provisions, as published by the Indiana Department of Transportation (INDOT)

Utility Design Coordination

Prepare for and attend two (2) meetings related to the overall project or specific to particular utilities. This work will include:

1. Preparation for the meetings including preparing agenda, figures, or other information that may be needed
2. Attendance at the meeting
3. Keep minutes of the Progress Review Meetings and distribute these minutes within 7 days of the Review Meetings.

Preliminary Utility Design Services

CONSULTANT shall provide a preliminary utility design services for sanitary, storm, and potable water lines in the project limits. CONSULTANT shall provide the following services during the Stage One phase of the project:

1. Obtain and review record drawings, files, study/design reports, technical memorandum, and other data determined as necessary to complete the design.
2. Prepare calculations and preliminary sizing of the utilities being replaced or coordinate with local utilities and stakeholders for needed replacement size.
3. Prepare preliminary layouts for the relocated utilities and review slopes and cover of the utilities as well as potential conflicts.
4. Prepare draft scoping report describing design assumptions, calculations, and criteria and submit to LPA.
5. Meet with the LPA to review preliminary findings of the scoping report and potential conflicts or risks.

6. The LPA will have the opportunity to suggest additional modifications to the utility alignment at this time for incorporation into approved scoping report.
7. Critical issues will be resolved and preliminary alignment drawings will be prepared and submitted to the LPA for Approval.
8. Modifications to the alignment requested by the LPA after this submittal will be considered additional scope and require additional fee.
9. Prepare and submit a scoping report including preliminary alignment, drainage areas, and Class IV engineer's opinion of construction cost.

Detailed Utility Design Services

Prepare preliminary construction drawings and submit at milestones discussed further in this scope. Develop approximately 20 total sheets of detailed drawings sheets for the project utility relocations (sanitary, storm, and water). These drawings will generally include:

1. Plan and Profiles
2. Miscellaneous Details

Prepare design calculations as needed for various utilities including:

1. Sanitary Sewers: It is anticipated the sanitary sewer will be specified by client or stakeholders. VS will coordinate with the City and other stakeholders such as CBU and the hospital redevelopment team to identify the replacement sizes and gather any needed calculations for permitting.
2. Water Lines: It is anticipated the water lines will specified by client or stakeholders. VS will coordinate with the City and other stakeholders such as CBU and the hospital redevelopment team to identify the replacement sizes and gather any needed calculations for permitting.
3. Storm Sewers: Storm sewers and inlets will be sized per City of Bloomington and INDOT standards. Stormwater storage and BMP design is not anticipated to be needed and is not included with the overall design effort.

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.

Perform internal Design Quality Control (QC) of deliverables at each formal stage of the design.

Utility Design Permitting Services

CONSULTANT shall provide the following permitting services for the sanitary, storm, and potable water lines in the project limits:

1. Prepare Indiana Department of Environmental Management (IDEM) New Drinking Water Construction Permit for replacement of the water line.
2. Prepare IDEM Sanitary Sewer Construction Permit for replacement of sanitary sewer.
3. Assist with Parks Department Approval - The storm sewer crossing at the B-line and other work may need approval from the Parks Department.

Task #8 – Utility Coordination

Utility Coordination Services Site Specific

Assumptions

1. There are 10 public utility entities, and unknown private entities with which to coordinate and process per Indiana Department of Transportation (INDOT) Utility Coordination Policy and Indiana Administrative Code (IAC) 105
2. Subsurface Utility Engineering (SUE) is also attached from T2 (SUBCONSULTANT #2) whom CONSULTANT has collaborated with on past projects. Highlight of inclusions: Quality Level B: Electronic readings for more accurate utility locates, that include rough, approximate depth to be taken. These inform choices of Test Holes, Quality Level A. 25 each test holes are included. T2 will not provide sewer data. Sewer redesign is proposed in the design portion of this proposal.
3. CONSULTANT will coordinate work performed by T2.
4. Survey of SUE is included to record, QL-B and QL-A locations and depth readings.
5. A master utility drawing will be created from the SUE findings and include utility record information, institutional knowledge and other feedback from the utilities and field findings.
6. Collaboration with design will occur to suggest cost effective analysis.
7. Overhead Electric and multiple communication lines are visible along the south side of 1st street.
8. CONSULTANT made brief inquiries and obtained some underground utility maps. The following assists in confirmation of presence:
 - Vectren Gas has a 2” PE on the north side of 1st St. with a lateral crossing east of Walker St. This transitions to a 6” steel in front of the hospital and continues on the north side to Morton St. with 2” PE lateral crossings in front of the hospital and at Rogers St. There is a 10” steel crossing 1st St. at Morton St. and a 4” PE on the south side continuing east past College St. with a 2” PE lateral crossing east of College St.
 - Zayo has aerial facilities on Morton St. with buried facilities crossing 1st St. east of the intersection then on the south side east to limit.
 - Smithville Telephone has buried fiber crossing 1st St. east of Walker and continuing east to Fairview (at hospital) they have multiple drops crossing 1st St. both aerial and buried in the vicinity of the hospital grounds. They have aerial fiber between Rogers and Morton with buried drops crossing 1st St. east of Rogers St. Their route ends in a KDL buried run which crosses 1st St. east of Morton St.
 - Comcast has aerial plant on a pole line from Walker St. to the hospital with buried lateral crossing at west end of hospital grounds. They have aerial and buried north of 1st from Rogers St. to College St. with a buried lateral west of College St. and buried east of College St.
 - AT&T has aerial copper and fiber on the south side of 1st St. from Walker St. east to end of pole line and buried laterals, west of hospital appx. 12” – 18” in depth, crossing to north side of 1st St. then traveling east ending in front of the hospital. They have aerial copper and fiber on the north side of 1st St. between Rogers St. and College St. and buried cable on the north side of 1st St. crossing Rogers St. and Morton St. with an aerial lateral crossing to the south west of College Ave.
 - Everstream has a buried FO on the north side of 1st St. from the vicinity of the hospital entrance east crossing Rogers St. then going north, possibly in COB or KIVA duct.
9. Document processing per federal funding projects via INDOT policies
10. Attendance at preliminary field check, final field check, one additional on-site meeting during design phase included.
11. Subsurface Utility Engineering (SUE) Level C & D will be provided by CONSULTANT.
12. Utility design will be conducted by the utility or utility designated engineer.
13. Construction phase coordination is not included in this proposal.

Utility Coordination – Design Phase / Preconstruction

The following process will be used to coordinate with utilities on this project. This process is in compliance with per Indiana Department of Transportation Utility Coordination Policy and Title 105 Indiana Administrative (IAC) Code Article 13:

1. Request INDOT programmatic design schedule and recommend utility coordination schedule.
2. Research to find actual utility contacts beyond Indiana 811 and government listings, as companies change staff, and in some cases, ownership.
3. Current 811 listings for the location show utilities / organizations involved. Design tickets attached.
4. When received, research utility record files, review and contact local government offices to determine utilities with facilities within the geographical limits of the project, and investigate field conditions. Send initial notice to utilities of proposed project.
5. Distribute approved Stage 1 Plans to each Utility for the purpose of requesting verification that its existing facilities are accurately shown. All respondent utility locations, types and sizes should be shown and verified. Additional request and research of utility record files.
6. Create and maintain a complete list of all affected utilities showing contact name, address, phone number, fax number, e-mail address and contact person shall be identified and included in preliminary project reports and other applicable documents.
7. Attend design coordination meetings reporting on utility information and risk factors. Meeting quantities shown in line item document. If additional meetings expected, we can update cost to match.
8. Distribute preliminary field check plans (Preliminary Plans for New Road Construction or Reconstruction Project) to the utilities and invite utilities to attend the field check.
9. Preliminary Field Check and cover visible utility locations and approximate locations of features to be constructed. Discuss utility property interest, initial project schedule and utility preconstruction and construction schedules. Discuss all applicable issues.
10. Request missing information from Utilities written documentation is required for all utilities whether relocations are required or not.
11. If a utility is reimbursable, property interest documents, cost estimates and basic plans shall be obtained from the utility and submitted to the utility coordinator to generate the agreement and submit to oversight agency.
12. Review plan conflicts between utilities and the project construction features. Continue researching alternatives to conflicts and pursuit of greater plan details and utility location details.
13. Distribute plans Stage 3 Plans after design approval to utilities requesting final submittal of relocation work plan with estimated relocation schedule.
14. Attend Final Field Check meeting focusing on latest project schedule, refine conflict resolutions, request remaining documentation, and provide time saving alternatives.
15. Conduct utility coordination meeting, as needed, with affected utilities to resolve conflict issues and discuss relocation plans
16. Review relocation plans and schedules to verify that all conflicts are resolved. At appropriate time,

make recommendation to LPA Representative to issue written notice for utility to proceed.

17. Preparation for Final Submittal:

- Organize and review utility Work Plans to ensure compliance with the project
- Create contract Utility Special Provisions
- Package Work Plans and Utility Special Provisions for client oversight approval
- Obtain approved documents from client for final submittal to lead PM team

18. Preparation for Bid:

- Organize and review utility Work Plans to ensure compliance with the project
- Create contract Utility Special Provisions
- Package Work Plans and Utility Special Provisions for client oversight approval
- Obtain approved documents from client for final submittal to lead PM team
- Prepare Gantt schedule of relocations from raw information provided in Work Plan

Task #9 – Right of Way Engineering

CONSULTANT shall provide 12.2 Title Research and 11.1 Right-of-way Plan Development services for the project.

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

Title Research Services - Conduct 20-year chain of title search and prepare T&E Reports and also (if applicable) Title Updates in accordance with INDOT 12.2 Classification Requirements.

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

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

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

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Criteria for design and details for signs, signals, lighting, highway and structures such as grades, curves, sight distances, clearances, design loading, etc.
2. Standard Specifications and standard drawings applicable to the project
3. All written views pertinent to the location and environmental studies that are received by INDOT
4. Traffic assignments, Traffic Signal Warrants (New Signal), Traffic Lighting Warrants (New Lighting)
5. Necessary permit forms and permit processing (US Army Corps of Engineers, US Coast Guard, and/or Indiana Department of Natural Resources)
6. Available data from the transportation planning process
7. Public utility plans covering utility facilities and underground conduits throughout the affected areas
8. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract

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:

Notice to Proceed	November 3, 2020
Field Survey Complete	January 22, 2021
Stage 1 Submittal to INDOT	June 4, 2021
Environmental Document Approved	November 5, 2021
Stage 3 Submittal to INDOT	May 20, 2022
Final Tracings Submittal to INDOT	July 4, 2022
Letting	October 13, 2022

This schedule is subject to change if any unanticipated issues arise during the Environmental documentation or Right of Way Acquisition, or if there are changes to the scope of the project made by the LPA.

APPENDIX "D"Compensation

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$720,959.03 unless an amendment is executed by the parties which increases the maximum amount payable. No work shall be performed until a separate notice to proceed (NTP) is issued for each phase of work, and for the amount stated in the NTP.

B. Preliminary Engineering

1. The compensation type for the following services shall be lump sum. The maximum contract amount available for these services is \$468,120.00

Task #1 – Project Administration	\$ 38,100.00
Task #2 – Field Surveying Services	\$ 53,000.00
Task #3 – Roadway Design	\$174,300.00
Task #4 – Environmental Documentation	\$ 22,820.00
Task #5 – Streetscape Design	\$ 83,500.00
Task #6 – Traffic Signal Design	\$ 17,700.00
Task #7 – Utility Design	\$ 78,700.00

2. The compensation type for utility coordination shall be on the basis of actual hours of work performed multiplied by approved billing rates by classification, up to the not to exceed amount stated herein.

Task #8 – Utility Coordination	\$ 77,500.00
--------------------------------	--------------

3. The compensation type for the following services shall be per each Right-of-Way Parcel required. The maximum contract amount available for these services is \$61,650.00 and is based upon an estimated 15 parcels being required. Estimated parcels based upon an analysis of available GIS property data along the proposed alignment. The compensation breakdown is as follows:

Task	Rate	Quantity	Fee
#9 - T&E Reports (Permanent)	\$ 525.00	15	\$ 7,875.00
#10 - R/W Engineering (Permanent)	\$2,835.00	15	\$42,525.00
#11 - R/W Staking	\$ 750.00	15	\$11,250.00

Any additional services required to complete the Right-of-Way Engineering can be added on through an amendment to this contract. Additional services and associated fees are attached.

- C. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by LPA prior to any reimbursement therefore. Those services that are known at the signing of this contract are summarized below with attached details:

Task #12 Cultural Resource Investigation (Cardno)	\$ 6,931.40
Task #13 Geotechnical Services (GeoSolutions)	\$22,467.63
Task #14 Subsurface Utility Engineering (T2 Utility Engineers)	\$69,290.00

D. The CONSULTANT and SUBCONSULTANT will be paid for Construction Phase Services using the approved charge rates for this Contract, at a Not to Exceed amount of \$15,000.00. The CONSULTANT and SUBCONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract are items such as fares, subsistence, mileage, equipment rentals, reproductions, approved sub-consultant fees, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.

E. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

Mr. Neil Kopper, P.E.
Planning & Transportation
City of Bloomington
401 N. Morton St. Suite 130
Bloomington IN 47404

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher.

F. LPA, for and in consideration of the rendering of the services provided for in Section "A.1" and Section "B.1", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

1. Upon approval by LPA, after submittal of the completed work, sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B(1) of this Appendix "D", shall be due and payable to the CONSULTANT.
2. The CONSULTANT shall only bill for work completed on the above items. If any item is eliminated then no additional billing will be allowed. If a portion of work is completed for an item then the CONSULTANT shall bill only for that work completed.
3. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Contract or the CONSULTANT's last known address.

[Remainder of Page Intentionally Left Blank]

**MANHOURS AND FEE JUSTIFICATION
TASK #1 - PROJECT ADMINISTRATION**

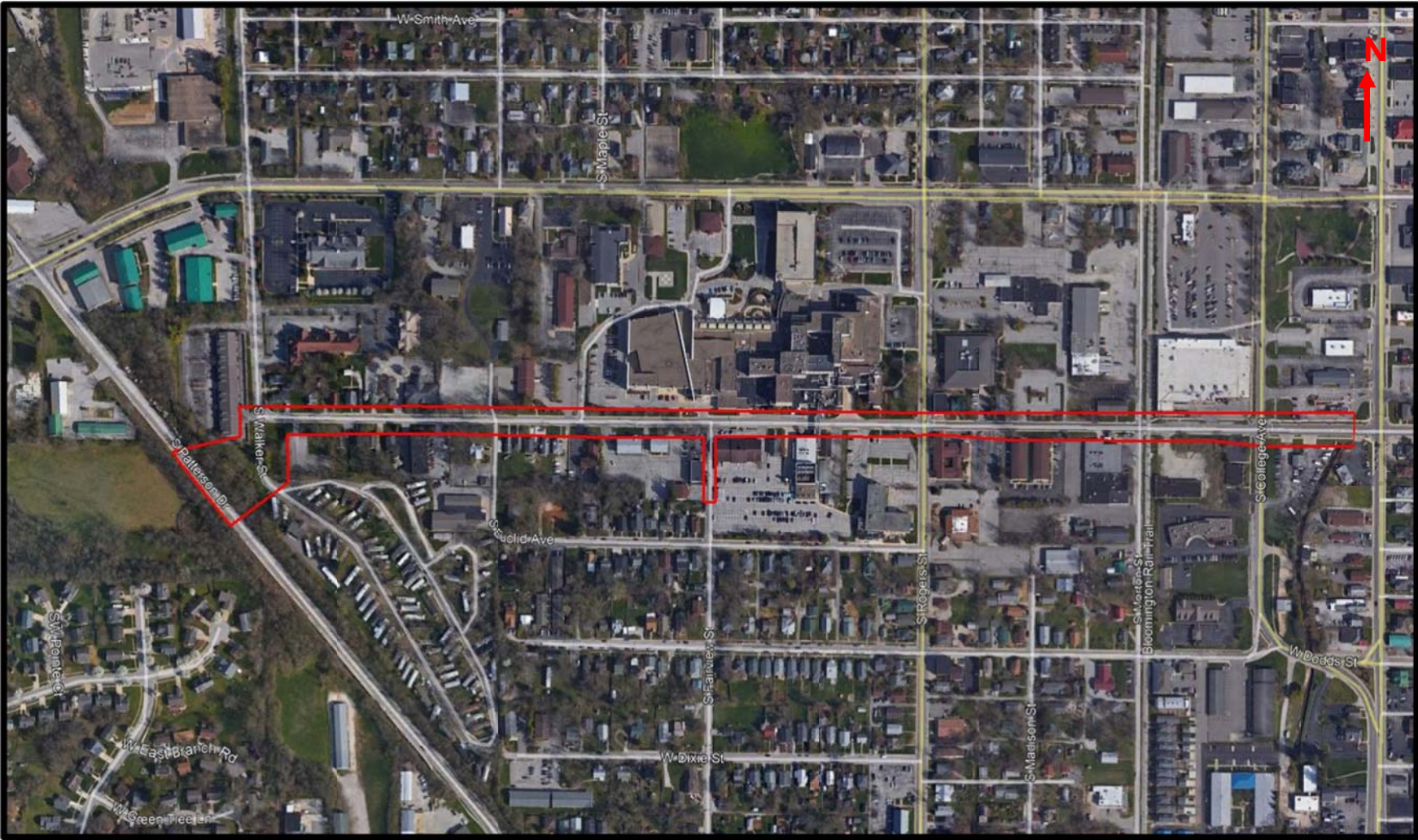
DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PROJECT ADMINISTRATION							
Conduct Project Kick-Off Meeting	2	8	8	2	0	0	20
Assist LPA in Completing a Total of 10 INDOT Quarterly Reports.	0	6	0	0	0	0	6
Participate in 10 Quarterly Report Meetings	0	2	0	0	0	0	2
Prepare a Total of 50 Monthly Progress Reports	0	16	30	0	0	0	46
Conduct 3 Submittal Review Meetings	6	12	12	6	6	0	42
Participate in bi-weekly coordination meetings with Hospital Site development team (35 meetings)	4	35	0	0	0	0	39
Conduct 10 Coordination Meetings	8	30	30	10	10	0	88
Prepare for and Conduct 2 Public Outreach Meetings	4	4	0	8	0	0	16
Conduct Pre-Bid Meeting	0	8	8	4	0	0	20
Conduct Pre-Con Meeting	0	0	0	0	0	0	0
TOTAL HOURS	24	121	88	30	16	0	279
HOURLY RATE	\$200.44	\$151.04	\$120.20	\$104.63	\$83.01	\$57.48	
DIRECT SALARY COST	\$4,810.56	\$18,275.84	\$10,577.60	\$3,138.90	\$1,328.16	\$0.00	\$38,131.06

<u>OTHER DIRECT COSTS</u>	<u>UNIT COST</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
No Travel	\$0.44	Mile	0	\$0.00

FEE SUMMARY - PROJECT ADMINISTRATION

TOTAL OTHER DIRECT COSTS	\$0.00
PROJECT ADMINISTRATION DIRECT SALARY COST	\$38,131.06
FEE TOTAL	\$38,131.06
USE	\$38,100.00

Attachment No. 1



**1st Street Survey – Bloomington, Indiana
Survey Limits**

PROJECT: 1st Street Survey
Bloomington, IN

	ESTIMATED TIME			
	Project Surveyor II	Party Chief	Survey Tech II	Total
Engineering Survey				
Research				
Auditor / Assessor Maps	1		1	
Subdivision Plats			2	
Owners Names and Addresses				
Mailings			20	
Deeds				
Section Corner Records			2	
Plans & Surveys			2	
Utility Coordination				
Locate Tickets	1		2	
Follow - Up Verification		2		
Primary Control				
Benchmark Reconnaissance	2	2	2	
Establish Horizontal Control		14	14	
Bench Level Circuit		20	20	
Property & Alignment Recon				
Alignment Reconnaissance	2	2	2	
Section Corner Recon		8	8	
Property Corner Reconnaissance		16	16	
LiDAR Data Collection & Feature Extraction				
Mobile Data Collection	2	Subconsultant		
Mainline Feature Extraction		16	64	
Structures and Misc. Details		20	20	
Route Survey & Field Book Preparation				
Alignment Calculation	24			
Property Line Determination			28	
Topography Compilation (CAD Drawing)	12		24	
Set Alignment and Reference	2	6	6	
Route Survey	8		26	
Field Check		2	2	
Field Book	4		14	
Travel				
Travel Time		28	28	
Total Hours	57	136	300	493
Average Weighted Hourly Rate	\$ 137.07	\$ 87.86	\$ 73.22	
Total Salary Cost	\$ 7,812.99	\$ 11,948.96	\$ 21,966.00	\$ 41,727.95
Direct Cost (See below)				\$ 11,355.00
Total				\$ 53,082.95
Engineering Survey Fee				\$ 53,000.00

DIRECT COSTS	UNIT COST	QUANTITY	
Travel Mileage	\$0.38/mile	2250	\$ 855.00
Lodging (Per Person / Day)	\$90/person		\$ -
Per Diem (Per Person / Day)	\$26/person		\$ -
Mobile LiDAR Data Collection	LS	1	\$ 10,000.00
Reproductions/Copies/Materials/Postage	LS	1	\$ 500.00
		TOTAL	\$ 11,355.00

**MANHOURS AND FEE JUSTIFICATION
TASK #3 - ROADWAY DESIGN**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PRELIMINARY PLOTTING							
Plan, Coordinate, Monitor, and Document Preliminary Plotting Activities	2	2	0	0	0	0	4
Verify Topographic Survey Data	0	2	0	6	0	2	10
STAGE 1 PLANS							
Plan, Coordinate, Monitor and Document Stage 1 Plan Preparation Activities	8	8	0	0	0	0	16
Prepare for and Attend Project Coordination-Meeting w/ Design Team	0	0	0	0	0	0	0
Perform ADA Compliance Check and Identify Potential Locations of Technical Infeasibility	0	1	2	0	2	0	5
Prepare Title Sheet, Index, General Notes, Utility Information	0	0	0	2	0	2	4
Prepare Preliminary Typical Cross Sections	0	0	0	2	0	6	8
Identify Locations of Poor Drainage and Develop Preliminary Drainage Scheme	0	2	4	6	0	0	12
Prepare Hydrologic Parameters for Existing and Proposed Conditions	INCLUDED IN UTILITY DESIGN FEES						0
Perform Hydrologic Analysis using HEC-HMS to determine Regulatory Discharge Rates							0
Prepare Hydraulic Parameters for Existing and Proposed Conditions							0
Perform Hydraulic Analysis using Accepted Methods for Existing and Proposed Conditions							0
Prepare Hydrologic & Hydraulics Analysis-Report							0
Establish Geometric and Grade Controls and Notify INDOT of any Potential Level 1 Issues	2	4	0	20	0	0	26
Prepare Preliminary Plan and Profile Sheets, Including Grade, Geometrics and Prop. R/W	0	0	12	0	24	60	96
Prepare Preliminary Superelevation Diagram	0	0	0	0	0	0	0
Prepare Preliminary Structure Layout and General Plan Sheets	0	0	0	0	0	0	0
Prepare Preliminary Building Demo Plans	0	0	0	0	0	0	0
Prepare Preliminary Cross Sections, Including, Drives and all Approaches	0	4	20	40	0	30	94
Perform Preliminary Level 1 Design Criteria Conformance Check and Identify Potential Design Exceptions	1	2	0	10	10	20	43
Perform Preliminary Level 2 Design Criteria Conformance Check and Identify Potential Design Exceptions	1	2	0	10	10	20	43
Prepare Preliminary Quantities and Cost Estimate Consisting of Major Pay Items	0	2	20	20	0	0	42
Prepare Abbreviated Engineer's Assessment	1	4	0	30	0	0	35
Prepare Required Forms and Certifications	2	8	20	0	0	0	30
Perform Internal QA/QC of Stage I Plans and Documentation	8	8	8	0	0	0	24
Submit Stage 1 Plans and Documentation to INDOT or LPA	0	4	4	0	0	0	8

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PRELIMINARY FIELD CHECK AND STAGE 2 PLANS							
Plan, Coordinate, Monitor and Document PFC and Stage 2 Plan Preparation Activities	8	8	0	0	0	0	16
Respond to Stage 1 Comments as Required	0	2	10	10	0	20	42
Prepare and Submit Geotechnical Investigation Request	0	1	4	0	0	6	11
Update Previously Prepared Stage 1 Plans to meet PFC Requirements	0	1	6	0	10	10	27
Prepare Preliminary Plat No. 1 Sheet	0	1	0	4	0	8	13
Prepare Preliminary ADA Curb Ramp Details	0	2	10	0	0	20	32
Prepare Preliminary Enclosed Storm Sewer Plan	INCLUDED IN UTILITY DESIGN FEES						0
Prepare Preliminary Construction Details	0	0	4	10	0	10	24
Prepare Preliminary Maintenance of Vehicular and Pedestrian Traffic Plans	0	4	8	0	0	8	20
Update Quantities and Cost Estimate	1	2	4	4	10	0	21
Update Level 1 and Level 2 Conformance Computations	0	1	4	0	0	6	11
Prepare Outline of Level 1 Design Exceptions for Discussion at PFC	0	1	6	0	0	0	7
Prepare Outline of Level 2 Design Exceptions for Discussion at PFC	0	1	6	0	0	0	7
Identify Potential Unique Special Provisions for Discussion at PFC	0	1	6	0	0	0	7
Perform Internal QA/QC of PFC Plans and Documentation	2	8	8	0	0	0	18
Prepare for and Attend Preliminary Field Check	0	4	4	0	0	0	8
Respond to PFC Comments as Required	0	0	10	0	10	8	28
Update Previously Prepared PFC Plans to meet Stage 2 Requirements	0	0	4	0	8	8	20
Prepare Preliminary Spot Elevation Detail Sheets	0	2	10	0	20	12	44
Prepare Preliminary Drainage Details	INCLUDED IN UTILITY DESIGN FEES						0
Prepare Preliminary Miscellaneous Details	0	0	4	0	6	8	18
Prepare Preliminary Pavement Marking and Signing Details	0	0	4	0	8	8	20
Prepare Preliminary Structure Data & Approach Table	0	0	0	10	10	2	22
Prepare Preliminary Unique Special Provisions	0	2	20	10	0	0	32
Perform Level 1 and Level 2 Conformance Check for Maintenance of Traffic	1	4	10	0	0	6	21
Initial Coordination with Duke on Intersection Lighting Design	2	8	12	0	0	6	28
Finalize Level 1 and Level 2 Design Exceptions and Submit to ERMS if Formal Stage 2 Submittal is Bypassed	0	2	4	0	0	0	6
Develop and Finalize Enclosed Storm Sewer Computations to ERMS if Formal Stage 2 Submittal is Bypassed	INCLUDED IN UTILITY DESIGN FEES						0
Update Quantities and Cost Estimate	2	2	4	0	0	0	8
Prepare Required Forms and Certifications No Formal Submittal to INDOT Expected	0	0	0	0	0	0	0
Perform Internal QA/QC of Stage 2 Plans and Documentation	2	4	0	0	0	0	6
Submit Stage 2 Plans and Documentation to INDOT or LPA	0	4	4	0	0	0	8

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
FINAL FIELD CHECK & STAGE 3 PLANS							
Plan, Coordinate, Monitor and Document FFC and Stage 3 Plan Preparation Activities	2	4	0	0	0	0	6
Respond to Stage 2 Comments as Required	1	4	0	10	0	20	35
Update Previously Prepared Stage 2 Plans to meet FFC Requirements	0	0	4	0	12	12	28
Prepare Preliminary Underdrain Table	0	0	0	0	0	0	0
Prepare Preliminary Miscellaneous Tables	0	1	0	10	10	0	21
Prepare Preliminary Earthwork Table	0	0	8	8	0	0	16
Perform Internal QA/QC of FFC Plans and Documentation	2	8	0	0	0	0	10
Prepare for and Attend Final Field Check	0	4	8	0	0	8	20
Respond to FFC Comments as Required	0	2	8	8	0	12	30
Finalize Title Sheet, Index, General Notes, Utility Information Sheets	0	0	4	0	0	4	8
Finalize Plat No. 1 Sheets	0	0	4	0	0	6	10
Finalize Typical Cross Sections	0	0	8	0	10	20	38
Finalize Vehicular and Pedestrian Maintenance of Traffic Plans	1	2	4	4	0	8	19
Finalize Plan and Profile Sheets	0	4	8	0	8	20	40
Finalize Superelevation Diagram	0	0	0	0	0	0	0
Finalize Construction Details	0	1	4	0	0	20	25
Finalize Enclosed Storm Sewer Plan	INCLUDED IN UTILITY DESIGN FEES						0
Finalize Drainage Details	INCLUDED IN UTILITY DESIGN FEES						0
Finalize ADA Curb Ramp Details	0	1	12	0	10	16	39
Finalize Spot Elevation Details	0	0	8	8	0	20	36
Finalize Building Demo Plan	0	0	0	0	0	0	0
Finalize Structure Layout and General Plan Sheets	0	0	0	0	0	0	0

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
Finalize Pavement Marking and Signing Details	0	0	2	0	4	8	14
Finalize Underdrain Design	0	0	0	0	0	0	0
Finalize Structure Data and Approach Tables	0	0	2	2	0	2	6
Finalize Miscellaneous Tables	0	0	4	0	4	0	8
Finalize Miscellaneous Details	0	0	4	0	0	8	12
Finalize Cross Sections	0	0	4	0	0	12	16
Finalize Level 1 Design Criteria Conformance	0	1	8	0	0	0	9
Finalize Level 2 Design Criteria Conformance	0	1	8	0	0	0	9
Finalize Quantities and Cost Estimate	0	2	10	0	10	0	22
Final Coordination with Duke on Intersection Lighting Design	2	2	10	0	0	8	22
Finalize Special Provisions	0	4	10	10	0	0	24
Prepare Required Forms and Certifications	0	8	8	0	8	0	24
Perform Internal QA/QC of Stage 3 Plans and Documentation	8	8	0	0	0	0	16
Submit Stage 3 Plans and Documentation to ERMS	0	4	4	0	0	0	8
FINAL TRACINGS							
Plan, Coordinate, Monitor and Document Final Tracings Plan Preparation Activities	4	4	0	0	0	0	8
Respond to Stage 3 Comments as Required	0	2	0	10	10	20	42
Prepare Final Tracings Plans and Documentation	4	8	10	0	0	0	22
Prepare Required Forms and Certifications	0	8	0	8	8	0	24
Perform Internal QA/QC of Final Tracings Plans and Documentation	8	8	0	0	0	0	16
Submit Final Tracings Plans and Documentation to ERMS	0	4	4	0	0	0	8
TOTAL HOURS	75	213	424	272	222	510	1716
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$200.44	\$151.04	\$120.20	\$104.63	\$83.01	\$57.48	
DIRECT SALARY COST	\$15,033.00	\$32,171.52	\$50,964.80	\$28,459.36	\$18,428.22	\$29,314.80	\$174,371.70

VS ENGINEERING FEE JUSTIFICATION BY CLASSIFICATION				
PROJECT: Bloomington 1st Street Reconstruction				
	ESTIMATED TIME			Total
	Project Scientist II	Project Scientist I		
Environmental Documentation				
Attend PFC	8	0		8
Gather background data, prepare project graphics	12	4		16
P&N Statements, alternative descriptions	2	6		8
Prepare RFI	4	16		20
Field visit for photographs and RFI verification	4	0		4
Submit RFI for INDOT approval	1	0		1
Coordinate archaeology and MPPA (Cardno)	6	2		8
Prepare ECL and distribute	4	12		16
Perform on-site waters investigations	1	8		9
Prepare Waters Report	4	24		28
Prepare USFWS IPaC coordination	4	4		8
EJ study and coordination	2	8		10
Prepare draft CE-2	12	60		72
Prepare and publish public notice	2	4		6
Respond to public information requests	4	0		4
Revise CE-2 after conclusion of public comment period	2	6		8
Provide commitments text to designer	0	2		2
Provide monthly progress reports	8	0		8
Total Hours	80	156		236
Average Weighted Hourly Rate	\$ 151.74	\$ 64.69		
Total Salary Cost	\$ 12,139.20	\$ 10,091.64		\$ 22,230.84
Direct Cost (See below)				\$ 591.20
Total				\$ 22,822.04
Environmental Documentation Fee				\$ 22,820.00
DIRECT COSTS	UNIT COST	QUANTITY	COST	
Travel Mileage	\$0.38/mile	240	\$ 91.20	
Lodging (Per Person / Day)	\$90/person		\$ -	
Per Diem (Per Person / Day)	\$26/person		\$ -	
GPS Rental	\$ 500.000	1	\$ 500.00	
		TOTAL	\$ 591.20	

CONTEXT LANDSCAPE ARCHITECTURE

MAN-HOUR JUSTIFICATION TASK #5 - STREETScape DESIGN

PROJECT: Bloomington 1st Street
 LIMITS:
 DESCRIPTION: Pedestrian hardscapes, plantings plans, site furnishings

WORK CLASSIFICATION	ESTIMATED TIME					TOTALS
	Principal	Landscape Architect	Designer	Intern	Admin Support	
Administration						
General coordination with Design Team	8	32	8			48.0
Internal team meetings	6	16	16			38.0
Coordinate billing and invoicing	2	2			6	10.0
Meetings and Site Visits						
Public Meetings (Quantity of 2)	8	8	16			32.0
Site Visits for Inventory and Analysis	4	12	16			32.0
Design Team Meetings	12	16	4			32.0
Conceptual Design						
Conceptual Design of Corridor	8	12	16			36.0
2-D graphic development		24	32			
Research of ROW Plant Materials		4	4			8.0
Site Furnishing Family Development		2	8			10.0
Fly through graphic of final street concept plan	4	20	40			64.0
Stage 1 Submittal						
Landscape Plan(s)	2	8	16			26.0
Planting Details		2	2			4.0
Speciality Hardscape Plans	2	16	32			50.0
Speciality Hardscape Details		3	16			19.0
Special Provisions	6	3				9.0
Computations			6			6.0
Costs		6	2			8.0
QAQC	2	2	1			5.0
Incorporate Bloomington comments for Stage 3 drawings.		4	4			8.0
Stage 3 Submittal						
Landscape Plan(s)	1	4	16			21.0
Planting Details		2	8			10.0
Speciality Hardscape Plans		8	24			32.0
Speciality Hardscape Details		6	16			22.0
Special Provisions	3	6				9.0
Computations			4			4.0
Costs		4				4.0
QAQC	2	1				3.0
Final Tracings Submittal						
Landscape Plan(s)		1	2			3.0
Planting Details		1	2			3.0
Signage and Gateway Details	1	2	2			5.0
Speciality Hardscape Plans		1	2			3.0
Speciality Hardscape Details		1	2			3.0
Special Provisions	2	2				4.0
Computations			2			2.0
Costs		1				1.0
QAQC	2	2				4.0

TOTAL HOURS	75.0	234.0	319.0		6.0	634.0
AVERAGE HOURLY RATE	\$ 150.00	\$ 140.00	\$ 120.00	\$ 105.00	\$ 85.00	
DIRECT SALARY COST	\$ 11,250.00	\$ 32,760.00	\$ 38,280.00	\$ -	\$ 510.00	\$ 82,800.00
DIRECT COSTS (See Below)						\$ 663.00
TOTAL FEE						\$ 83,463.00

USE \$ 83,500.00

Direct Expenses Cost	Unit Cost	Units	Quantity	Cost
Mileage	\$ 0.55	Mile	780.00	\$ 429.00
Color prints (11" x 17")	\$ 1.50	Each	60.00	\$ 90.00
Color prints (24" x 36")	\$ 18.00	Each	8.00	\$ 144.00
Total				\$ 663.00

assume 6 trips @ 65 miles one v

**MANHOURS AND FEE JUSTIFICATION
TASK #6 - TRAFFIC SIGNAL DESIGN**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PROJECT ADMINISTRATION							
Plan, Coordination and Monitor Traffic Signal Design Activities	2	8	0	0	0	0	10
Collect, Review and Analyze Existing Available Data Relevant to Existing Conditions at Proposed Intersection	0	4	4	0	0	0	8
Perform Site Investigation at Proposed Intersection	0	4	4	0	0	0	8
Prepare and Submit Preliminary Design Documents (Includes Proprietary Material Request)	2	8	20	20	12	20	82
Prepare and Submit Final Design Documents.	2	2	24	12	10	0	50
TOTAL HOURS	6	26	52	32	22	20	158
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$200.44	\$151.04	\$120.20	\$104.63	\$83.01	\$57.48	
DIRECT SALARY COST	\$1,202.64	\$3,927.04	\$6,250.40	\$3,348.16	\$1,826.22	\$1,149.60	\$17,704.06

OTHER DIRECT COSTS UNIT COST UNIT QUANTITY COST

No Travel

FEE SUMMARY - TRAFFIC SIGNAL DESIGN PER SIGNAL

TOTAL OTHER DIRECT COSTS	\$0.00
TRAFFIC SIGNAL DESIGN PER SIGNAL DIRECT SALARY COST	\$17,704.06
<u>FEE TOTAL</u>	<u>\$17,704.06</u>
<u>USE</u>	<u>\$17,700.00</u>

**MANHOURS AND FEE JUSTIFICATION
TASK #7 - UTILITY DESIGN**

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
PRELIMINARY PLOTTING							
Plan, Coordinate, Monitor, and Document Preliminary Plotting Activities		1					1
Verify Topographic Survey Data		2		6		2	10
PRELIMINARY FIELD CHECK AND STAGE 2 PLANS							
Plan, Coordinate, Monitor and Document Stage 1 Plan Preparation Activities		8					8
Prepare for and Attend Project Coordination Meeting w/ Design Team		2			2		4
Meet with CBU to discuss utility replacement		4			8		12
Prepare Title Sheet, Index, General Notes, Utility Information				2		2	4
Prepare Preliminary Typical Cross Sections				2		6	8
Identify Locations of Poor Drainage and Develop Preliminary Drainage Scheme		4	2	8			14
Prepare Hydrologic Parameters for Existing and Proposed Conditions		1	2	2	12		17
Perform Hydrologic Analysis to determine Discharge Rates		1	2	4	16		23
Prepare Hydraulic Parameters for Existing and Proposed Conditions		2	2	4	12		20
Perform Hydraulic Analysis using Accepted Methods for Inlet Calculations		2	2	4	12		20
Prepare Basis of Design Report for Utilities		2	2	4	24		32
Prepare Preliminary Layouts of Improvements (also used as figures for drainage report)		1	4	4	24		33
Prepare Preliminary Plan and Profile Sheets of utilities			8	12	16	60	96
Prepare Preliminary Quantities and Cost Estimate Consisting of Major Pay Items		1	4	12			17
Perform Internal QA/QC of Stage I Plans and Documentation	2	8	8				18
FINAL FIELD CHECK & STAGE 3 PLANS							
Plan, Coordinate, Monitor and Document FFC and Stage 3 Plan Preparation Activities	2	4					6
Prepare Preliminary Miscellaneous Tables		1		10	10		21
Prepare and Meet with CBU to discuss utility replacement		4			8		12
Prepare for and Attend Final Field Check		4				8	12
Respond to FFC Comments as Required		2	8	8		12	30
Finalize Utility Plan and Profile Sheets			4	8	12	48	72
Finalize Utility Miscellaneous Details		1	1	4	8	20	34
Finalize Enclosed Storm Sewer Plan		1	1	4	8	20	34
Finalize Drainage Details		1	1	4	8	20	34
Prepare Structure Data and Pipe Tables			2	2	8	20	32
Finalize Quantities and Cost Estimate		2	2	8	16		28
Prepare IDEM permitting for Sanitary and Water Replacement		1	2	8	32		43
Finalize Special Provisions		4	4	10	16		34
Perform Internal QA/QC of Stage 3 Plans and Documentation	8	8					16

DESCRIPTION	MANHOURS CLASSIFICATION						ROW TOTALS
	PM II	PM I	ENG III	ENG II	ENG I	CAD TECH I	
FINAL TRACINGS							
Plan, Coordinate, Monitor and Document Final Tracings Plan Preparation Activities	4	4					8
Respond to Stage 3 Comments as Required		2		4	10	40	56
Prepare Final Tracings Plans and Documentation	2	4			8		14
Prepare Required Forms and Certifications		8		8	8		24
Perform Internal QA/QC of Final Tracings Plans and Documentation	4	4					8
TOTAL HOURS	22	94	61	142	278	258	855
HOURLY RATE (SEE BELOW FOR COMPUTATIONS)	\$200.44	\$151.04	\$120.20	\$104.63	\$83.01	\$57.48	
DIRECT SALARY COST	\$4,409.68	\$14,197.76	\$7,332.20	\$14,857.46	\$23,076.78	\$14,829.84	\$78,703.72

OTHER DIRECT COSTS

<u>UNIT COST</u>	<u>UNIT</u>	<u>QUANTITY</u>	<u>COST</u>
\$0.44	Mile	200	\$88.00

FEE SUMMARY - ROADWAY DESIGN

TOTAL OTHER DIRECT COSTS	\$88.00
ROADWAY DESIGN FEE TOTAL	<u>\$78,703.72</u>
<u>LUMP SUM FEE TOTAL - ROADWAY DESIGN SERVICES</u>	<u>\$78,791.72</u>
<u>USE</u>	<u>\$78,700.00</u>



TASK #8 UTILITY COORDINATION

**Bloomington 1st St Reconstruction
from Patterson Dr to Walnut St
INDOT LPA Des 1900399
Proposal Date 2020-09.23**

Note: Summarized Utility Coordination tasks represent those identified by Chapter 104 of the Indiana Design Manual, Indiana Administrative Code 105 and utility coordination procedures provided by the governing agency.

DESCRIPTION		MANHOURS CLASSIFICATION					TOTALS
		PM I	ENG III	ENG II	UC	CADD Tech II	
Utility Coordination Design Phase (Preconstruction)							
1	Coordinator manager to provide oversight of progress in behalf of client.	24	12				36
2	Interviews conducted and requests made with project management and designer to define project scope details.	32	8	0.5	1		41.5
3	Develop applicable schedule for coordinating utilities based on project scope and Indiana Administrative Code. (Design commits to providing plans timely to fulfill IAC requirements)	24	18	1			43
4	Research to find utility organization key persons to provide facility location records, easement documentation, and analysis of the project along with authorized signatures.		8		2.5		10.5
5	Create and maintain tracking spreadsheet of utility contacts, and summarize responses to notices.		2	6	12		20
6	(UTA) Utility Tracking Application upload and milestone updating INDOT - Fed Funds Projects			2	4		6
7	Research for private facility information and request locates and records. Request records for commonly non-participating facilities such as signals and Intelligent Transportation Systems.			2	6		8
8	Develop exhibits based on preliminary plans (Preferably Stage 1) shared by the designer and distribute with applicable notice to utility letters			10	4	12	26
9	Proactively engage facility contacts by providing <u>initial notice</u> of project with as much detail as possible from design.			2	12		14
10	Review, log responses and share with PM and Design any significant information.	8	8		12		28
11	Follow-up with designer to ensure known facilities are showing from survey and preliminary project layout is completed.		12		16		28
12	Package plans, provide exhibits, geotechnical data (when available), along with <u>verification letter</u> and distribute to the utilities.			2	12	8	22
13	Follow up to gain utility verification information, continually requesting details.		3	4	16		23
14	Update PM and design of available utility details, and <u>reimbursable potentials</u> .	12		1	1		14

-----Research and Management-----
-----Initial Notice-----
-----Analysis-----
-----Verification-----



TASK #8 UTILITY COORDINATION

Bloomington 1st St Reconstruction
from Patterson Dr to Walnut St
INDOT LPA Des 1900399
 Proposal Date 2020-09.23

Note: Summarized Utility Coordination tasks represent those identified by Chapter 104 of the Indiana Design Manual, Indiana Administrative Code 105 and utility coordination procedures provided by the governing agency.

		MANHOURS CLASSIFICATION					
DESCRIPTION		PM I	ENG III	ENG II	UC	CADD Tech II	TOTALS
Utility Coordination Design Phase (Preconstruction)							
15	Pursue detailed information on reimbursable utilities. Assist analysis of utility property interest (easement) limits, request detailed cost estimate, coordinate agreement flow between utility and agency PM and ownership legal.			7	24		31
16	Participate in design update meetings and Preliminary Field Check meeting. Meeting discussions will include information provided by or needed from the utilities for cost, space and time impacts to inform design and schedule decisions.	9	24	24	24		81
17	Follow-up with PM and design to gain plans highly relevant to utilities showing all structures with details, especially those below grade at multiple design stages.		20		6		26
18	Determine scope of subsurface investigations, additional survey, schedules, and costs, and implement plan.		24	12	6		42
19	Follow up with the PM requesting signal plans are completed at the early stage of design and will be ready to be sent to all utilities together with the main project plan. Utility coordinator available to advise on service location based on power availability.		2				2
20	Package plans, provide exhibits, geotechnical (when available), and distribute to the utilities, requesting identification of Conflicts between facilities and project structures.			1	2.5	8	11.5
21	Follow-up with utilities to gain responses to the Conflict Analysis Letter and share conflicts with PM and Designer.			0.5	3		3.5
22	Attend design adjustment meetings and Final Field Check, inviting utilities to share scoping information and gain responses.	9		5			14
23	Follow-up with PM and designer to gain timely release of design reflecting design adjustments to avoid utilities as much as possible. Design to report on remaining conflicts.			1	1		2

-----Reimbursabl
 -----Research
 S.U.I.E.
 -----Conflict Analysis



TASK #8 UTILITY COORDINATION

Bloomington 1st St Reconstruction
from Patterson Dr to Walnut St
INDOT LPA Des 1900399
 Proposal Date 2020-09.23

Note: Summarized Utility Coordination tasks represent those identified by Chapter 104 of the Indiana Design Manual, Indiana Administrative Code 105 and utility coordination procedures provided by the governing agency.

		MANHOURS CLASSIFICATION					
DESCRIPTION		PM I	ENG III	ENG II	UC	CADD Tech II	TOTALS
Utility Coordination Design Phase (Preconstruction)							
24	Package plans (typically Stage 3 level of completeness for utilities purposes), exhibits and other information highlighting remaining conflicts along with the request <u>Preliminary Work Plans</u> with utilities providing relocation plans.		2	8	8	6	24
25	Follow-up with each utility requesting timely submittal of <u>Preliminary Work Plans</u> reminding them to provide relocation plans of sufficient detail.			4	16		20
26	Review <u>Preliminary Work Plans</u> and coordinate with design on needed updates.			2	6	12	20
27	Follow-up with each utility requesting timely submittal of <u>Final Work Plans</u> reminding them to provide relocation plans of sufficient detail.			3	20		23
28	Review each utility work plan for completeness. Follow-up with utility requesting missing or unclear information with recommendations as needed. Review requested revisions, repeat requests as needed.		6		4		10
29	If necessary, prepare, sign, and send to the utility a letter notifying the utility that their relocation work plan is not acceptable and the reasons why not, 105 IAC 13-3-3(f).			2	4		6
30	Review each revised utility relocation work plan to ensure that it is compatible and reasonable, 105 IAC 13-3-3(f).		3		2		5
31	Prepare and provide to the utility an alternative utility relocation work plan that is compatible and reasonable, 105 IAC 13-3-3(f).		5		3		8
32	Sign and provide a copy of each final work plan to the utility oversight agent for review and to the project manager to review and sign.		12		6		18
33	Prepare the utility coordination special provision and the utility coordination certificate and provide it to the utility oversight agent and project manager for review.			3	5		8
34	Update work plans and special provisions, after review comments received. Pursue utility for Work Plan updates.		4	1	3		8
35	Prepare a Gantt chart for utility relocation work that reflects the predecessors, start time, finish time and duration. Answer questions and coordinate changes with utility.	6		5			11

-----Work Plans-----
 -----Final Submittals-----



TASK #8 UTILITY COORDINATION

Bloomington 1st St Reconstruction
from Patterson Dr to Walnut St
INDOT LPA Des 1900399
 Proposal Date 2020-09.23

Note: Summarized Utility Coordination tasks represent those identified by Chapter 104 of the Indiana Design Manual, Indiana Administrative Code 105 and utility coordination procedures provided by the governing agency.

DESCRIPTION	MANHOURS CLASSIFICATION					TOTALS
	PM I	ENG III	ENG II	UC	CADD Tech II	
Utility Coordination Design Phase (Preconstruction)						
36 Advise PM to determine need of a separate clearing contract and schedule impacts to letting and construction.			0.5			0.5
37 Prepare a consolidated drawing (master relocation plan) on project plans that shows the location of all existing and proposed utility facilities.		12	.	1	16	29
38 Provide a notice to proceed to each utility to execute their approved work plan after the work plan has been reviewed, approved and a permit issued.			2	5		7
39 Follow-up with utilities relocating during pre project construction requesting schedule updates.	4	4		4		12
Task 8 - Total Hours	128	189	111.5	252	62	742.5
Task 8 Average Weighted Hourly Rate	\$140.34	\$120.83	\$100.40	\$82.20	\$72.26	
Task 8 Direct Salary Cost	\$17,963.52	\$22,836.87	\$11,194.60	\$20,714.40	\$4,480.12	\$77,189.51
OTHER DIRECT COSTS			QUANTITY	UNIT COST	COST	
Travel - General Utility Meeting on Site			158	\$0.44	\$69.52	
Travel - Individual Utility Meetings			158	\$0.44	\$69.52	
Travel - Field Check (Preliminary and Final)			316	\$0.44	\$139.04	
Travel - Design Team Meetings			76	\$0.44	\$33.44	
Plan copies			50	1	\$50.00	
TOTAL OTHER DIRECT COSTS						\$361.52
FEE TOTAL (L-Sum)						\$77,551.03
(USE) FEE TOTAL (L-Sum)						\$77,500.00

-----NTP-----
 -Management-

SCOPE OF SERVICES: CULTURAL RESOURCE INVESTIGATIONS/SECTION 106 COMPLIANCE

September 18, 2020

VS ENGINEERING

1ST STREET RECONSTRUCTION FROM FAIRVIEW STREET TO COLLEGE AVENUE, BLOOMINGTON, MONROE COUNTY, INDIANA

Cardno appreciates the opportunity to continue to support VS Engineering projects. Based on your email received on Monday, September 14, 2020, the following scope of work is provided for Section 106 compliance as related to the 1st Street Reconstruction Project in Bloomington, Indiana.

Task 1: MPPA Category B-1 Documentation

Based on our understanding, the project consists of a roadway reconstruction project that will include curb, gutter, and sidewalk replacement. As a result, it appears that the project will qualify as a Category B-1 Minor Project under the Minor Projects Programmatic Agreement (MPPA). The project will require the acquisition of new right-of-way (ROW) and for the purposes of this proposal, it is assumed that some portions of the ROW acquisition will be within undisturbed soils. These areas will require an archaeological investigation. A preliminary review of the Indiana Buildings, Bridges, and Cemeteries Map indicates no National Register of Historic Places (NRHP) listed or eligible properties in or adjacent to the project area; therefore, no work related to aboveground resources is anticipated for the project. As a result, Cardno will provide the following:

TASK 1.1: Phase Ia Archaeological Reconnaissance

For the purposes of this proposal, Cardno assumes that 2 acres of ROW in previously undisturbed soils will be required for the project. A Phase Ia archaeological reconnaissance will be completed within these areas to determine the presence of NRHP-eligible sites.

Cardno will excavate up to 32 shovel test units. We further assume that one archaeological site will be identified as a result of the Phase Ia, due to the presence of historic structures adjacent to the project area. We assume that up to 25 artifacts will be collected as a result of this investigation. Therefore, a full Phase Ia archaeological report will be prepared.

A draft technical Phase Ia report will be submitted to the client within approximately 4-6 weeks following completion of the field survey. The report will include the results of the records review, field methods, survey results, analysis, and recommendations. Cardno will assess the significance of any identified archaeological sites according to the eligibility criteria for listing in the NRHP. Cardno will produce an electronic copy of the draft Phase Ia report and submit to the client for their review prior to submitting to the Indiana Department of Transportation-Cultural Resources Office (INDOT-CRO). Following approval from INDOT-CRO, we will prepare one hard copy of the report for submittal to the Indiana Department of Natural Resources-Division of Historic Preservation and Archaeology (IDNR-DHPA), though no formal review by IDNR-DHPA is anticipated due to the minor project status of the project.

Fee not to Exceed: \$6,931.40

Assumptions:

- Conductive weather conditions, i.e. no heavy rain, snow, or frozen ground.
- Phase Ia archaeological reconnaissance of up to 2 acres is included.
- Up to 32 shovel test units will be excavated.
- One archaeological site will be identified, which will include the analysis of up to 25 artifacts.
- Upon approval by INDOT-CRO, artifacts will be returned to the landowner.
- Section 106 consultation/documentation is not included.
- A Historic Property investigation pursuant to MPPA Category B-1 Condition Bii is not included in this scope of services.
- A Historic Property Report is not required or included.

Task 1.1 – Rate Table				
	Labor Classification	Billing Rate	Hours	Total
Task 1.1	Senior Project Consultant	\$104.00	8	\$832.00
	Staff Consultant	\$75.00	25	\$1,875.00
	Senior Field Technician	\$62.00	46	\$2,852.00
	Field Technician	\$50.00	7	\$350.00
	GIS, CADD, or Drafting Consultant	\$108.00	7	\$756.00
	Project Assistant/Coordinator	\$85.00	2	\$170.00
	Total			95

Task 1.1 – Reimbursable Expenses			
Description	Qty	Rate	Total
Mileage	110	\$0.39	\$42.90
Photocopies	54	\$0.25	\$13.50
Shipping (UPS)	2	\$20.00	\$40.00
Total			\$96.40



GeoSolutions, Inc.
6128 Eagles Nest Blvd
Zionsville, IN 46077
Phone: (317) 273-0070

September 29, 2020

Mr. Joshua Eisenhauer, P.E.
VS Engineering, Inc.
4275 N. High School Road
Indianapolis, IN 46254

Re: Proposal for Professional Services:
Geotechnical Evaluation
Reconstruction of 1st Street between
Fairview Street and College Avenue
Bloomington, Indiana
GSI Proposal No. P20146

Dear Mr. Eisenhauer:

GeoSolutions, Inc. (GSI) is pleased to submit the following proposal to perform a geotechnical evaluation for the referenced project. This proposal is in response to your telephone conversation and electronic communications on September 24, 2020.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

From our understanding, the city of Bloomington is planning to reconstruct 1st Street from Fairview Street to College Avenue, about 1,900 ft in length, and mill and overlay from Walker Street to Fairview Street, about 1,400 ft in length. The reconstruction may include moving sidewalk away from the pavement and creating a buffer zone with trees and grass area. Due to this widening process some of the existing small retaining walls will be removed and reconstructed. The anticipated length of retaining wall is about 200 to 250 ft and retained height will be around 6 ft or less. At this time, additional details of the proposed improvements and construction schedule are not known.

Geotechnical Evaluation

The purpose of our services will be to provide an evaluation of the subsurface conditions and assess the impact of these conditions on the proposed improvements and pavement design for the reconstruction, mill and overlay, and retaining wall. We will perform five soil borings at a spacing of about 400 to 500 ft to a depth of 10 ft in the reconstruction area. Three soil borings to a depth of 15 ft near the proposed retaining wall and one pavement core with soil boring to a depth of 6 ft at the halfway of mill and overlay section. Given our involvement with other projects in the area and based on a review of geologic information, the overburden within the depth of interest are anticipated to consist primarily of cohesive soils over relatively shallow limestone rock. Bedrock is anticipated to be encountered within the depth of exploration and where encountered we will perform 5-ft rock core at a few locations. Based on this, our scope of services is planned to include:

Task 1. Performing five road borings to a depth of 10 ft and three wall borings to a depth of 15 ft or to auger refusal in the pavement reconstruction area and near proposed retaining wall, respectively. If/where bedrock is encountered in the borings, 5-ft cores will be taken into sound rock. In addition, one road boring to a depth of 6 ft in the midpoint of the proposed mill and overlay section will be performed. We will also collect one bag sample for moisture-density tests and improved resilient modulus test. A few Shelby tube samples will be collected at road boring locations for in-situ resilient modulus tests. Additionally, we will install perforated pipe in the boring performed at the shoulder to obtain 24 hr groundwater reading. We anticipate that the borings will be performed with truck-mounted equipment with traffic control. The boreholes will be backfilled at completion of the field work with auger cuttings, bentonite chips and/or bentonite grout, and a concrete patch at the surface where necessary.

The borings will be advanced using 3¼-in. I.D. hollow stem augers (AASHTO T 203) with split-spoon samples (i.e., using Standard Penetration Test procedures [AASHTO T 206]) obtained at 2½-ft. GSI will locate the borings using measurements from existing site features shown on plans to be provided. In addition, we will contact Indiana 811 to arrange an underground utility line location check;

Task 2. Performing laboratory tests including visual soil classification, natural moisture content, grain size analyses, Atterberg limits, specific density, unit weight, unconfined compressive strength on cohesive soil, moisture-density relationship (Standard Proctor Test), subgrade resilient modulus test, compressive strength on rock cores, pH and water soluble sulfate determinations, and hand penetrometer readings;

Task 3. Preparing a technical report which will include a summary of our findings and recommendations for geotechnical and pavement considerations regarding:

- a. Subgrade preparation and improvement, where necessary for support of pavement;
- b. Retaining wall; and
- c. Pavement design parameters.

SCHEDULE

We generally anticipate being able to mobilize in about three to four weeks after notice-to-proceed. The field work is anticipated to require two days to complete. After the field work is completed, the laboratory testing is anticipated to take approximately three to four weeks. We anticipate submitting a report within three weeks after the laboratory work is completed. Preliminary verbal recommendations can be provided as necessary.

FEES

We propose to provide our services per the attached unit rate schedule with a not to exceed amount of \$22,475 for the field work, laboratory testing and geotechnical evaluation. If any

Mr. Joshua Eisenhauer, P.E.
VS Engineering, Inc.
1st Street Reconstruction, Bloomington, IN

September 29, 2020
Page 3

significant variation develops during the course of the evaluation, we will advise you so that our efforts can be effectively directed.

CLOSURE

We look forward to providing our services to you on this project. Should you have any questions or if you require additional information, please contact us.

Sincerely,

GEOSOLUTIONS, INC.



Skanda Skandarajah, Ph.D., P.E.
Principal Engineer

CRB

Enclosures: Cost Estimate

Geotechnical Evaluation Unit Prices
1st Street Reconstruction, Bloomington, IN
GeoSolutions, Inc., Proposal No. P20146

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 ea	\$310.50	\$310.50
b. CPT	ea	\$517.50	
c. Field and utility coordination	1 LS	\$1,000.00	\$1,000.00
d. Field coordination with property owners			
i. 1 - 10	1 LS	\$368.00	\$368.00
ii. 11 - 25	LS	\$586.50	
iii. Over 25	LS	\$816.50	
e. Mileage	140 mi	\$4.03	\$563.50
2. Truck mounted borings with split spoon sampling			
a. Standard	101 ft	\$21.85	\$2,206.85
b. Night time	ft	\$25.78	
3. Truck mounted borings with drilling fluid			
a. Standard	ft	\$21.85	
b. Night time	ft	\$25.78	
4. Truck mounted core drilling			
a. Standard	10 ft	\$44.85	\$448.50
b. Night time	ft	\$52.92	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement			
i. Standard	ft	\$44.85	
ii. Night time	ft	\$52.92	
b. Bridge deck coring and restoration			
i. Standard	ea	\$402.50	
ii. Night time	ea	\$474.95	
6. Cone penetrometer testing			
a. Set up			
i. Standard	ea	\$92.00	
ii. Night time	ea	\$108.56	
b. Subsurface profiling			
i. Standard	ft	\$14.09	
ii. Night time	ft	\$16.63	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation			
a. Standard	ea	\$106.95	
b. Night time	ea	\$126.20	
ii. Penetration			
a. Standard	ft	\$16.68	
b. Night time	ft	\$19.68	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
iii. Pore water dissipation test			
a. Standard	hr	\$218.50	
b. Night time	hr	\$257.83	
iv. Hydraulic conductivity and consolidation			
a. Standard	ea	\$86.25	
b. Night time	ea	\$101.78	
d. Profiling with Shearwave Velocity Measurement			
i. Standard	ft	\$18.11	
ii. Night time	ft	\$21.38	
e. Sample			
i. Standard	ea	\$27.60	
ii. Night time	ea	\$32.57	
7. Hand or truck soundings			
a. Standard	20 ft	\$14.38	\$287.50
b. Night time	ft	\$16.96	
8. Hand auger drilling			
a. Standard	ft	\$14.95	
b. Night time	ft	\$17.64	
9. Skid mounted borings with split spoon sampling			
a. Standard	ft	\$34.50	
b. Night time	ft	\$40.71	
10. Skid mounted borings using drilling fluid			
a. Standard	ft	\$34.50	
b. Night time	ft	\$40.71	
11. Skid mounted core drilling			
a. Standard	ft	\$49.45	
b. Night time	ft	\$58.35	
12. Skid mounted boring through bedrock or boulders			
a. Standard	ft	\$51.75	
b. Night time	ft	\$61.07	
13. Skid mounted soundings			
a. Standard	ft	\$20.13	
b. Night time	ft	\$23.75	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up			
i. Standard	ea	\$132.25	
ii. Night time	ea	\$156.06	
b. Subsurface profiling			
i. Standard	ft	\$20.41	
ii. Night time	ft	\$24.09	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation			
a. Standard	ea	\$126.50	
b. Night time	ea	\$149.27	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
ii. Penetration			
a. Standard	ft	\$23.58	
b. Night time	ft	\$27.82	
iii. Pore Water Dissipation Test			
a. Standard	hr	\$253.00	
b. Night time	hr	\$298.54	
iv. Hydraulic Conductivity and Consolidation			
a. Standard	ea	\$97.75	
b. Night time	ea	\$115.35	
d. Profiling with Shearwave Velocity Measurement			
i. Standard	ft	\$28.75	
ii. Night time	ft	\$33.93	
e. Sample			
i. Standard	ea	\$36.80	
ii. Night time	ea	\$43.42	
15. Furnishing of a boat	Actual Cost		
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$6,900.00	
ii. Rental of support equipment and/or boat	Actual Cost		
iii. Drill rig down time	hr	\$172.50	
b. Non-navigable water barge set-up	ea	\$5,750.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$2,415.00	
b. Non-navigable water	ea	\$2,185.00	
18. Barge mounted borings with split spoon sampling	ft	\$37.95	
19. Barge mounted core drilling	ft	\$51.75	
20. Barge mounted boring through bedrock or boulders	ft	\$51.75	
21. Barge mounted soundings	ft	\$23.00	
22. Casing through water	ft	\$9.78	
23. Uncased sounding through water	ft	\$6.33	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	10 ea	\$80.50	\$805.00
b. Rock core borings	2 ea	\$138.00	\$276.00
25. Additional 2-in. split spoon sampling	4 ea	\$24.15	\$96.60
26. 3-in. split spoon samples	ea	\$26.45	
27. 3-in. Shelby tube samples	2 ea	\$72.45	\$144.90
28. Bag samples			
a. 25-lb sample	1 ea	\$58.65	\$58.65
b. 5-lb sample	ea	\$37.95	
29. Field vane shear test			
a. Standard	ea	\$132.25	
b. Night time	ea	\$156.06	
30. 4½-in. cased hole	ft	\$14.38	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation			
i. Standard	ft	\$17.25	
ii. Night time	ft	\$20.36	
b. Piezometer installation up to 25 ft below surface	ea	\$310.50	
c. Piezometer installation deeper than 25 ft below surface	ea	\$345.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$143.75	
32. Geotechnical engineer	8 hr	\$138.00	\$1,104.00
33. Railroad expenses	Actual Cost		
34. Twenty-four hour water levels			
a. Field measurements per borehole			
i. Standard	1 ea	\$43.70	\$43.70
ii. Night time	ea	\$51.57	
b. PVC slotted pipe	10 ft	\$6.90	\$69.00
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT			
a. Standard	10 ea	\$126.50	\$1,265.00
b. Night time	ea	\$149.27	
ii. CPT			
a. Standard	ea	\$52.90	
b. Night time	ea	\$62.42	
b. More than 30 ft			
i. SPT			
a. Standard	ft	\$7.48	
b. Night time	ft	\$8.82	
ii. CPT			
a. Standard	ea	\$2.19	
b. Night time	ea	\$2.58	
c. Pavement restoration			
i. Standard	9 ea	\$69.00	\$621.00
ii. Night time	ea	\$81.42	
36. Dozer rental	Actual Cost		
37. Traffic control			
a. Flag crew	day	\$1,900.00	
b. Equipment Rental for road closure, install and remove	day	\$300.00	
c. Flag crew with equipment	2 day	\$2,000.00	\$4,000.00
d. Traffic coordination with subcontractor	LS	\$690.00	
38. Centerline surveying	Actual Cost		
	Subtotal (Geotechnical Field)		\$13,668.70
<u>GEOTECHNICAL LABORATORY</u>			
39. Sieve analysis for soils	5 ea	\$56.35	\$281.75
40. Hydrometer analysis	5 ea	\$66.70	\$333.50

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$88.55	
b. Analysis by Using (AASHTO T-27)	ea	\$155.25	
42. Liquid limit	5 ea	\$44.85	\$224.25
43. Plastic limit & plasticity index	5 ea	\$32.20	\$161.00
44. Liquid Limit Ratio	ea	\$86.25	
45. pH test	5 ea	\$17.83	\$89.13
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$27.60	
b. Loss on Ignition Test (Sequential)	ea	\$59.80	
c. Organic content based on Clorimeter	ea	\$27.60	
47 Topsoil Tests			
a. Phosphorus tests	ea	\$24.15	
b. Potassium tests	ea	\$24.15	
48 Moisture Content Test			
a. Moisture Content Test (Conventional)	60 ea	\$7.76	\$465.75
b. Moisture Content Test (Microwave)	ea	\$9.43	
49 Expansion Index of Soils	ea	\$270.25	
50 Specific Gravity Test	5 ea	\$41.40	\$207.00
51 Unit weight determination	2 ea	\$20.13	\$40.25
52 Hydraulic Conductivity Test			
a. Constant Head	ea	\$270.25	
b. Falling Head	ea	\$327.75	
53 Unconfined Compression Test on Soils & Rocks			
a. Unconfined Compression Test (Soils)	5 ea	\$75.00	\$375.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$132.25	
c. Point Load Strength Index of Rock	ea	\$49.45	
54 Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	2 ea	\$170.00	\$340.00
b. Elastic Moduli of Intact Rock	ea	\$494.50	
55 Consolidation Test	ea	\$517.50	
56 Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$402.50	
b. Consolidated - Undrained (CU)	ea	\$598.00	
c. Consolidated - Drained (CD)	ea	\$833.75	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$287.50	
57 Direct Shear Test	ea	\$609.50	
58 Moisture-Density Relationship Test			
a. Standard Proctor	1 ea	\$161.00	\$161.00
b. Modified Proctor	ea	\$178.25	

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
59	Soil Support Testing		
	a. California Bearing Ratio Test	ea	\$603.75
	b. Subgrade Resilient Modulus on Remoulded Soils	1 ea	\$713.00
	c. Resilient modulus on Shelby tube	1 ea	\$713.00
60	Collapse Potential Evaluation Test		
	a. Silty Soil (Loess)	ea	\$437.00
	b. Cohesive or Expansive Soils	ea	\$517.50
61	Water Soluble Sulfate Test	2 ea	\$120.75
62	Water Soluble Chloride Test	ea	\$120.75
63	Soil Resistivity Test	ea	\$155.25
64	Shale Durability Tests		
	a. Slake Durability Index Test	ea	\$143.75
	b. Jar Slake Test	ea	\$15.24
Subtotal (Geotechnical Laboratory)			\$4,346.13

GEOTECHNICAL ENGINEERING

65	Geotechnical report		
	a. Without soil subgrade investigation		
	i. First mile	1 LS	\$2,070.00
	ii. Each additional mile	mi	\$862.50
	b. With soil subgrade investigation		
	i. First mile	LS	\$2,300.00
	ii. Each additional mile	mi	\$977.50
	c. Soil subgrade investigation (only)		
	i. First mile	LS	\$747.50
	ii. Each additional mile	mi	\$460.00
	d. Soil profile drawing		
	i. First mile	LS	\$1,454.75
	ii. Each additional mile	mi	\$690.00
66	a. Geotechnical Data Report for Design Build Projects		
	i. First mile	LS	\$1,035.00
	ii. Each additional mile	mi	\$460.00
	b. Technical Memo		
	i. First mile	LS	\$690.00
	ii. Each additional mile	mi	\$345.00
67	Settlement analysis and recommendations for embankment		
	a. Proposed embankment	ea	\$586.50
	b. Proposed and existing embankment	ea	\$655.50
68	Ground modification design	ea	\$1,725.00
69	Slope stability analysis		
	a. C, ϕ or C & ϕ analysis	ea	\$920.00
	b. Corrective measures	ea	\$920.00
	c. Stage construction corrective method	ea	\$1,610.00
70	Bridge foundation analysis and recommendations		

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. Shallow foundation	ea	\$575.00	
b. Deep foundation			
i. Deep foundation analyses	ea	\$1,006.25	
ii. Wave equation analyses	ea	\$385.25	
iii. Liquefaction analysis	ea	\$310.50	
iv. Group - 3D analysis	ea	\$494.50	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$460.00	
ii. Embankment plus pier	ea	\$506.00	
iii. Embankment plus pier plus all other loads	ea	\$586.50	
d. Foundation on bedrock	ea	\$575.00	
71 Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	2 ea	\$1,012.00	\$2,024.00
ii. Deep foundation	ea	\$1,334.00	
iii. Settlement analysis for retaining wall foundation	ea	\$437.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$1,207.50	
ii. Retaining structure with tie-back system	ea	\$1,725.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$1,207.50	
ii. Retaining structure with tie-back system	ea	\$1,725.00	
d. Soil nailing wall analysis	ea	\$1,150.00	
72 Seepage analysis	ea	\$1,667.50	
73 Deep dynamic compaction analysis	ea	\$1,667.50	

Subtotal (Geotechnical Engineering) \$4,094.00

CONSTRUCTION INSPECTION AND MONITORING

74 Pressuremeter Testing services	day	\$1,897.50	
75 Mobilization of testing equipment	LS	\$189.75	
76 a. Monitoring geotechnical instrumentation	hr	\$92.00	
b. Filed Inspector	hr	\$92.00	
77 Integrity testing	Actual Cost		
78 Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$92.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$92.00	
79 Dynamic pile analysis	ea	\$1,207.50	
80 Static load test	ea	\$1,207.50	
81 Dynamic pile load test	Actual Cost		
82 CAPWAP-C analysis	ea	\$632.50	
83 Final construction inspection report	ea	\$1,150.00	

Subtotal (Construction Inspection and Monitoring)

FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS

84 a. Surface test/Pier or foundation	Actual Cost		
---------------------------------------	-------------	--	--

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Borehole test/Pier or foundation			
	Actual Cost		
<u>GEOPHYSICAL INVESTIGATION</u>			
85 Geophysical Investigations			
	Invoice Cost		
<u>GEOTECHNICAL PROJECT MANAGEMENT</u>			
86 Project Management			
a. Project Coordination	mi	\$1,897.50	
b. Project Website	LS	\$4,025.00	
87 Geotechnical Review			
a. Structure Report	ea	\$402.50	
b. Roadway Report	mi	\$333.50	
<u>PAVEMENT INVESTIGATION</u>			
1. Mobilization of coring equipment	LS	\$241.50	
2. Mobilization mileage for coring equipment	mi	\$2.19	
3. Pavement core (partial depth)	ea	\$149.50	
4. Pavement core (full depth)			
a. Standard	1 ea	\$230.00	\$230.00
b. Night time	ea	\$264.50	
5. Sub-base sample	1 ea	\$71.30	\$71.30
6. Cement concrete pavement core density determination	ea	\$39.10	
7. Cement concrete core compressive strength test	ea	\$37.95	
8. Bituminous extraction test	ea	\$98.90	
9. Sieve analysis of extracted aggregate test	ea	\$66.70	
10. Recovery of asphalt from solution by Abson method	ea	\$414.00	
11. Theoretical maximum specific gravity test	ea	\$82.80	
12. Bulk specific gravity test	ea	\$36.80	
13. Air voids calculation	ea	\$33.35	
14. Core report for partial depth core	ea	\$57.50	
15. Core report for full depth core	1 ea	\$57.50	\$57.50
16. Pavement analysis and report	ea	\$920.00	
		Subtotal (Pavement Investigation)	\$358.80

Summary of Fees

Geotechnical Field	\$13,668.70
Geotechnical Laboratory	\$4,346.13
Geotechnical Engineering	\$4,094.00
Pavement Investigation	\$358.80
Estimated Total	\$22,467.63



T2 Utility Engineers
7217 E. 87th St.
Indianapolis, IN 46256
USA
Phone 317 585 3540

T2UE.com

September 18, 2020

Via email

Ben Bruss
VS Engineering
4275 N. High School Rd.
Indianapolis, IN 46254

RE: Subsurface Utility Engineering – T2 Scope and Fee Proposal to Perform SUE along 1st Street in Bloomington Indiana

Dear Mr. Bruss:

Thank you for the opportunity to provide a SUE Proposal. Per your request, T2 is pleased to submit the following scope of services and professional fees for the 1st Street project in Bloomington, IN.

Industry Standard of Care- All aspects of the Subsurface Utility Engineering (SUE) performed under this contract will be in accordance with ASCE Standard 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" and industry standards as of the date this scope is approved.

Project Purpose

The objective of this project is to provide VS Engineering (VS) with accurate horizontal and vertical information on existing underground utilities for design and construction purposes.

T2 will first designate and mark the horizontal alignment of the underground utilities located within the public R/W of 1st Street between S. Walker Street and the west side of S. Walnut Street (see Exhibit "A"). T2 will mark the detected underground utilities with pink paint and/or flags. T2's field marks will then be surveyed. Following a review and conflict analysis by VS or others, T2, at the request of VS, will return and perform vacuum excavation at specific locations (up to 25 test holes). The test hole locations will be at potential conflict points determined by VS or others. This information will assist VS in making informed decisions as to whether any of the existing underground utilities will require relocation.

Project Limits

The approximate project limits consist of all that area within the yellow outlines as shown in Exhibit A (labeled "Underground Utility Investigation Area"). Exhibit A is located in Bloomington Indiana and is more specifically defined as all of that area within the public R/W (approx. 33' on each side of the centerline of 1st Street) along a length of 1st Street, beginning at S. Walker Street on the west end, and ending at a point approximately 150 feet west of S. Walnut Street on the east end. The project limits also include a length of S. Walker Street, beginning at the north at the intersection of S. Walker Street and 1st Street, and ending approximately 180 feet to the south at the entrance to a mobile home court.

Mobilization

This includes all appropriate equipment, transportation and qualified personnel necessary to perform the requested SUE services.

Geophysical Surface Utility Designating – Quality Level B (QLB)

T2 will utilize surface geophysical methods to interpret the presence of subsurface utilities and use electromagnetic equipment to detect and designate the existing underground utilities. Sizes and materials will be obtained from existing as-built records, if available (records to be acquired and provided by others).

T2 will exercise all available direct connection applications with electromagnetic instrumentation to mark and define the underground lines described above, within the project area. Ground Penetrating Radar (GPR) will also be used in some areas in order to attempt to detect the following:

- Possible existing underground facilities not apparent at the surface.
- Facilities that are non-conductive in nature.
- Facilities discovered through review of existing records (if records are available).

Use of the GPR requires a smooth surface or topography in order to traverse the area. Uneven ground, thick brush, wooded or debris filled areas, etc. are not suitable for the GPR to traverse.

It should be noted that overall quality and vertical penetration of GPR data is entirely dependent on the composition of subsurface materials. Highly electrically conductive materials typically serve to attenuate the electromagnetic radar energy and not allow for significant depth penetration. Therefore, while due care will be exercised in the acquisition and interpretation of GPR measurements, T2 can offer no warranties or guarantees with respect to existing subsurface conditions.

Using the aforementioned technology, T2 will provide paint markings or flags to show the approximate horizontal position of the desired utilities. T2 will also prepare field sketches, depicting the approximate locations of the utilities, and provide this information to the surveyors for assistance in their survey field collection. The field sketches will be accompanied by a SUE point sheet, depicting each utility line designated along with the number of points (flags) that are to be collected on each line.

As part of QLB services, and only if accessible, T2 will provide manhole detail information pertaining to existing telecommunication manholes. If accessible from ground level, T2 will record x, y, z dimensions of the inside of each manhole/vault. T2 will also provide the dimensions of the manhole lid in relation to the existing walls in addition to marking the four corners of the manhole for survey pick-up. No photographs of manhole walls or dimensions of conduits in relation to walls will be provided.

Once the field information is completed and checked by the field crew supervisor, the SUE Field Manager will perform a quality control (QC) check of the project by cross checking the proposed scope of work to the actual work performed.

Air/Vacuum Subsurface Utility Locating – Quality Level A (QLA)

T2 will make the necessary Indiana 811 Call. T2 will then proceed as follows:

1. Excavate test holes (a maximum of twenty-five) to expose the selected underground utilities at specific locations indicated by VS.

2. Excavate the test holes by way of vacuum excavation or hand digging as to prevent damage to wrappings, coatings, or other protective coverings.
3. Minimum excavation assumed to be 8"x 8" (64 square inches).
4. Follow ASCE Standards for Collection and Depiction of Existing Subsurface Utility Data:
 - a) The horizontal and vertical location of the top of the utility referenced to the project survey datum (if project datum is available).
 - b) The elevation of the existing grade over the utility at a test hole referenced to the project survey datum (if project datum is available).
 - c) The outside diameter of the utility and configuration of non-encased, multi-conduit systems.
 - d) Type of utility (e.g. fiber optic, gas, water, sewer, telephone, etc.).
 - e) The utility structure material composition, when reasonably ascertainable.
 - f) The paving thickness and type, where applicable.
 - g) An above ground marker (i.e., PK nail or 5/8" capped rebar) will be placed above the centerline of the utility and a precise vertical measurement will be taken from the marker down to the top of the utility.
 - h) Such other pertinent information as is reasonably ascertainable from each hole site.
5. Back fill and compact test holes in 6" lifts with excavated material.
6. Restore pavement cuts with replacement of cold patch to a minimum thickness of the existing pavement. Restore sidewalk cuts with quick-set concrete to a minimum thickness of the existing sidewalk. In the event the test hole is excavated in a grassy area, the area disturbed will be restored to the condition prior to excavation.
7. Provide cleanup of work site to equal or better condition before excavation.

Survey and CADD

If a survey is required, it will be the responsibility of VS or others. In the event a survey is taken, we respectfully request that T2 be included in the final review of the survey data, CADD files and drawings to assure a complete QA/QC process.

Inclusions

1. T2 will coordinate all operations with VS.
2. T2 will be responsible for providing basic Maintenance of Traffic (MOT) using signs, cones and arrowboards, as necessary, for short-duration partial lane closures. All efforts will be made to position vehicles off of pavement where possible to avoid impacts to traffic. If lane closure is required, T2 will provide flaggers as needed. T2 must be able to access the entire work area with our personnel, vehicles and equipment.
3. T2 will be responsible for designating and marking existing natural gas services within the project limits.
4. VS will be responsible for obtaining any necessary permits along with any associated costs.
5. Fee schedule is valid for sixty (60) days from the date of this proposal.
6. Perform Quality Assurance/Quality Control (QA/QC) of above services with various positive verifications as deemed necessary for the desired ASCE Quality Level.
7. T2 will perform this service with due diligence and use every reasonable effort to designate utilities in a manner consistent with ASCE Standard 38-02 and will be held accountable for T2's negligent acts, errors, or omissions for its services as outlined within this scope of services. However, T2 does not guarantee that all active or abandoned utility systems or structures can or will be detected, including but not limited to nonconductive materials, utilities located underneath other utilities. T2 will notify client where non-toneable or non-locatable utilities or structures are present.

Exclusions

1. T2 will not be responsible for the disposal of any hazardous material.
2. T2 will not be providing SUE Quality Levels “C or D” as defined in the ASCE Standard 38-02. Quality Level D services are to be performed by VS (or Others) as part of their utility coordination scope of work. T2 shall be provided with all applicable design plans, in addition to all utility records and plans that are received by VS from the utilities, in a timely manner.
3. T2 shall not be required to work other than 6:00 AM to 6:00 PM, Monday through Friday.
4. T2 will not be required to notify property owners prior to our work.
5. Designating gravity storm pipes, gravity sanitary sewer mains, and irrigation electric lines is not included in this scope.
6. Designating utility services (other than natural gas services) is not included in this scope.
7. Designating traffic signals is not included in this scope.
8. Designating non-toneable utilities without tracer wire is not included in this scope.
9. T2 will not be required to enter into any confined spaces such as sewer or drain manholes.
10. T2 will not be responsible for obtaining additional Maintenance of Traffic (MOT) for lane closures or associated fees.
11. T2 will not be required to obtain any permits.
12. Surveying and CADD (if required) to be performed by VS or others.
13. Use of T2 for Subsurface Utility Engineering (SUE) does not relieve the client, contractor(s), property owner(s) or utility owner(s) of the responsibility of notifying the Indiana One Call System prior to starting excavation. T2 will not be assumed or held responsible for damages to utilities caused by others.

Deliverables

Our submittal package for this project will be as follows:

- Paint Marks & Flags in the Field
- Field Sketches w/ Point Sheets
- Verified Utility Matrix
- Plan Sheets (upon receipt of survey)

Project Duration

For a project of this scope, we anticipate it requiring 8 business days to complete the horizontal designating (with a 2-man crew). At a later date, following the conflict analysis, and upon the request of VS, T2 will return and perform up to 25 test holes at locations specified by VS. The vacuum excavation is anticipated to take an additional 7 business days. T2 will prepare and submit deliverables within 7 business days following receipt of survey.

T2 is prepared to begin the work within 10 business days following receipt of Notice to Proceed (NTP). Please sign and date the last page of the Scope of Services and return a signed copy, along with any relevant project, phase, and task numbers. This will serve as our NTP.

Fee Schedule

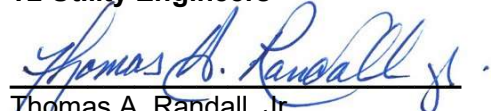
Estimated Total for QLB Only = \$37,190.00 (See Exhibit “B” for details)

Estimated Total for QLA & QLB = \$69,290.00 (See Exhibit “B1” for details)

This price is calculated by the project scope and limits described above. Should the scope or the limits change, we will request additional compensation for any additional work. **The above price will not be exceeded without prior authorization from VS.** T2 will invoice at completion of our work.

Sincerely,

T2 Utility Engineers



Thomas A. Randall, Jr.
Senior Project Manager

Approval: _____
Signature

Print Name: _____

Client: VS Engineering

Project: _____ Task: _____

Exhibit A

Bloomington, Indiana

Underground Utility Investigation Area



S Felid Ave

S Fairview St

S Rogers St

S Madison St

Bloomington Rail Trail

S College Ave

S Walnut St

W Dixie St

W Dodds St

W Allen St



**EXHIBIT "B1" ESTIMATE BREAKDOWN
SUBSURFACE UTILITY ENGINEERING**



Project Description: 1st Street in Bloomington, IN

Des. No:

UTILITY DESIGNATING SERVICES - QLB				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Linear Foot	Per Foot	\$1.43	21,060	\$30,115.80
Ground Penetrating Radar (GPR)	Per Day	\$2,500.00	0	\$0.00
SUBTOTAL				\$30,115.80

UTILITY LOCATING SERVICES - QLA				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Test Holes (Qty: 1-10)				
In Grass (Off pvmt) <= 8' deep	Per Hole	\$795.00	10	\$7,950.00
> 8' deep	Per Hole	\$1,035.00	0	\$0.00
In Pavement/Shoulder <= 8' deep	Per Hole	\$970.00	15	\$14,550.00
> 8' deep	Per Hole	\$1,465.00	0	\$0.00
Test Holes (Qty: 11-25)				
In Grass (Off pvmt) <= 8' deep	Per Hole	\$710.00	0	\$0.00
> 8' deep	Per Hole	\$900.00	0	\$0.00
In Pavement/Shoulder <= 8' deep	Per Hole	\$860.00	0	\$0.00
> 8' deep	Per Hole	\$1,220.00	0	\$0.00
Test Holes (Qty: 26-50)				
In Grass (Off pvmt) <= 8' deep	Per Hole	\$635.00	0	\$0.00
> 8' deep	Per Hole	\$780.00	0	\$0.00
In Pavement/Shoulder <= 8' deep	Per Hole	\$765.00	0	\$0.00
> 8' deep	Per Hole	\$1,020.00	0	\$0.00
Test Holes (Qty: >50)				
In Grass (Off pvmt) <= 8' deep	Per Hole	\$565.00	0	\$0.00
> 8' deep	Per Hole	\$680.00	0	\$0.00
In Pavement/Shoulder <= 8' deep	Per Hole	\$680.00	0	\$0.00
> 8' deep	Per Hole	\$850.00	0	\$0.00
SUBTOTAL				\$22,500.00

**EXHIBIT "B1" ESTIMATE BREAKDOWN
SUBSURFACE UTILITY ENGINEERING**



Project Description: 1st Street in Bloomington, IN

MOBILIZATION/DEMobilIZATION/MAINTENANCE OF TRAFFIC				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Vacuum Excavation Truck				
< 60 miles from office	Per Trip	NA	0	\$0.00
60 to 120 miles from office	Per Trip	\$785.00	2	\$1,570.00
>/= 119 miles from office	Per Trip	\$1,045.00	0	\$0.00
Designating / GPR Truck				
< 60 miles from office	Per Trip	NA	0	\$0.00
60 to 120 miles from office	Per Trip	\$700.00	2	\$1,400.00
>/= 119 miles from office	Per Trip	\$940.00	0	\$0.00
Maintenance of Traffic (By T2)	Per Day	\$265.00	9	\$2,385.00
Maintenance of Traffic (Temp. Traffic Control Office)	Per Hour	\$50.00	0	\$0.00
Maintenance of Traffic (By Others)	Per Day	\$750.00	0	\$0.00
SUBTOTAL				\$5,355.00

DIRECT COST (AT COST)				
Agreement Item	Unit	Authorized Rate	Estimated Quantity	Total
Project Manager Mileage	Per Mile	\$0.39	0	\$0.00
Per Diem	Per Day/Person	\$26.00	30	\$780.00
Hotel including Tax	Per Day	\$90.00	24	\$2,160.00
Permits	Each	\$55.00	0	\$0.00
SUBTOTAL				\$2,940.00

**EXHIBIT "B1" ESTIMATE BREAKDOWN
SUBSURFACE UTILITY ENGINEERING**



Project Description: 1st Street in Bloomington, IN

BILLING RATES				
Agreement Item	Unit	Billing Rate	Estimated Quantity	Total
Director	Per Hour	\$219.95	3	\$659.86
Senior Project Manager	Per Hour	\$143.56	16	\$2,296.92
Geophysicist / Project Manager	Per Hour	\$163.22	0	\$0.00
SUE Manager	Per Hour	\$115.14	10	\$1,151.41
SUE Supervisor	Per Hour	\$90.08	0	\$0.00
SUE Technician III	Per Hour	\$74.81	0	\$0.00
SUE Technician I / II (For Flagging)	Per Hour	\$55.02	60	\$3,301.48
Technical Support	Per Hour	\$83.54	2	\$167.07
CADD Manager	Per Hour	\$133.45	6	\$800.69
CADD/Engineering Technician	Per Hour	\$68.40	0	\$0.00
SUBTOTAL				\$8,377.42
SUBTOTAL SUE SERVICES				\$69,288.22
TOTAL COST (ROUNDED)				\$69,290.00

Thomas A. Randall, Jr.
Senior Project Manager

September 18, 2020
Date

TABLE OF SUE QLB QUANTITIES



1st Street in Bloomington, IN

LOCATION	LENGTH	EST # OF UTIL.	TOTAL LENGTH	TEST HOLES	DESCRIPTION
	LFT	EA	LFT	EA	
Main Lines:					
1st Street	3,430	4	13,720		
S. Walker St.	213	3	639		
			0		
"S" Lines					
			0		
S. Euclid St.	66	2	132		
S. Fairview St.	33	2	66		
Rogers St.	66	4	264		
Alley	66	2	132		
Morton St.	66	4	264		
Bloomington Trail	66	2	132		
S. College Ave.	66	4	264		
			0		
Natural Gas Services					
			0		
Estimated 45 gas services at 60' each (45 x 60)	2,700		2,700		
SUBTOTAL			18,313		
15% Contingency for Potential Additional Crossings, Drops and Urban Nature of Project			2,747		
TOTAL			21,060		
GRAND TOTAL (Rounded)			21,060		

Utilities consist of:

- Water
- Electric (includes street lighting)
- Gas
- Fiber Optic Cable
- Telephone

Legend

- G = Gas
- T = Telephone
- E = Electric
- CATV = Cable TV
- W = Water
- FO = Fiber Optic Cable
- ST/L = Street Light



Board of Public Works Staff Report

Project/Event: Approval of Construction Inspection Contract with American Structurepoint, Inc. for the Jackson Creek Trail PH II Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 10/27/2020

Report: This project will construct a multiuse path from the Sare Road multiuse path at Rhorer Road, westward along Rhorer road across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Additionally, an extension of the path along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in southeast Park. This project has been placed in the MPO TIP for preliminary engineering to be locally funded, right-of-way (\$155,801 in reimbursable federal funds), construction engineering (80-20 split) and construction (\$1,422,161 in reimbursable federal funds). In late summer the City advertised a Request for Proposals from qualified firms throughout Indiana, from which American Structurepoint Inc. was selected to perform construction inspection for this project. Compensation for these inspection services is set at a not-to-exceed amount of \$224,460.64.

Recommendation and Supporting Justification: Staff recommends that the Board approve this Construction Inspection Services Contract for the Jackson Creek Trail, Phase II Project

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	02/20/2017
Design Services Contract	Approved	02/20/2018
Supplemental #1, Bridge	Approved	01/22/2019
ROW Services Contract	Approved	08/20/2019
Public Need Resolution	Approved	08/20/2019
Construction Inspection Contract	Pending	10/27/2020
Construction Letting	Pending	02/10/2021
Construction Contract	N/A*	2021 - 2022

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

LPA - CONSULTING CONTRACT

This Contract (“this Contract”) is made and entered into effective as of _____, 2020 (“Effective Date”) by and between City of Bloomington, acting by and through its proper officials (“LOCAL PUBLIC AGENCY” or “LPA”), and American Structurepoint, Inc. (“the CONSULTANT”), a corporation organized under the laws of the State of Indiana.

Des. No.: 1500398, Contract R-38353

Project Description: Jackson Creek Trail, Phase 2: extensions of the existing shared-use path. From the Sare Road side path at Rhorer Road westward along Rhorer Road, across Jackson Creek, then northward along the creek to the south end of the existing Jackson Creek Trail in Sherwood Oaks Park. Also along the east side of High Street from the roundabout at Rogers Road to Arden Drive, then east along Arden Drive to the existing path in Southeast Park.

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 June, 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 \$ 224,460.64

SECTION V NOTICE TO PROCEED AND SCHEDULE. The CONSULTANT shall begin the work to be performed under this Contract only upon receipt of the written notice to proceed from the LPA, and shall

deliver the work to the LPA in accordance with the schedule contained in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contracts, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

7. **Compliance with Laws.**

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

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

- i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
- ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Roy Aten, Senior Project Manager
City of Bloomington
401 North Morton Street, Suite 130
Bloomington, Indiana 47404

Notices to the CONSULTANT shall be sent to:

Willis R. Conner, President
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, Indiana 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:

Roy Aten, Senior Project Manager
 City of Bloomington
 401 North Morton Street, Suite 130
 Bloomington, Indiana 47404

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered

within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

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

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

[Remainder of Page Intentionally Left Blank]

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
American Structurepoint, Inc.

LOCAL PUBLIC AGENCY
City of Bloomington, Indiana
Board of Public Works & Safety

Cash E. Canfield, PE
Executive Vice President

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Attest: _____
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:

A. ENGINEERING PERSONNEL

For the fulfillment of all services outlined in Section B below, the CONSULTANT will provide one full-time Resident Project Representative, inspectors, and clerical and secretarial personnel as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LOCAL PUBLIC AGENCY and INDOT, and no personnel will be assigned to the project until LOCAL PUBLIC AGENCY and INDOT approval is obtained.

The full-time Resident Project Representative will take directions from and report to the INDOT Area Engineer on all matters concerning contract compliance and administration.

The full-time Resident Project Representative will coordinate project activities with the LOCAL PUBLIC AGENCY Project Coordinator and INDOT Area Engineer.

B. DESCRIPTION OF SERVICES

1. **CONSTRUCTION SCHEDULE:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LOCAL PUBLIC AGENCY detailed documentation concerning its acceptability.
2. **CONFERENCES:** Attend preconstruction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings. The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration to review working details of the project. The LOCAL PUBLIC AGENCY, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **LIAISON:** Serve as the LOCAL PUBLIC AGENCY's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to monitor the Contractor for compliance with provisions therein. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY and INDOT by the Resident Project Representative.

Serve as the LOCAL PUBLIC AGENCY's liaison with the traveling public and nearby affected business owners and property owners. The Resident Project Representative will offer information and provide field office numbers to interested parties. If necessary, the Resident Project Representative will attend and participate in any public information meetings.

4. **COOPERATE** with the LOCAL PUBLIC AGENCY in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **ASSIST** the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **ASSIST** the LOCAL PUBLIC AGENCY and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. **EQUIPMENT:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
8. **SAMPLES:** Obtain field samples of materials delivered to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. **SHOP DRAWINGS**
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to LOCAL PUBLIC AGENCY's DESIGN ENGINEER for approval.
 - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and inform the LOCAL PUBLIC AGENCY and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents
10. **REVIEW OF WORK, INSPECTION, AND TESTS**
 - a. Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining the project is proceeding in accordance with the Contract Documents
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices
 - c. Accompany visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY and INDOT
 - d. Verify required testing has been accomplished

11. **MODIFICATION:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY and INDOT.
12. **RECORDS**
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project-related documents
 - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or logbook to the LOCAL PUBLIC AGENCY
 - c. Maintain for the LOCAL PUBLIC AGENCY a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LOCAL PUBLIC AGENCY upon request, but in any event at the completion of the project
 - e. Prepare the Final Construction Record and Final Estimate as required by INDOT and the LOCAL PUBLIC AGENCY. Provide a copy of the Final Construction Record to the LOCAL PUBLIC AGENCY
13. **REPORTS:** Furnish to INDOT and the LOCAL PUBLIC AGENCY at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. **PROGRESS ESTIMATES:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LOCAL PUBLIC AGENCY and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. **PROJECT RESPONSIBILITY:** The Resident Project Representative will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. **WORK SCHEDULE AND SUSPENSION:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. **CONTRACT ADMINISTRATION:** The CONSULTANT will administer the contract in accordance with INDOT procedures.

18. CONSULTANT shall not at any time supervise, direct, or have control over Contractor's work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to the Contractor's work in progress, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work.

- Remainder of this page intentionally left blank -

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

(TO BE DETERMINED-MAY INCLUDE THE FOLLOWING)

1. Designated employee and Project Coordinator to coordinate activities between CONSULTANT, INDOT, and the LOCAL PUBLIC AGENCY
2. Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project

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:

1. The CONSULTANT will be prepared to begin services under this Contract within five days after a letter to proceed is received from the LOCAL PUBLIC AGENCY. The CONSULTANT shall complete and deliver the final construction record and final estimate to the INDOT Area Manager within 45 days after the contractor's last day of work.
2. CONSULTANT's fee assumes 34 weeks of construction inspection activities.

APPENDIX "D"

1. The CONSULTANT will receive as payment for the work performed under this Contract the total amount not to exceed **\$224,460.64**, unless a modification of the Contract is approved in writing by the LOCAL PUBLIC AGENCY and INDOT.
2. The CONSULTANT will be paid for the work described in Appendix "A" in accordance with the following negotiated hourly billing rates per classification.

Labor Classification	Allowable Hourly Rates Per Year					
	2020/2021		2021/2022		2022/2023	
	Regular	Overtime	Regular	Overtime	Regular	Overtime
Project Manager	\$214.67	N/A	\$218.97	N/A	\$223.36	N/A
Senior Engineer	\$159.51	N/A	\$162.71	N/A	\$165.96	N/A
Project Engineer	\$131.95	N/A	\$134.60	N/A	\$137.29	N/A
Resident Project Representative	\$124.84	\$144.02	\$127.33	\$146.90	\$129.87	\$149.82
Inspectors	\$89.10	\$102.79	\$90.89	\$104.85	\$92.72	\$106.96
Intern	\$52.49	\$60.56	\$53.53	\$61.75	\$54.61	\$63.00

3. The classification rates are based on the calendar year for the actual hours of work performed by essential personnel exclusively working on this Contract. For those services performed by the CONSULTANT, the CONSULTANT will be reimbursed the direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Contract such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current INDOT policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LOCAL PUBLIC AGENCY prior to any reimbursement therefore.
5. The actual amount payable shall be determined in accordance with a final audit by INDOT's Division of Cost Accounting and Audits.

B. Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.
2. If, prior to the satisfactory completion of the services under this Contract, the total of the direct and indirect costs incurred and the portion of the fixed fee completed by the

CONSULTANT is within ten percent (10%) of the maximum amount payable, the CONSULTANT shall notify INDOT and the status will be evaluated.

3. It is the policy of INDOT that Project Representatives and/or Inspectors are on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity.
4. In order for the Contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary; overtime premium may be paid on this project at the rate of 1.5 times the actual hourly rate for all hours worked on this project by the Project Representatives and Inspectors over 40 hours per week.

EXHIBIT "A"

INSPECTION FEE JUSTIFICATION
MANHOURS BY CLASSIFICATION

OWNER:	City of Bloomington, Indiana		
DESCRIPTION:	Contract R-38353, Des No. 1500398 Jackson Creek Trail - Phase 2		
LETTING:	February 10, 2021		Anticipated
NOTICE TO PROCEED:	March 15, 2021		Anticipated
CONTRACT COMPLETION DATE:	October 22, 2021		Anticipated
UTILITY COORDINATION/CLEARING ACTIVITIES:	1/18/2021	to	4/2/2021 = 11.00 weeks**
PRECONSTRUCTION ACTIVITIES:	4/5/2021	to	4/16/2021 = 2.00 weeks
CONSTRUCTION ACTIVITIES:	4/19/2021	to	10/15/2021 = 26.00 weeks
POST CONSTRUCTION ACTIVITIES:	10/18/2021	to	11/26/2021 = 6.00 weeks
			<hr/> <hr/> 34.00 weeks

**Utility Coordination/Clearing activities occurring prior to contractor's notice-to-proceed are not included in overall 34 week construction duration.

The following pages (manhour justification and fee estimate) are based on the above construction schedule. Any delay or extension in the construction that significantly extends the completion date shown above may require an extension to this Agreement and an increase in the estimated fees.

EXHIBIT "A"

LABOR

PROJECT MANAGER: Perform contract planning, monitoring, administration activities

Regular time:	34 weeks	@	1 hours/week	=	<u>34 hours</u>
PROJECT MANAGER REGULAR HOURS					= 34 hours

PROJECT ENGINEER/SUPERVISOR:

Utility Coordination Activities

Regular Time:	11 weeks	@	10 hours/week	=	110 hours
---------------	----------	---	---------------	---	-----------

Preconstruction Activities:

Regular Time:	2 weeks	@	40 hours/week	=	80 hours
---------------	---------	---	---------------	---	----------

Construction Activities:

Regular Time:	26 weeks	@	40 hours/week	=	1,040 hours
---------------	----------	---	---------------	---	-------------

Overtime (assume 10%)	1,040	@	10%	=	104 hours
-----------------------	-------	---	-----	---	-----------

Post-Construction Activities:

Regular Time:	6 weeks	@	40 hours/week	=	<u>240 hours</u>
---------------	---------	---	---------------	---	------------------

PROJECT ENGINEER/SUPERVISOR TOTAL REGULAR HOURS	=	1,470 hours
PROJECT ENGINEER/SUPERVISOR TOTAL OVERTIME HOURS	=	104 hours

CONSTRUCTION INSPECTOR(S):

Preconstruction Activities: (assume 0 inspector(s) needed):

Regular Time:	2 weeks	@	- hours/week	=	- hours
---------------	---------	---	--------------	---	---------

Construction Activities: (assume 0.1 inspector(s) needed):

Regular Time:	26 weeks	@	4 hours/week	=	104 hours
---------------	----------	---	--------------	---	-----------

Overtime (assume 10%)	104	@	10%	=	10 hours
-----------------------	-----	---	-----	---	----------

Post-Construction Activities:

Regular Time:	- weeks	@	40 hours/week	=	<u>- hours</u>
---------------	---------	---	---------------	---	----------------

CONSTRUCTION INPSECTOR(S) TOTAL REGULAR HOURS	=	104 hours
CONSTRUCTION INPSECTOR(S) TOTAL OVERTIME HOURS	=	10 hours

EXHIBIT "A"

INTERN(S):

Construction Activities:

Regular Time:	-	weeks	@	40 hours/week	=	-	hours
Overtime (assume 10%)	-		@	10%	=	-	hours

Post-Construction Activities:

Regular Time:	-	weeks	@	40 hours/week	=	-	hours
INTERN(S) TOTAL REGULAR HOURS					=	-	hours
INTERN(S) TOTAL OVERTIME HOURS					=	-	hours

EXPENSES

Mileage:							
Project Manager	34	weeks	@	50 miles/week	=	1,700	miles
PE/S Utility Coordination	11	weeks	@	100 miles/week	=	1,100	miles
Project Engineer/Supervisor	34	weeks	@	250 miles/week	=	8,500	miles
Inspector(s)	3	weeks	@	250 miles/week	=	650	miles
Intern(s)	-	weeks	@	250 miles/week	=	-	miles
TOTAL MILEAGE					=	11,950	miles

EXHIBIT "A"

INSPECTION FEE SUMMARY
CONSTRUCTION INSPECTION SERVICES

CLIENT: City of Bloomington, Indiana

DESCRIPTION: Contract R-38353, Des No. 1500398
Jackson Creek Trail - Phase 2

	<u>Rate</u>	<u>Units</u>	<u>Fee</u>
Project Manager	\$ 218.33	34	\$ 7,423.22
Project Engineer/Supervisor (Regular)	\$ 126.96	1,470	\$ 186,631.20
Project Engineer/Supervisor (Overtime)	\$ 146.47	104	\$ 15,232.88
Inspector(s) (Regular)	\$ 90.63	104	\$ 9,425.52
Inspector(s) (Overtime)	\$ 104.55	10	\$ 1,087.32
Intern(s) (Regular)	\$ 53.38	-	\$ -
Intern(s) (Overtime)	\$ 61.58	-	\$ -
Mileage	\$ 0.390	11,950	\$ 4,660.50
		TOTAL INSPECTION FEE	\$ 224,460.64
		American Structurepoint, Inc. (95%) =	\$ 213,237.61
		VS Engineering, Inc. (DBE) (5%) =	\$ 11,223.03

American Structurepoint, Inc.
October 5, 2020

Escalated Billing Rate Calculation

Wage Rates - Escalated	6/1/2020	Certified Pay Rates					
	7/1/20 thru 6/30/21	7/1/21 thru 6/30/22	7/1/22 thru 6/30/23	7/1/23 thru 6/30/24	7/1/24 thru 6/30/25	7/1/25 thru 6/30/26	7/1/26 thru 6/30/27
Annual Increase Avg.		2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Classification							
Construction Inspector	27.38	27.93	28.49	29.06	29.64	30.23	30.83
Designer	43.71	44.07	44.95	45.85	46.77	47.71	48.66
Environmental Specialist	36.92	37.66	38.41	39.18	39.96	40.76	41.58
Interns and Co-ops	16.13	16.45	16.78	17.12	17.46	17.81	18.17
Landscape Architect	23.25	23.72	24.19	24.67	25.16	25.66	26.17
Principal	71.21	72.63	74.08	75.56	77.07	78.61	80.18
Project Engineer	40.55	41.36	42.19	43.03	43.89	44.77	45.67
Project Manager	65.97	67.29	68.64	70.01	71.41	72.84	74.30
Registered Land Surveyor	40.14	40.94	41.76	42.60	43.45	44.32	45.21
Researcher	30.50	31.11	31.73	32.36	33.01	33.67	34.34
Resident Project Representative	38.36	39.13	39.91	40.71	41.52	42.35	43.20
Senior Designer	52.25	53.30	54.37	55.46	56.57	57.70	58.85
Senior Engineer	49.02	50.00	51.00	52.02	53.06	54.12	55.20
Senior Environmental Specialist	53.15	54.21	55.29	56.40	57.53	58.68	59.85
Senior Planner	41.00	41.82	42.66	43.51	44.38	45.27	46.18
Senior Registered Land Surveyor	51.28	52.31	53.36	54.43	55.52	56.63	57.76
Senior Survey Crew Chief	38.71	39.48	40.27	41.08	41.90	42.74	43.59
Senior Technician	37.47	38.22	38.98	39.76	40.56	41.37	42.20
Staff Engineer	28.78	29.36	29.95	30.55	31.16	31.78	32.42
Staff Planner	21.00	21.42	21.85	22.29	22.74	23.19	23.65
Staff Scientist	24.29	24.78	25.28	25.79	26.31	26.84	27.38
Staff Surveyor	29.57	30.16	30.76	31.38	32.01	32.65	33.30
Survey Crew Chief	27.46	28.01	28.57	29.14	29.72	30.31	30.92
Survey Crew Member	19.11	19.49	19.88	20.28	20.69	21.10	21.52
Technician	22.73	23.18	23.64	24.11	24.59	25.08	25.58
Provisional Audited							
Overhead Rate:	182.34%	182.34%	182.34%	182.34%	182.34%	182.34%	182.34%
Overhead Amount							
Construction Inspector	49.92	50.93	51.95	52.99	54.05	55.12	56.22
Designer	78.79	80.36	81.96	83.60	85.28	86.99	88.73
Environmental Specialist	67.32	68.67	70.04	71.44	72.86	74.32	75.82
Interns and Co-ops	29.41	29.99	30.59	31.22	31.86	32.52	33.19
Landscape Architect	42.39	43.25	44.11	44.98	45.88	46.79	47.72
Principal	129.84	132.43	135.08	137.78	140.53	143.34	146.20
Project Engineer	73.94	75.42	76.93	78.46	80.03	81.63	83.27
Project Manager	120.29	122.70	125.16	127.66	130.21	132.82	135.48
Registered Land Surveyor	73.19	74.65	76.15	77.68	79.23	80.81	82.44
Researcher	55.61	56.73	57.86	59.01	60.19	61.39	62.62
Resident Project Representative	69.95	71.35	72.77	74.23	75.71	77.22	78.77
Senior Designer	95.27	97.19	99.14	101.13	103.15	105.21	107.31
Senior Engineer	89.38	91.17	92.99	94.85	96.75	98.68	100.65
Senior Environmental Specialist	96.91	98.85	100.82	102.84	104.90	107.00	109.13
Senior Planner	74.76	76.25	77.79	79.34	80.92	82.55	84.20
Senior Registered Land Surveyor	93.50	95.38	97.30	99.25	101.24	103.26	105.32
Senior Survey Crew Chief	70.58	71.99	73.43	74.91	76.40	77.93	79.48
Senior Technician	66.32	67.69	69.08	70.50	71.96	73.45	74.95
Staff Engineer	52.46	53.54	54.61	55.70	56.82	57.95	59.11
Staff Planner	38.29	39.06	39.84	40.64	41.46	42.28	43.12
Staff Scientist	44.29	45.18	46.10	47.03	47.97	48.94	49.92
Staff Surveyor	53.92	54.99	56.09	57.22	58.37	59.53	60.72
Survey Crew Chief	50.07	51.07	52.09	53.13	54.19	55.27	56.38
Survey Crew Member	34.85	35.54	36.25	36.98	37.73	38.47	39.24
Technician	41.45	42.27	43.11	43.96	44.84	45.73	46.64
Profit (Fixed Fee) %	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%	15.00%
Fixed Fee Amount							
Construction Inspector	11.60	11.83	12.07	12.31	12.55	12.80	13.06
Designer	18.30	18.66	19.04	19.42	19.81	20.21	20.61
Environmental Specialist	15.64	15.95	16.27	16.59	16.92	17.26	17.61
Interns and Co-ops	6.83	6.97	7.11	7.25	7.40	7.54	7.70
Landscape Architect	9.85	10.05	10.25	10.45	10.66	10.87	11.08
Principal	30.16	30.76	31.37	32.00	32.64	33.29	33.96
Project Engineer	17.17	17.52	17.87	18.22	18.59	18.96	19.34
Project Manager	27.94	28.50	29.07	29.65	30.24	30.85	31.47
Registered Land Surveyor	17.00	17.34	17.69	18.04	18.40	18.77	19.15
Researcher	12.92	13.18	13.44	13.71	13.98	14.26	14.54
Resident Project Representative	16.25	16.57	16.90	17.24	17.58	17.94	18.30
Senior Designer	22.13	22.57	23.03	23.49	23.96	24.44	24.92
Senior Engineer	20.76	21.18	21.60	22.03	22.47	22.92	23.38
Senior Environmental Specialist	22.51	22.96	23.42	23.89	24.36	24.85	25.35
Senior Planner	17.36	17.71	18.07	18.43	18.80	19.17	19.56
Senior Registered Land Surveyor	21.72	22.15	22.60	23.05	23.51	23.98	24.46
Senior Survey Crew Chief	16.49	16.72	17.06	17.40	17.75	18.10	18.46
Senior Technician	15.87	16.19	16.51	16.84	17.18	17.52	17.87
Staff Engineer	12.19	12.44	12.68	12.94	13.20	13.46	13.73
Staff Planner	8.89	9.07	9.25	9.44	9.63	9.82	10.02
Staff Scientist	10.29	10.49	10.71	10.92	11.14	11.37	11.60
Staff Surveyor	12.52	12.77	13.03	13.29	13.56	13.83	14.10
Survey Crew Chief	11.63	11.86	12.10	12.34	12.59	12.84	13.10
Survey Crew Member	8.09	8.25	8.42	8.59	8.76	8.94	9.11
Technician	9.63	9.82	10.01	10.21	10.41	10.62	10.83
Cost of Money	0.72%	0.72%	0.72%	0.72%	0.72%	0.72%	0.72%
COM Amount							
Construction Inspector	0.20	0.20	0.21	0.21	0.21	0.22	0.22
Designer	0.31	0.32	0.32	0.33	0.34	0.34	0.35
Environmental Specialist	0.27	0.27	0.28	0.28	0.29	0.29	0.30
Interns and Co-ops	0.12	0.12	0.12	0.12	0.13	0.13	0.13
Landscape Architect	0.17	0.17	0.17	0.18	0.18	0.18	0.19
Principal	0.51	0.52	0.53	0.54	0.55	0.57	0.58
Project Engineer	0.29	0.30	0.30	0.31	0.32	0.32	0.33
Project Manager	0.47	0.48	0.49	0.50	0.51	0.52	0.53
Registered Land Surveyor	0.29	0.29	0.30	0.31	0.31	0.32	0.33
Researcher	0.22	0.22	0.23	0.23	0.24	0.24	0.25
Resident Project Representative	0.28	0.28	0.29	0.29	0.30	0.30	0.31
Senior Designer	0.38	0.38	0.39	0.40	0.41	0.42	0.42
Senior Engineer	0.35	0.36	0.37	0.37	0.38	0.39	0.40
Senior Environmental Specialist	0.38	0.39	0.40	0.41	0.41	0.42	0.43
Senior Planner	0.30	0.30	0.31	0.31	0.32	0.33	0.33
Senior Registered Land Surveyor	0.37	0.38	0.38	0.39	0.40	0.41	0.42
Senior Survey Crew Chief	0.28	0.28	0.29	0.30	0.30	0.31	0.31
Senior Technician	0.27	0.28	0.28	0.29	0.29	0.30	0.30
Staff Engineer	0.21	0.21	0.22	0.22	0.22	0.23	0.23
Staff Planner	0.15	0.15	0.16	0.16	0.16	0.17	0.17
Staff Scientist	0.17	0.18	0.18	0.19	0.19	0.19	0.20
Staff Surveyor	0.21	0.22	0.22	0.23	0.23	0.24	0.24
Survey Crew Chief	0.20	0.20	0.21	0.21	0.21	0.22	0.22
Survey Crew Member	0.14	0.14	0.14	0.15	0.15	0.15	0.15
Technician	0.16	0.17	0.17	0.17	0.18	0.18	0.18
Escalated Billing Rate							
Construction Inspector	89.10	90.89	92.72	94.57	96.45	98.37	100.33
Designer	140.61	143.41	146.27	149.20	152.20	155.25	158.35
Environmental Specialist	127.69	129.45	131.25	133.10	135.00	136.93	138.91
Interns and Co-ops	52.49	53.53	54.61	55.71	56.83	57.95	59.13
Landscape Architect	75.66	77.19	78.72	80.28	81.88	83.50	85.16
Principal	231.72	236.34	241.06	245.88	250.79	255.81	260.92
Project Engineer	131.95	134.60	137.29	140.02	142.83	145.68	148.61
Project Manager	214.67	218.97	223.36	227.82	232.37	237.03	241.78
Registered Land Surveyor	130.62	133.22	135.90	138.63	141.39	144.22	147.13
Researcher	99.25	101.24	103.26	105.31	107.43	109.56	111.75
Resident Project Representative	124.84	127.33	129.87	132.47	135.11	137.81	140.58
Senior Designer	170.03	173.44	176.93	180.48	184.09	187.77	191.50
Senior Engineer	159.51	162.71	165.96	169.27	172.66	176.11	179.63
Senior Environmental Specialist	172.95	176.41	179.93	183.54	187.20	190.95	194.76
Senior Planner	133.42	136.08	138.83	141.59	144.42	147.32	150.27
Senior Registered Land Surveyor	166.87	170.22	173.64	177.12	180.67	184.28	187.96
Senior Survey Crew Chief	125.86	128.47	131.05	133.69	136.38	139.08	141.84
Senior Technician	121.93	124.38	126.85	129.39	131.99	134.62	137.32
Staff Engineer	93.66	95.55	97.46	99.41	101.40	103.42	105.49
Staff Planner	68.33	69.70	71.10	72.53	73.99	75.46	76.96
Staff Scientist	79.04	80.63	82.27	83.93	85.61	87.34	89.10
Staff Surveyor	96.22	98.14	100.10	102.12	104.17		

American Structurepoint, Inc.
October 5, 2020
2019 Year of Indirect Cost Submission
6/1/2020 Certified Payroll

Escalation Percent:	2.00%
Overhead Percent:	182.34%
Profit Percent:	15.00%
Cost of Money Percent:	0.72%

Wage Rates - Escalated			
	7/1/20 thru 6/30/21	7/1/21 thru 6/30/22	7/1/22 thru 6/30/23
Classifications:			
Construction Inspector	89.10	90.89	92.72
Designer	140.61	143.41	146.27
Environmental Specialist	120.15	122.55	125.00
Interns and Co-ops	52.49	53.53	54.61
Landscape Architect	75.66	77.19	78.72
Principal	231.72	236.34	241.06
Project Engineer	131.95	134.60	137.29
Project Manager	214.67	218.97	223.36
Registered Land Surveyor	130.62	133.22	135.90
Researcher	99.25	101.24	103.26
Resident Project Representative	124.84	127.33	129.87
Senior Designer	170.03	173.44	176.93
Senior Engineer	159.51	162.71	165.96
Senior Environmental Specialist	172.95	176.41	179.93
Senior Planner	133.42	136.08	138.83
Senior Registered Land Surveyor	166.87	170.22	173.64
Senior Survey Crew Chief	125.96	128.47	131.05
Senior Technician	121.93	124.38	126.85
Staff Engineer	93.66	95.55	97.46
Staff Planner	68.33	69.70	71.10
Staff Scientist	79.04	80.63	82.27
Staff Surveyor	96.22	98.14	100.10
Survey Crew Chief	89.36	91.14	92.97
Survey Crew Member	62.19	63.42	64.69
Technician	73.97	75.44	76.93

WEIGHTED AVERAGE CALCULATION:				Weighted Average
	% Work by Year			
	20.00%	75.00%	5.00%	100.00%
Construction Inspector	\$ 17.82	\$ 68.17	\$ 4.64	\$ 90.63
Designer	\$ 28.12	\$ 107.56	\$ 7.31	\$ 142.99
Environmental Specialist	\$ 24.03	\$ 91.91	\$ 6.25	\$ 122.19
Interns and Co-ops	\$ 10.50	\$ 40.15	\$ 2.73	\$ 53.38
Landscape Architect	\$ 15.13	\$ 57.89	\$ 3.94	\$ 76.96
Principal	\$ 46.34	\$ 177.26	\$ 12.05	\$ 235.65
Project Engineer	\$ 26.39	\$ 100.95	\$ 6.86	\$ 134.20
Project Manager	\$ 42.93	\$ 164.23	\$ 11.17	\$ 218.33
Registered Land Surveyor	\$ 26.12	\$ 99.92	\$ 6.80	\$ 132.84
Researcher	\$ 19.85	\$ 75.93	\$ 5.16	\$ 100.94
Resident Project Representative	\$ 24.97	\$ 95.50	\$ 6.49	\$ 126.96
Senior Designer	\$ 34.01	\$ 130.08	\$ 8.85	\$ 172.94
Senior Engineer	\$ 31.90	\$ 122.03	\$ 8.30	\$ 162.23
Senior Environmental Specialist	\$ 34.59	\$ 132.31	\$ 9.00	\$ 175.90
Senior Planner	\$ 26.68	\$ 102.06	\$ 6.94	\$ 135.68
Senior Registered Land Surveyor	\$ 33.37	\$ 127.67	\$ 8.68	\$ 169.72
Senior Survey Crew Chief	\$ 25.19	\$ 96.35	\$ 6.55	\$ 128.09
Senior Technician	\$ 24.39	\$ 93.29	\$ 6.34	\$ 124.02
Staff Engineer	\$ 18.73	\$ 71.66	\$ 4.87	\$ 95.26
Staff Planner	\$ 13.67	\$ 52.28	\$ 3.56	\$ 69.51
Staff Scientist	\$ 15.81	\$ 60.47	\$ 4.11	\$ 80.39
Staff Surveyor	\$ 19.24	\$ 73.61	\$ 5.01	\$ 97.86
Survey Crew Chief	\$ 17.87	\$ 68.36	\$ 4.65	\$ 90.88
Survey Crew Member	\$ 12.44	\$ 47.57	\$ 3.23	\$ 63.24
Technician	\$ 14.79	\$ 56.58	\$ 3.85	\$ 75.22



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N725
Indianapolis, Indiana 46204

PHONE: (317) 232-5095
FAX: (317) 233-8862

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 04, 2020

Prequalification Section
(317) 232-5095

Cash Canfield
American Structurepoint, Inc.
9025 River Road, Suite 200
Indianapolis, IN 46240

Re: Consultant Prequalification

Dear Cash Canfield:

The Consultant Prequalification Financial Update Application submitted on 5/22/2020 has been reviewed by this office. Your firm has been prequalified to provide consulting services to the Indiana Department of Transportation (INDOT) in the work groups listed on the attached Work Type Certification, effective 06/01/2020. This approval supersedes any previous approval for prequalification but is subject to revision or modification in accordance with the most current edition of the INDOT Consultant Prequalification Manual. Your Financial approval will expire on 06/30/2021. Your General/Technical approval will expire on 08/31/2021.

Your Firm's annual contracting capacity for the CPA Audit Level is \$83,318,486.00 for the fiscal period that ended on 12/31/2019. Your firm was approved for this financial level as notified separately by the External Audit Section. The requested and approved financial level determines the firm's service limitations as stated in the INDOT Consultant Prequalification Manual. Consultant firms must submit their annual financial application within 180 calendar days of the end of each fiscal year.

You are required to submit a modification application in the event of any changes in firm ownership, firm address, form of business entity under which the firm operates, manpower significant enough to affect the firm's qualifications or capacity (or operations of laboratories, facilities, etc.), financial status (such as filing for bankruptcy), or any other change which affects an element INDOT considers when prequalifying a consultant. The Consultant must notify INDOT within 15 days of any change in the information provided in its Prequalification Application and to submit a modification application in a timely manner. Failure to submit a modification application within 15 days after the initial notification will result in the loss of the Consultants Prequalification Status.

Please contact Mr. John Leming, Consultant Prequalification Research Analyst at 317-234-4917 if you have any questions on this matter.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jose M. Murillo'.

Jose M. Murillo, P.E.
Prequalification Engineer

cc: Prequalification File
External Audit

Prequalified Work Type Certification
Issued By
Indiana Department of Transportation

Date Printed: 06/04/2020

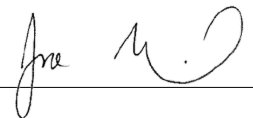
American Structurepoint, Inc.

Valid Work Groups

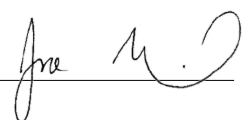
Effective: 06/01/2020

Expires on: 08/31/2021

Work Type Code	Work Type Description	Qualifying Person(s)
1.1	Systems Planning	Huebschman, Christopher R
2.1	Traffic Data Collection	Shah, Hardik R
2.2	Traffic Forecasting	Shah, Hardik R
3.1	Non-Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
3.2	Complex Traffic Capacity and Operations Analysis	Shah, Hardik R
4.1	Traffic Safety Analysis	Huebschman, Christopher R
5.1	Environmental Document Preparation - EA/EIS	Hope, Briana M
5.2	Environmental Document Preparation - CE	Hope, Briana M
5.3	Environmental Document Preparation - Section 4(f)	Johnson, Paul A
5.4	Ecological Surveys	Hope, Briana M
5.5	Wetland Mitigation	Hope, Briana M
5.6	Waterway Permits	Hope, Briana M
5.8	Noise Analysis and Abatement Design	Del Real, Monica
5.12	Karst Studies	Johnson, Paul A
5.13	ESA Screening and Phase I ESA	Johnson, Paul A



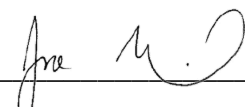
Work Type Code	Work Type Description	Qualifying Person(s)
6.1	Topographic Survey Data Collection	Douglas, Jeffrey Hood, John N
8.1	Non-Complex Roadway Design	Canfield, Cash E
8.2	Complex Roadway Design	Canfield, Cash E Zielinski, Richard J
8.3	Roundabout Design	Balog, Jeremiah S
9.1	Level 1 Bridge Design	Cummins, Ryan M Day, David A
9.2	Level 2 Bridge Design	Cummins, Ryan M Day, David A
10.1	Traffic Signal Design	Shah, Hardik R
10.2	Traffic Signal System Design	Shah, Hardik R
10.3	Complex Roadway Sign Design	Huebschman, Christopher R
10.4	Lighting Design	Huebschman, Christopher R
11.1	Right of Way Plan Development	McGill, Tracy L Stapleton, Jessica L
12.1	Project Management for Acquisition Services	Tennancour, Sylvia "Skip" J
12.2	Title Research	Brewer, Dale J
13.1	Construction Inspection	Conarroe, Timothy P Machala, David P
14.1	Regular Bridge Inspection	Cummins, Ryan M
14.2	Complex Bridge Inspection	Cummins, Ryan M
14.4	Small Structure and Miscellaneous Structure Inspections	Cummins, Ryan M Day, Derrek W
14.5	Bridge Load Capacity Rating & Other Bridge Analysis/Testing	Cummins, Ryan M



Work Type Code	Work Type Description	Qualifying Person(s)
16.1	Utility Coordination	Ross, Jeremy J
17.1	Drainage Design for Driveway Permits	Murphy, Nicholas
17.2	Small Structure and Pipe Design	Stout, Todd
17.3	Storm Sewer and Detention Design	Stout, Todd
17.4	Bridge Hydraulic Design	Cummins, Ryan M Day, Derrek W
18.1	Pavement Analysis-Design Services	Maurovich, Michael J

cc: Prequalification File

An Equal Opportunity Employer



Jose M. Murillo, P.E.
Prequalification Engineer



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

June 1, 2020

Scott S. Scoville, CFO
American Structurepoint, Inc.
9025 River Road
Suite 200
Indianapolis, IN 46240

Dear Mr. Scoville:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of American Structurepoint, Inc. as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2019 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the *AASHTO Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, supporting workpapers for the Indirect Cost Rate, and the related Accountant Report we reviewed, did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rate(s):

Corporate: 182.34%
Facilities Capital Cost of Money (FCCM): 0.72%

Yours truly,

A handwritten signature in cursive script that reads "Penny Royer-Pitcock".

Penny Royer-Pitcock
External Audit



INDIANA DEPARTMENT OF TRANSPORTATION

LPA – Consultant Contract Review Checklist

Version 8/3/18 – LPA

Local Public Agency: City of Bloomington

Des. No.: 1500398

Project Description: Jackson Creek Trail – Phase 2

Consultant Name: American Structurepoint, Inc.

1. Review the contract document:

- a. Verify that the draft contract is consistent with the latest INDOT boilerplate.
- b. Verify that the contract description, Des. number and scope of work is within the parameters described in the RFP advertisement and in SPMS.
- c. Verify that the maximum compensation amount shown on page one matches the amount shown in Appendix D.
- d. Verify that Section 23 of the draft contract includes proper addresses for the LPA and for the consultant.
- e. Verify that the signature page contains the names and titles for either the Board of County Commissioners, City Board of Public Works and Safety or the Town Board, as appropriate.

2. Verify Appendix “C” of construction inspection contracts indicates the Final Construction Records is to be submitted within 45 days of the contractors last day of work.

3. Verify the Appendix “D” compensation method is appropriate for the scope of work.

- a. Construction inspection services should be paid for on a negotiated hourly billing rate basis.
- b. Other types of services may be paid for on a lump sum basis, cost plus fixed fee basis, unit price basis or negotiated billing rate basis.
- c. Cost plus percent of cost compensation is not allowed on any consultant contracts.
- d. See the INDOT Professional Services Contract Administration Manual for more information on the compensation methods. The manual is available at:
http://www.in.gov/indot/files/Professional_Services_Contract_Administration_Manual.pdf

4. Verify the consultant has provided a copy of the lead consultant’s prequalification letter showing their approved overhead rate.

5. Verify the consultant has provided a fee proposal and the fee proposal includes the following:
- a. Itemization of task elements with estimated hours by employee classification.
 - b. Cost calculations show the overhead rate and profit rate has been applied.
6. Analyze the Consultant Fee Proposal.
- a. Confirm the task elements are relevant to the scope of work.
 - b. Confirm the proposal does not exceed the Escalation Values for INDOT Consultant Contracts. INDOT uses the Bureau of Labor and Statistics Employment Cost Index (ECI) to determine appropriate escalation values. INDOT's guidelines are available under the Contract Compensation Information section at: <http://www.in.gov/indot/2730.htm>.
 - c. Confirm the overhead rate used in the fee proposal is consistent with or lower than the rate shown in the consultant's prequalification letter.
 - d. Confirm, to the extent possible, major task element and overall cost totals are not excessive.
7. If the contract is for Construction Inspection, is an Engineer's Assignment letter attached?
- a. Not Applicable
 - b. Engineer's Assignment is attached.

ERC Signature: _____ Date: _____

Printed Name: _____



Board of Public Works Staff Report

Project/Event: Request from Gilliatte General Contractors for right of way use at 318-320 E 3rd St

Staff Representative: Sara Gomez

Petitioner/Representative: Gilliatte General Contractors/Thomas Ritman

Date: October 27th, 2020

Report: Gilliatte General Contractors is requesting temporary use of the right of way for their construction project at 318-320 E 3rd St (corner of 3rd and Grant St). This request includes closing the sidewalk and parking along the west side of S Grant St, as well as closing the alley south of the project for the duration of the project 11/02/2020-7/1/2021. A walk around is planned to be installed in the parking lane except during crane use and masonry work when a closure of the southbound lane of Grant St would be in place to accommodate the walk around during the dates 11/15/2020-1/20/2021 and 3/1/2021-3/29/2021. The sidewalk and one eastbound lane of E 3rd St is requested to be closed for use during sidewalk and curb reconstruction as well as for masonry work during the tentative dates of 3/29/2021-5/1/2021 and 5/24/2021-6/4/2021, at which time a walk around would be installed on E 3rd St. Gilliatte General Contractors has supplied maintenance of traffic plans for all work. They have also sent Public notice to adjacent property owners about the BPW meeting and scope of their work.

Recommendation and Supporting Justification: Staff has reviewed the request and recommends granting permission to Gilliatte General Contractors for the temporary traffic control and right of way use at 318-320 E 3rd St.

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

Sara Gomez



GILLIATTE GENERAL CONTRACTORS, INC.
2515 Bloyd Avenue, Indianapolis, IN 46218
Phone: 317-638-3355 / Fax: 317-634-5997

October 19, 2020
Board of Public Works
401 N Morton St, Suite 120
Bloomington IN 47404

Dear Board Members:

Please accept this correspondence as a request to perform construction activities at 318 E. 3rd Street within the City R.O.W. The work includes a new curb line with an asphalt patch widening 3rd street in front of the G3 development. We will have new sidewalks and landscaping along 3rd Street and Grant Street, partial mill and resurface of the alley to the south of the G3 Development, and a new concrete drive at this alley.

It would be our intent to close the alley to the south of the G3 Development as well as the sidewalk and tree plot along Grant St. for staging and storage for the duration of the project. Parking along Grant St. would be used as a pedestrian walk around for the duration of the project except when this space is needed for larger material and equipment to build this project. When the parking area is needed for construction, we intend to temporarily close South bound Grant St. and use this as the pedestrian walk around. Tentative dates for South Bound Grant Closure are 11/15/2020 to 1/20/2021 for wood framing requiring a crane, and 3/1/2021 to 3/29/2021 for masonry and siding. Additionally, we would plan on shutting down one lane of 3rd street for a pedestrian walk around to replace sidewalks, curbs, and install masonry and siding veneer along 3rd St. The masonry and siding shutdown would tentatively be scheduled for 3/29/2021 to 5/1/2021. The sidewalk, landscaping, and curb work would happen 5/24/2021 to 6/4/2021. The long-term plan for both pedestrian and traffic maintenance is indicated on the attached exhibits A, B, C, and D. We would intend on installing barricades, fencing, and signage starting 11/2/20. Pedestrian walk arounds will be constructed of concrete barricades along traffic areas, and construction fencing 5' away from the concrete barricades along the construction.

We plan to notify adjacent property owners, Bloomington Transit, and Bloomington Fire & Police Departments via formal written letter describing our proposed street closure and to include with that letter a diagram detailing the closure like the attached pages exhibits A, B, C, and D. We request to be included in the Board Meeting scheduled for 10/27/2020 seeking approval for this work.

Sincerely,
GILLIATTE GENERAL CONTRACTORS, INC.


Thomas Ritman
Project Manager

TR/dmw

NOTICE OF CONSTRUCTION ACTIVITIES

PROJECT: G3 Development

ADDRESS: 318 E. 3rd St. Bloomington, IN 47401

PROJECT SCHEDULE: September 15, 2020 – July 1, 2021

WORK WITHIN PUBLIC RIGHTS-OF-WAY:

- Closure of the alley to the South of the project 11/2/20 - 7/1/21
- Closure of the sidewalk and parking along Grant St. at construction 11/2/20 - 7/1/21
- Closure of South Bound Grant St, sidewalk, and parking at construction tentative dates:
 - o 11/15/20-1/20/21 (Framing)
 - o 3/1/21-3/29/21 (Masonry & Siding)
- Lane Restrictions along E. 3rd Street in front of construction tentative dates:
 - o 3/29/21-5/1/21 (Masonry & Siding)
 - o 5/24/21-5/28/21 (Sidewalk)
 - o 5/31/21-6/4/21 (Curb work & Landscaping)

SEE ATTACHED TRAFFIC FLOW PLAN

PUBLIC MEETING

CITY OF BLOOMINGTON BOARD OF PUBLIC WORKS

DATE: October 27, 2020 AT 5:30 PM,

VIRTUAL ZOOM MEETING:

LINK TO MEETING:

<https://bloomington.zoom.us/j/95017294995?pwd=MnpIYTVuUzJPQnVxV0U2MUdhcCtnUT09>

REQUEST FOR APPROVAL OF THE USE OF AND WORK WITHIN THE PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION

Public comment regarding this request will be accepted at the meeting.

CONTRACTOR:

Gilliatte General Contractors

Thomas Ritman

Email – thomasritman@gilliatte.com

Phone: 317-638-3355

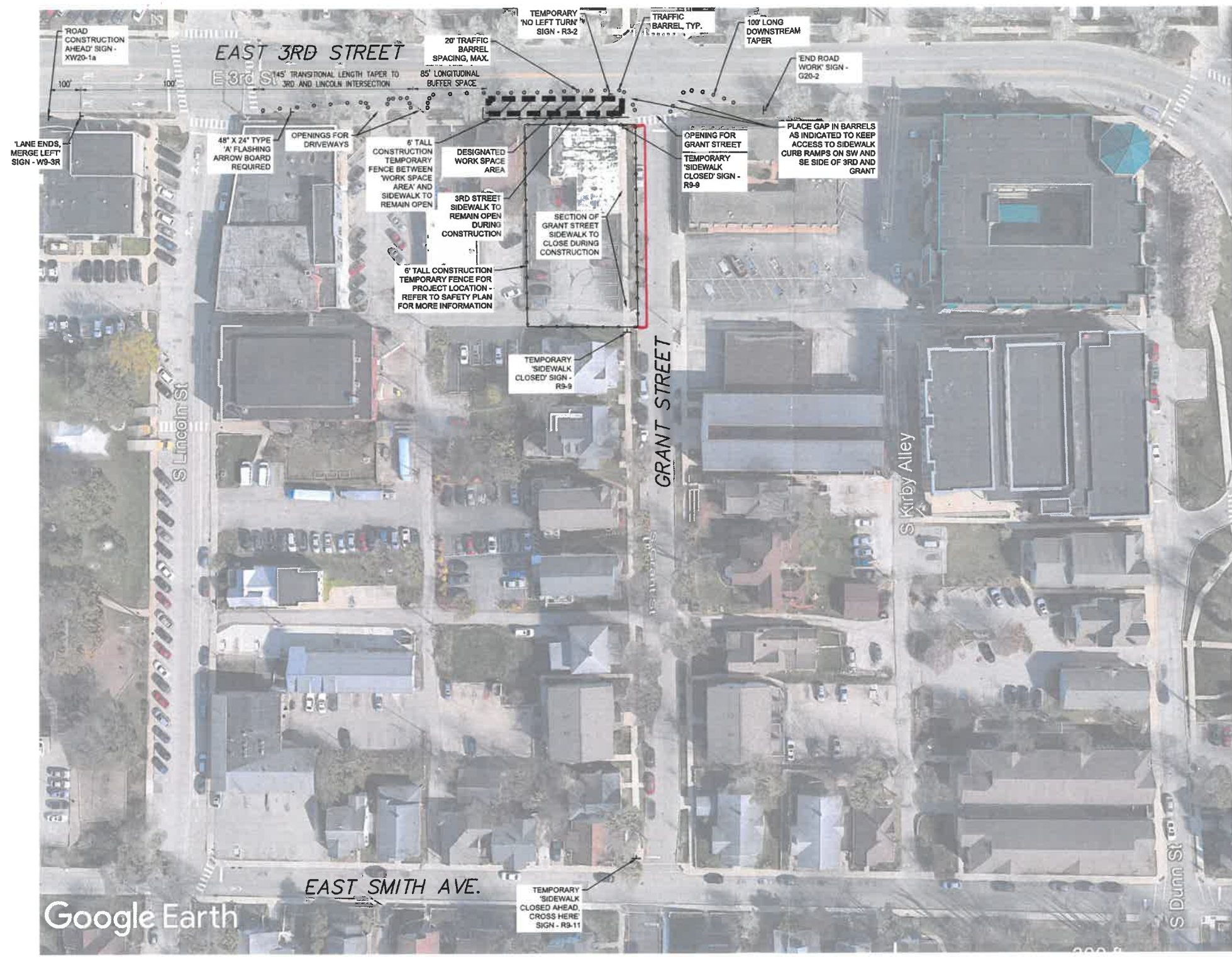
DEVELOPER/OWNER:

ACE 318, LLC

Elliot Lewis

Email – erlewis@aol.com

Phone: 812-339-8777



MAINTENANCE OF TRAFFIC NOTES

- 1. THIS MOT PLAN WAS DEVELOPED USING THE LATEST EDITION OF THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. THE CONTRACTOR SHALL IMPLEMENT TEMPORARY TRAFFIC SETUP AND MAINTENANCE IN ACCORDANCE WITH THE LATEST EDITION OF THE INDIANA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
- 2. ALL WORK IS TO BE IN ACCORDANCE WITH ALL STATE AND LOCAL REGULATIONS.
- 3. ALL PERMITS ARE TO BE OBTAINED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION.
- 4. EXISTING UTILITIES ON SITE SHALL BE RELOCATED AS REQUIRED. CONTRACTOR SHALL PAY ALL COSTS ASSOCIATED WITH RELOCATION.
- 5. SAFE, CLEARLY MARKED PEDESTRIAN AND VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES MUST BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
- 6. ALL TEMPORARY TRAFFIC CONTROL DEVICES REPRESENTED ON THIS PLAN SHALL BE PLACED AND SETUP BEFORE THE PROJECT SITE AREA CONSTRUCTION IS BEGUN.

NOTES TO CONTRACTOR:

1. ALL PROJECTS WILL REQUIRE A PRE-CONSTRUCTION MEETING WITH THE CITY OF BLOOMINGTON UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR AND/OR DEVELOPER MUST CONTACT THE UTILITIES TECHNICIAN AT (812)349-3633 TO SCHEDULE THE MEETING.
2. THE CONTRACTOR SHALL ALSO CONTACT THE CITY OF BLOOMINGTON PLANNING AND TRANSPORTATION DEPARTMENT AT 812-349-3423 FOR A PRE-CONSTRUCTION MEETING BEFORE ANY CONSTRUCTION ACTIVITY HAS BEGUN.
3. CONTRACTOR SHALL NOTIFY THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT ONE (1) WORKING DAY PRIOR TO CONSTRUCTION OF ANY WATER, STORM OR SANITARY SEWER UTILITY WORK. A CBU INSPECTOR MUST HAVE NOTICE SO WORK CAN BE INSPECTED, DOCUMENTED, AND A PROPER AS-BUILT MADE. WHEN A CONTRACTOR WORKS WEEKENDS, A CBU DESIGNATED HOLIDAY, OR BEYOND NORMAL CBU WORK HOURS, THE CONTRACTOR WILL PAY FOR THE INSPECTOR'S OVERTIME. FOR CBU WORK HOURS AND HOLIDAY INFORMATION, PLEASE CONTACT THE CITY OF BLOOMINGTON UTILITIES ENGINEERING DEPARTMENT AT (812)349-3660.

revisions:

ARCHITECTURE
CIVIL ENGINEERING
PLANNING

BE&B
BYNUM FANYO & ASSOCIATES, INC.
528 north walnut street
(812) 332-8030

bloomington, Indiana
(812) 339-2960 (Fax)

JEFFREY S. FANYO
No. 18283
STATE OF INDIANA
PROFESSIONAL ENGINEER
06-07-20

certified by: *[Signature]*

PROPOSED
3RD & GRANT

318 & 320 E. 3RD STREET
BLOOMINGTON, INDIANA 47401

title: MAINTENANCE OF TRAFFIC PLAN

designed by: DJB
drawn by: DJB
checked by: JSF
sheet no: C203
project no.: 401709

SCALE: NO SCALE

NOTE TO CONTRACTOR

CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS & DEPTHS AND NOTIFY ENGINEER OF ANY INACCURACIES IN LOCATION OR ELEVATION OR ANY CONFLICTS PRIOR TO & AFTER ANY EXCAVATION. NO PAYMENT SHALL BE MADE TO CONTRACTOR FOR UTILITY DESTRUCTION OR UNDERGROUND CHANGES REQUIRED DUE TO CONFLICTING ELEVATIONS.



Temporary Construction Fence around site including sidewalk and tree plot along Grant St.

Parking lane along Grant St. to be temporarily closed for a walk around while construction is ongoing

3D

Exhibit A



Temporary Construction fence around site including sidewalk, tree plot, and parking areas along Grant St.

South bound Grant St. temporarily closed to create a walk around while parking lane is needed for crane/deliveries/masonry/siding

3D

Exhibit B

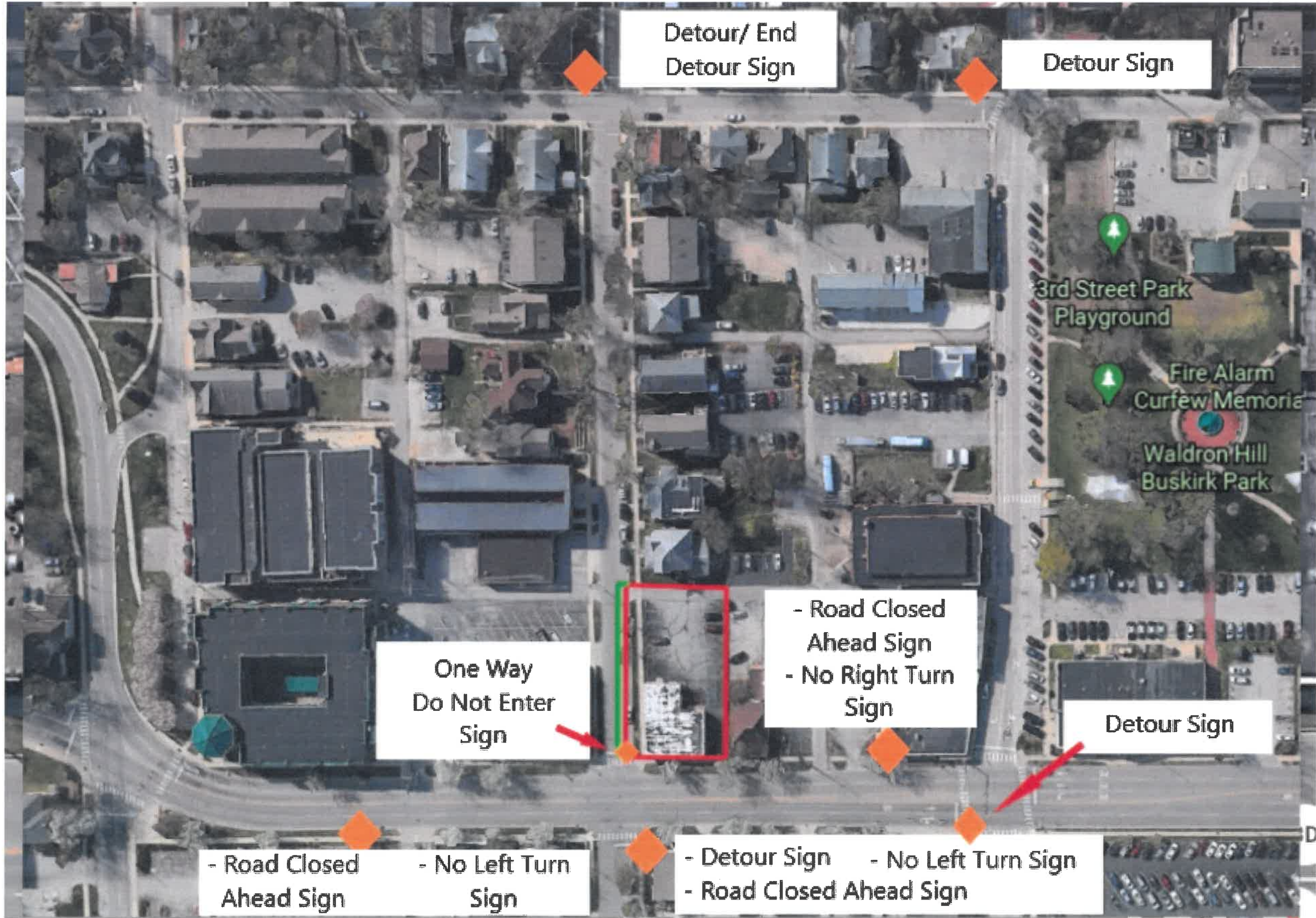
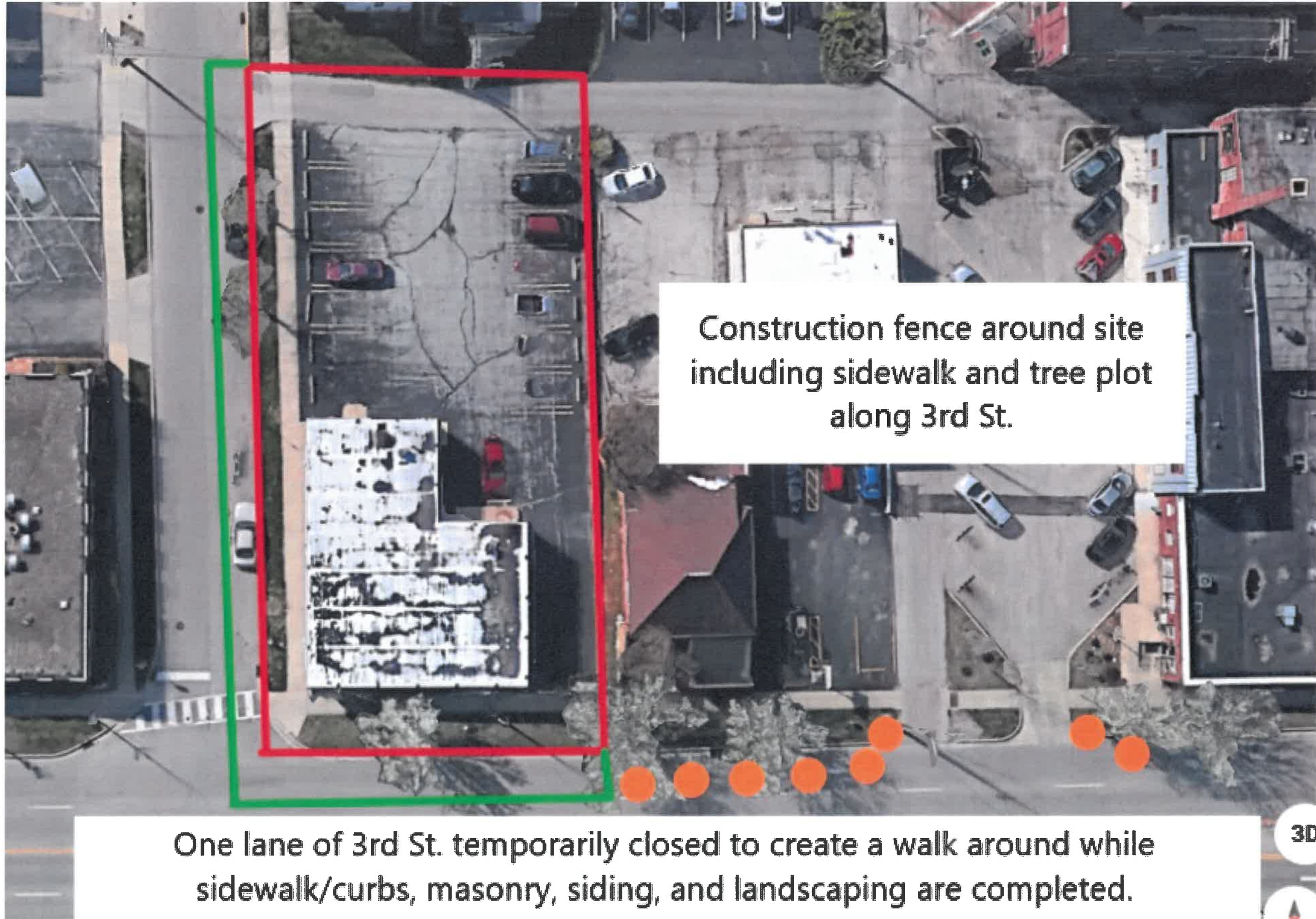


Exhibit B



Construction fence around site including sidewalk and tree plot along 3rd St.

One lane of 3rd St. temporarily closed to create a walk around while sidewalk/curbs, masonry, siding, and landscaping are completed.

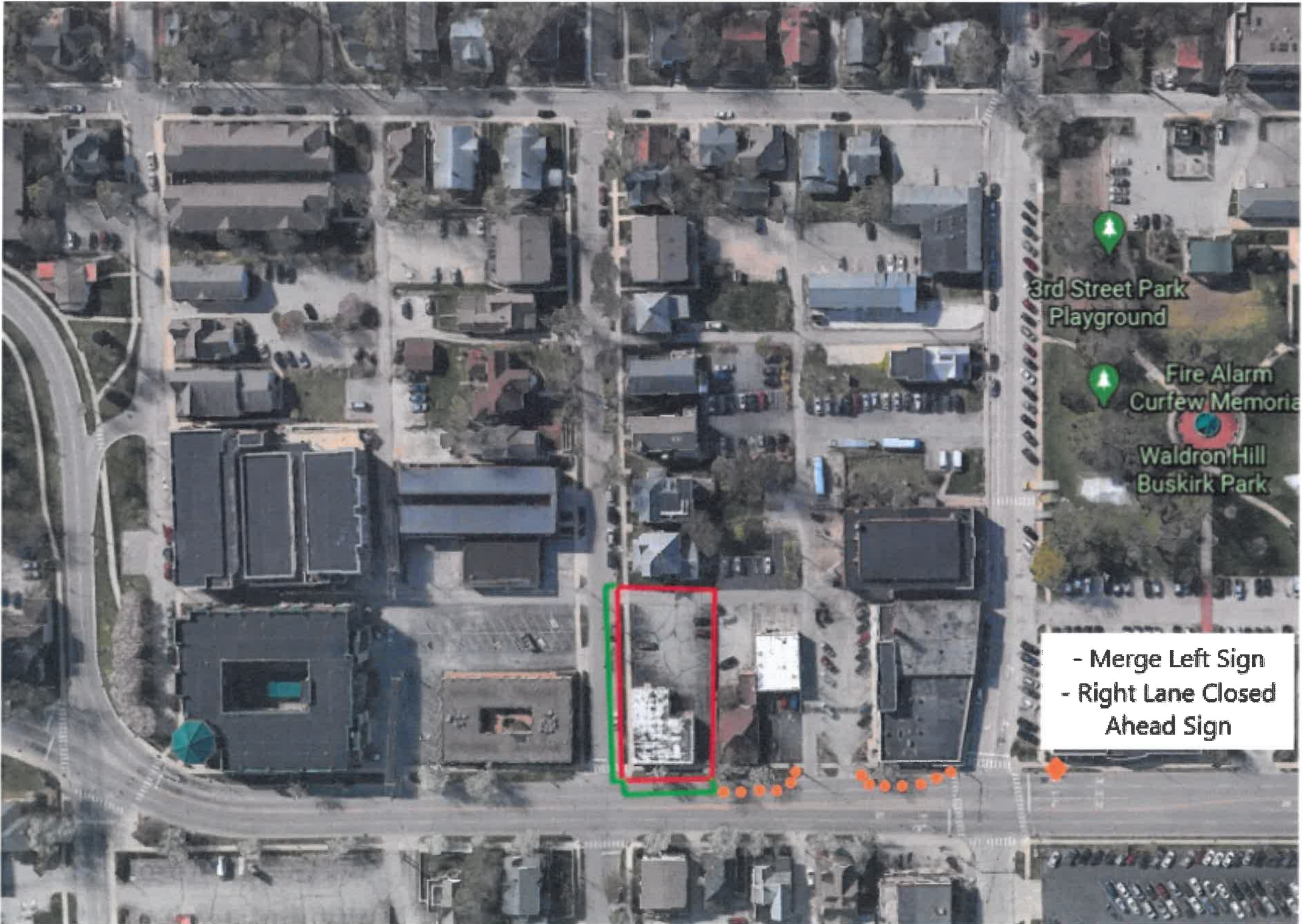
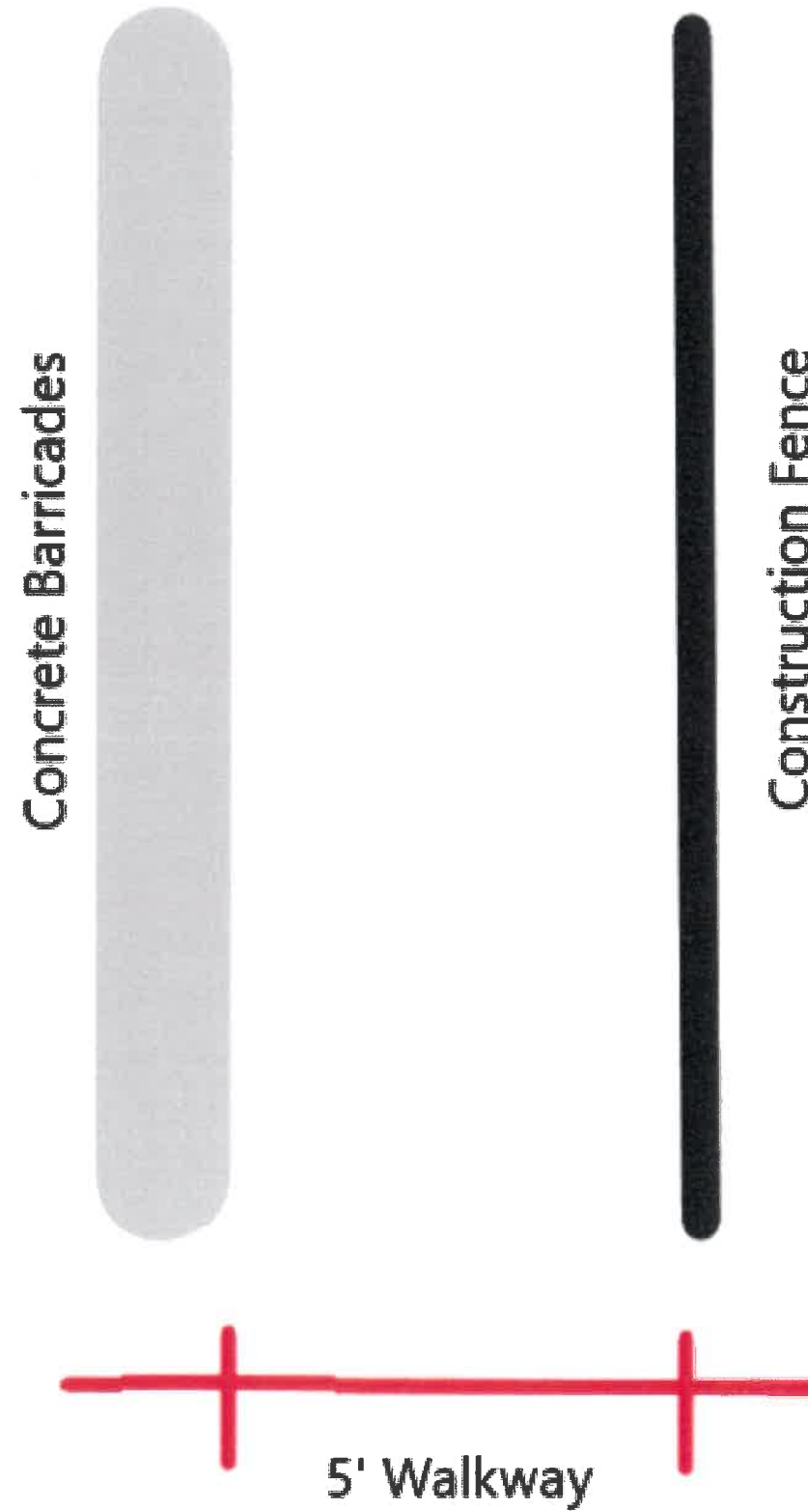


Exhibit C



Construction Fence

Pedestrian Walk Around



Concrete Barricade

Exhibit D



City of Bloomington
Public Works Department

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

Street or Traffic Lane Closure Permit Application

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

Location: 318 E. 3rd St. 3rd St South to Alley
(Street) South Bound Grant St. & Parking Along Grant St. (To)

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

Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley
 Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane ** South Bound Closure. North Bound to Remain Open*

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

Other: _____

Date(s) of Closure: From 11/2/20 To 7/1/20

** As needed throughout the project*

> 2 weeks? Yes No

Start Time: _____ a.m. / p.m.

End Time: _____ a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: Gilliatte General Contractors, INC.

Contact Person (Printed Name): Thomas Ritman

Contact Email: thomasritman@gilliatte.com

Contact Phone No.: (317)-638-3355

Signature: _____

Date: 10/16/20

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: Sarah Henry Phone#: 812-349-3576 Date: 10/20/2020

Form Updated 2019-12-03

*Only take place as needed when a
↳ Crane for Framing (tentative 11/15 - 1/20)
↳ Masonry / Siding Veneer (tentative 3/1 - 3/29)*



City of Bloomington
Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: 318 E. 3rd St. Grant St. Along Construction Area
(Street) 3rd Street in front of construction (From) (To)

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

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street
 Loading and Unloading Utility Work Special Event Work on Private Property
 Other: Complete sidewalk, landscaping, masonry, and siding

Date(s) of Closure: From 3/29/20 To 5/1/21 Masonry/Siding
6/24/21 > 2 weeks? Yes 5/31/21 No 6/14/21 Curb.
Start Time: _____ a.m. / p.m.
End Time: _____ a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: Gilliatte General Contractors, INC.

Contact Person (Printed Name): Thomas Ritman

Contact Email: thomasritman@gilliatte.com

Contact Phone No.: (317)-638-3355

Signature: [Signature] Date: 10/16/20

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: [Signature] Phone#: 812-349-3576 Date: 10/20/2020



City of Bloomington

Public Works Department

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

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

Street or Traffic Lane Closure Permit Application

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

Location: 318 E. 3rd St. Alley directly south of worksite
(Street) (From) (To)

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

Complete Street Closure One Traffic Lane 2 or more Traffic Lanes Alley

Sidewalk/Multiuse Path/Trail Bike Lane Parking Lane

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

Loading and Unloading Utility Work Special Event Work on Private Property

Other: Mill & Replace Alley / New Concrete Entrance

Date(s) of Closure: From 11/2/20 To 7/11/21

> 2 weeks? Yes No

Start Time: _____ : _____ a.m. / p.m.

End Time: _____ : _____ a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: Gilliatte General Contractors, INC.

Contact Person (Printed Name): Thomas Ritman

Contact Email: thomasritman@gilliatte.com

Contact Phone No.: (317)-638-3355

Signature: _____

Date: 10/16/20

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: [Signature] Phone#: 812-349-3576 Date: 10/20/2020



City of Bloomington
Public Works Department

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

Street or Traffic Lane Closure Permit Application

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

Location: 318 E. 3rd St Grant St 3rd St South to Alley
(Street) Parking Along Grant St. (From) (To)

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

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

Date(s) of Closure: From <u>11/2/20</u> To <u>7/1/21</u> > 2 weeks? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Start Time: _____ : _____ a.m. / p.m. End Time: _____ : _____ a.m. / p.m.
Overnight Closure Required: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

The applicant hereby certifies and agrees as follows:

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

Applicant Information:

Name or Organization: Gilliatte General Contractors, INC.

Contact Person (*Printed Name*): Thomas Ritman

Contact Email: thomasritman@gilliatte.com

Contact Phone No.:(317)-638-3355

Signature: [Handwritten Signature]

Date: 10/16/20

For Administration Use Only

Approved By: _____ BPW City Engineer Director Date: _____

Staff Representative: [Handwritten Signature]

Phone#: 812-349-3576 Date: 10/20/2020

**Board of Public Works
Staff Report**

Project/Event: Contract 20-603
First Amendment to Sales Agreement

Petitioner: Bloomington Fire Department

Staff Representative: Jennifer Lloyd, Assistant City Attorney
Jason Moore, Jayme Washel, Bloomington Fire Department

Date: October 27, 2020

Report: The Fire Department is purchasing an E-One Aerial Apparatus from Fire Service, Inc. pursuant to contract 20-267, which this Board approved in April. The parties have agreed that Fire Service, Inc. will accept the trade-in of a BFD rescue pumper that is no longer in service as partial payment of the aerial purchase price. The agreed value of the rescue pumper is \$150,000. This First Amendment to 20-267 sets forth the terms of the trade-in transaction.

Staff recommends approval of Contract 20-603.

Recommend Approval Denial by: Jennifer Lloyd

Board of Public Works
Staff Report

**FIRST AMENDMENT TO SALES CONTRACT
BETWEEN CITY OF BLOOMINGTON FIRE DEPARTMENT
AND FIRE SERVICE, INC.**

This First Amendment to Sales Contract modifies a sales contract between Fire Service, Inc. (“Company”) and City of Bloomington (“Buyer”) dated April 1, 2020 for an E-One fire aerial apparatus (SO#143324), which contract is identified by the City’s contract number, 20-267 (the “Contract”). The parties herein agree to the following:

1. **PURCHASE PRICE AND TRADE-IN:** Paragraph 6 “Price” of the Contract is amended to read as follows:

The Buyer shall pay, as a purchase price for the apparatus, the sum of **One Million One Hundred Twenty-Four Thousand Five Dollars and no cents (\$1,124,005.00)**. All prices are less any applicable local, state, or federal taxes which may be applied to the apparatus proposed. In accordance with Indiana Code § 36-1-11-9, as partial payment of this amount the Company shall accept as trade-in from the Buyer a 2012 Ferrara Ember MVP Heavy Rescue Pumper, VIN #44KFT6480WZ22347 (“Rescue Pumper”), at an agreed value of One Hundred Fifty Thousand Dollars and no cents (\$150,000.00).

NOTE: The balance of the aerial purchase price (Nine Hundred Seventy-Four Thousand Five Dollars and no cents [\$974,005.00]) shall be made by electronic funds transfer to the account indicated by the Company on the City’s Electronic Funds Transfer form.

2. **TRANSFER OF TRADE-IN VEHICLE:** The Buyer shall release the Rescue Pumper to the Company on or before December 31, 2020 at a date to be determined by the parties. Company shall take possession of the Rescue Pumper at the City of Bloomington Fleet Maintenance Garage, located at 800 E. Miller Drive, Bloomington, Indiana. Company shall not attempt to sell the Rescue Pumper directly from the Buyer’s lot and shall be responsible for removing the Rescue Pumper from Buyer’s lot on the date it is determined that Company shall take possession.

3. **CONDITION OF TRADE-IN VEHICLE AND ACCEPTANCE:**

A. Except as set forth in Section B, below, Buyer shall transfer the Rescue Pumper **as is** without any warranty, express or implied. Upon acceptance of the Rescue Pumper, Company will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Rescue Pumper.

B. Notwithstanding Section A above, Buyer agrees to the following:

i. All ground ladders, discharge caps, intake plugs, generators (permanently mounted and portable), cascade systems and cascade bottles, and permanently mounted items such as light towers, shall remain with the Rescue Pumper and be released to Company.

ii. The tires on the Rescue Pumper shall not be older than seven (7) years, and shall have a minimum tread depth of 4/32" on steering axles, 2/32" on non-steering axles, and shall have no punctures, cuts to the cord, bulges or sidewall separation.

iii. The City shall provide a pump test certificate for the Rescue Pumper dated within 365 days prior to the release date with results satisfactory to the Company, including proper operation of the pressure governor, relief valve, primer and foam system if applicable.

C. Buyer shall allow the Company reasonable opportunity to inspect the Rescue Pumper prior to taking possession. At such time as the Company takes possession of the Rescue Pumper, such possession shall be considered to constitute the Company's acceptance and agreement that all conditions set forth in Section B, above have been satisfied, or alternatively, have been waived.

4. **TITLE:** In accordance with Indiana law, Buyer will properly document the sale to Company on the title to the Rescue Pumper. Buyer will pass the physical title to the Rescue Pumper to the Company when Company takes possession of the Rescue Pumper in accordance with this Contract.

5. All other terms and conditions of the Contract remain unchanged.

IN WITNESS WHEREOF, Buyer and Company have caused this First Amendment to Sales Contract to be executed by their duly authorized representatives this ____ day of October, 2020.

COMPANY

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

By: _____
Dave Thomas, Sales Representative

BUYER

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

By: _____
Kyla Cox Deckard, President

Date: _____

By: _____
Beth Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

Date: _____

By: _____
John Hamilton, Mayor
By Philippa Guthrie, Corporation Counsel

Date: _____

Board of Public Works

Staff Report

Project/Event: Renew Agreement with Milestone Contractors, L.P (Primary Provider) and E&B Paving, LLC (Secondary Provider)

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Meeting Date: October 27, 2020

Per the 2020 Agreement with Milestone Contractors, L.P and secondary provider E&B Paving, LLC, both providers have agreed to renew our contracts on same terms and conditions for the first of two possible renewals.

Milestone Contractors, L.P.

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 47.50
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 46.00
+/- 200 Tons	Base (#5)	\$ 45.00
+/- 200 Tons	Cold Mix	\$ 120.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 6.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 3.00

E&B Paving, LLC (Secondary Provider)

+/- 20,000 Tons	Hot Mix (Surface #9 or #11)	\$ 53.25
+/- 200 Tons	Binder (Intermediate #8 or #9)	\$ 48.25
+/- 200 Tons	Base (#5)	\$ 46.25
+/- 200 Tons	Cold Mix	\$ 100.00
+/- 8,000 Tons	Recycled Asphalt Product (RAP)	\$ 6.00 (Credit)
+/- 2,500 Gallons	Tack Oil	\$ 3.00

Staff recommends to extend the contract with Milestone Contractors, LP and secondary provider E&B Paving, LLC for 2021.

Recommend **Approval by Joe VanDeventer**

Milestone



September 29th 2020

City of Bloomington Public Works
401 N Morton Street
Bloomington, In. 47402
Attn: Mr. Joe Vandeventer

RE: 2021 BITUMINOUS F O B ASPHALT PRICING

Dear Joe,

Per your request Milestone Contractors, L.P is willing to "ROLLOVER" the 2020 Bituminous F O B asphalt and milling bid at the same prices as last year. We have attached those prices for your review. This is in compliance with your specifications according to last year's contract documents.

On behalf of Milestone Contractors, L.P. we do appreciate the working relationship with City of Bloomington and their representatives and look forward to further projects and opportunities.

If you have any questions or concerns please feel free to call my office # at (812) 355-2683 or my cell phone # at (812) 699-2170

Sincerely,
MILESTONE CONTRACTORS, L.P.



Rob Rood, Area Asphalt Manager



• Equal Opportunity Employer •

Milestone Contractors, L.P.
4758 W. Arlington Rd. Bloomington, IN 47404 (812) 330-2037 fax (812) 330-2118

CITY OF BLOOMINGTON
 BID FORM

UNIT PRICE	CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL AMOUNT
	1. MIXED WINTER STOCKPILE COLD MIX (B.C.A.)	+/- 200	TONS	BITUMINOUS MATERIAL COLD MIX*	\$ 120.00	\$24,000.00
	2. HOT ASPHALTIC SURFACE MIX #9 OR #11	+/- 20,000	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 47.50	\$950,000.00
	3. HOT ASPHALTIC INTERMEDIATE MIX #8 OR #9	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 46.00	\$9,200.00
	4. HOT ASPHALTIC BASE MIX #5	+/- 200	TONS	BITUMINOUS MATERIAL HOT MIX*	\$ 45.00	\$9,000.00
	5. TACK OIL	+/- 2,500	GALS	TACK OIL	\$ 3.00	\$7,500.00

*Per INDOT Specifications Section 400 ASPHALT PAVEMENTS detailed specifications. Other sections may be applicable for conformance to complete specifications. It is the responsibility of the supplier to ensure they familiarize and understand all requirements for material bidding, and disqualification may occur at the discretion of the Board of Public Works should a supplier or their material does not meet the requirements. Specifications can be found at: <https://www.in.gov/dot/dlv/contracts/standards/book/sep19/sep.htm>

BITUMINOUS MATERIALS
 RECYCLED ASPHALT PRODUCT (RAP)

CLASS OR ITEM	QUANTITY	UNIT	DESCRIPTION	CREDIT UNIT PRICE	TOTAL CREDIT AMOUNT
1. RECYCLED ASPHALT PRODUCT (RAP)	+/- 8,000	TONS	BITUMINOUS MATERIAL MILLINGS AND/OR ASPHALT CHIPS	\$ 6.00	\$48,000.00

NON-COLLUSION AFFIDAVIT

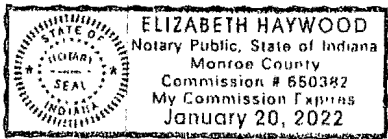
STATE OF INDIANA)
)
) SS:
)
COUNTY OF MONROE)

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership representative represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

MILESTONE CONTRACTORS, LP
BIDDER (FIRM)

[Signature] DIRECTOR OF ESTIMATING
SIGNATURE OF BIDDER OR AGENT



Subscribed and sworn to me this 20 day of MARCH 20 18

My Commission Expires: JANUARY 20, 2022

County of Residence: MONROE

[Signature] Elizabeth Haywood
Notary Public



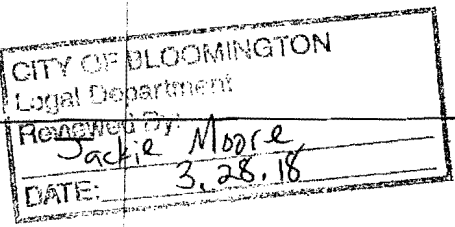
ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of City of Bloomington Board of Public Works hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery of the price quoted for the materials stipulated in said bid.

BOARD OF PUBLIC WORKS MEMBERS:

[Signature] KYLA COX DECKARD, PRESIDENT

KELLY BOATMAN
[Signature] DANA PALAZZO



CITY OF BLOOMINGTON Controller
Reviewed by: [Signature]
DATE: 3/29/18
FUND/ACCT: 101-02-233, 451-20-233, 601-02-233

ADDITIONAL CONTRACT CLAUSE ATTACHMENT

The following clause is added and incorporated as an additional contract term.

Liquidated Damages. The city and bidder recognize that time is of the essence in bidder's providing Bituminous Materials for pick up by city vehicles at bidder's site(s). The city will suffer financial loss if the bituminous materials are not available at the time needed by the city. The city and bidder also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the materials are not available when needed by the city. Accordingly, instead of requiring any such proof, the city and bidder agree that as liquidated damages for delay (but not as a penalty), bidder shall pay the city the following amount each time that bituminous materials are not available for pick up by city vehicles at bidder's site. If bidder shall neglect, refuse, or fail to provide the bituminous materials when needed by the city, bidder shall pay city the following amount for each instance in which bidder neglects, refuses or fails to provide bituminous materials to the city.

<u>Item</u>	<u>Liquidated Damages</u>
Neglect, Refusal or Failure to Provide Bituminous Materials for Pick Up by City Vehicle(s) at Bidder's Site(s)	Any and all costs, above the Bidder's contract rate, for the City to purchase bituminous materials from another source

The city shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to bidder, or to initiate applicable dispute resolution procedures and recover liquidated damages for nonperformance of this Contract within the time stipulated.

Acceptance. Signed *Mitch Holland*
Printed Name MITCH HOLLAND
Title DIRECTOR OF ESTIMATING
Company MILESTONE CONTRACTORS, LP
Date MARCH 20, 2018



E&B PAVING, LLC

October 20, 2020

**City of Bloomington
Board of Public Works**

Re: Renewal of secondary asphalt provider for year 2021

Please let this letter serve as E&B Paving's acknowledgement that we agree to renew the attached 2020 Memorandum of Understanding as secondary provider of asphalt mixes for the 2021 season at the attached pricing.

Todd Hoops

**Bloomington Area Manager
E&B Paving, LLC.**

AN EQUAL OPPORTUNITY EMPLOYER

.....
2520 W. INDUSTRIAL PARK DRIVE, BLOOMINGTON, IN 47404

PHONE 812-334-7940

www.ebpaving.com

ASPHALT AND CONCRETE PAVING CONTRACTORS

Bloomington
2020 FOB

 E-MAILED
3/11/20
DANNA, BVS

MEMORANDUM OF UNDERSTANDING
REGARDING BITUMINOUS MATERIALS

This Memorandum of Understanding (“MOU”), entered into between the Board of Public Works of the City of Bloomington (“Board”) and E & B Paving, Inc. (“E & B”), WITNESSETH THAT:

- WHEREAS, on February 17, 2020, at its work session, the Board opened bids for the purchase of bituminous materials (“asphalt”); and
- WHEREAS, E & B submitted a responsive bid to the Board for the provision of asphalt; and
- WHEREAS, after careful review, the Board awarded to E & B a secondary or back-up contract for the provision of asphalt to the City of Bloomington; and
- WHEREAS, E & B wishes to enter into contract with the City of Bloomington for the provision of asphalt.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- (1) The bid submitted by E & B is hereby incorporated as part of this MOU. The fundamental price terms contained in E & B’s bid are as follows:

Cold Mix: \$100.00 per ton
Hot Mix (Surface #11 or #9): \$53.25 per ton
Hot Mix (Binder #8 or #9): \$48.25 per ton
Hot Mix (Base #5): \$46.25 per ton
RAP (Recycled Asphalt Product): -\$6.00 per ton
Tack Oil: \$3.00 per gallon

- (2) At the option and discretion of the Board during the term of this MOU, the Board may purchase the materials listed in paragraph (1) above at the prices indicated in amounts to be determined by the Board, and any and all purchases by the Board shall be at those prices.
- (3) The term of this MOU shall be from the date of execution of this document through the end of the 2020 contract term and may be renewed for up to two (2) additional one year renewal terms, through the end of the 2021 and 2022 contract terms.

In witness of acceptance of all conditions contained in this MOU, the parties hereby execute this Memorandum of Understanding this 18 day of February, 2020.

CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS

E & B PAVING, INC.

By:

By:

Kyla Cox Deckard, President

Todd Hoops

Beth H. Hollingsworth
Beth H. Hollingsworth, Vice President

Name Printed: TODD HOOPS

Title: AREA MANAGER

Dana Palazzo
Dana Palazzo, Secretary

CITY OF BLOOMINGTON

Legal Department

Reviewed By:

Jackie Moore

DATE: 2-17-20

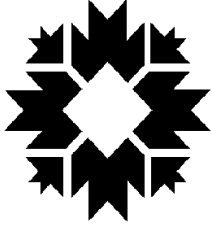
CITY OF BLOOMINGTON
Controller

Reviewed by:

DATE:

2-18-20

FUND/ACCT: 101-22/451/601



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: City of Bloomington Board of Public Works

FROM: Jacquelyn F. Moore, Assistant City Attorney

RE: Bituminous Materials (Asphalt) Bids

DATE: October 27, 2020

On February 17, 2020, bids for bituminous materials were opened and read aloud at the work session of the City of Bloomington Board of Public Works. After a careful review, staff recommends that two (2) separate contracts for bituminous materials be awarded to Milestone Contractors, L.P., (Milestone) and to E & B Paving, Inc., (E & B), with Milestone serving as the City's primary asphalt provider and E & B serving as back-up.

Lowest Bidder

Purchasing by public agencies in Indiana is governed by Indiana Code § 5-22-1-1 (*et seq.*). The law states that “a contract must be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder.” Ind. Code § 5-22-7-8. Both Milestone and E & B submitted bids that were responsible and responsive; however, Milestone provided the lowest bid.

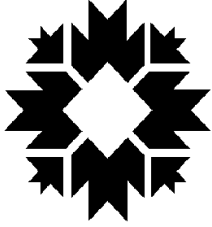
Awarding Multiple Contracts

State law authorizes the Board to “award separate contracts to different offerors . . . if the purchasing agent makes a written determination showing that the award of separate contracts is in the interest of efficiency or economy.” Ind. Code § 5-22-17-12-12(b). In the past, plants from which the City has purchased asphalt have occasionally temporarily shut down. When the City's asphalt provider is out of commission, City projects are delayed. Given the City's prior experience with plant shut downs, staff feels that it is in the interest of both efficiency and economy to contract with two asphalt suppliers. Staff recommends that the Board contract with

Milestone as the primary provider of asphalt to the City and that E & B serve as a back-up provider.

Conclusion

Staff firmly believes that it is in the City's best interest to contract for the City's 2020 asphalt purchases with both a primary asphalt provider and a back-up provider. Therefore, pursuant to Indiana Code § 5-22-17-12(c) and Indiana Code § 5-22-17-12(b), Staff recommends that the Board of Public Works approve Resolution 2018-33, authorizing the award of two (2) separate 2020 bituminous materials contracts, with a primary contract awarded to Milestone Contractors, L.P., and a back-up contract awarded to E & B Paving, Inc.



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

TO: City of Bloomington Board of Public Works

FROM: Jacquelyn F. Moore, Assistant City Attorney

RE: Bituminous Materials (Asphalt) Bids

DATE: October 27, 2020

On February 17, 2020, bids for bituminous materials were opened and read aloud at the work session of the City of Bloomington Board of Public Works. After a careful review, staff recommends that two (2) separate contracts for bituminous materials be awarded to Milestone Contractors, L.P., (Milestone) and to E & B Paving, Inc., (E & B), with Milestone serving as the City's primary asphalt provider and E & B serving as back-up.

Lowest Bidder

Purchasing by public agencies in Indiana is governed by Indiana Code § 5-22-1-1 (*et seq.*). The law states that “a contract must be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder.” Ind. Code § 5-22-7-8. Both Milestone and E & B submitted bids that were responsible and responsive; however, Milestone provided the lowest bid.

Awarding Multiple Contracts

State law authorizes the Board to “award separate contracts to different offerors . . . if the purchasing agent makes a written determination showing that the award of separate contracts is in the interest of efficiency or economy.” Ind. Code § 5-22-17-12-12(b). In the past, plants from which the City has purchased asphalt have occasionally temporarily shut down. When the City's asphalt provider is out of commission, City projects are delayed. Given the City's prior experience with plant shut downs, staff feels that it is in the interest of both efficiency and economy to contract with two asphalt suppliers. Staff recommends that the Board contract with

Milestone as the primary provider of asphalt to the City and that E & B serve as a back-up provider.

Conclusion

Staff firmly believes that it is in the City's best interest to contract for the City's 2020 asphalt purchases with both a primary asphalt provider and a back-up provider. Therefore, pursuant to Indiana Code § 5-22-17-12(c) and Indiana Code § 5-22-17-12(b), Staff recommends that the Board of Public Works approve Resolution 2018-33, authorizing the award of two (2) separate 2020 bituminous materials contracts, with a primary contract awarded to Milestone Contractors, L.P., and a back-up contract awarded to E & B Paving, Inc.

RESOLUTION 2020-12
RESOLUTION TO AUTHORIZE TWO SEPARATE 2020 CONTRACTS FOR
BITUMINOUS MATERIALS WITH MILESTONE CONTRACTORS, L.P.,
SERVING AS THE PRIMARY SUPPLIER AND
E & B PAVING, INC., SERVING AS A BACK-UP SUPPLIER

WHEREAS, the Board of Public Works wishes to contract with a supplier of bituminous materials; and,

WHEREAS, the Board of Public Works has invited bids for the provision of bituminous materials; and,

WHEREAS, two contractors, Milestone Contractors, L.P., and E & B Paving, Inc., submitted bids which were opened on February 17, 2020, during a work session meeting of the Board of Public Works; and,

WHEREAS, Indiana Code § 5-22-17-12(c) authorizes the Board of Public Works to award a contract for supplies to an offeror other than the lowest offeror as long as the Board makes a written determination documenting the reasons for its selection; and,

WHEREAS, the Instructions to Bidders provides the Board of Public Works with the option of obtaining necessary material from another source when the primary supplier is unable to supply the necessary material required by the City; and,

WHEREAS, the City of Bloomington has had problems with asphalt plant shutdowns delaying City projects in the past; and,

WHEREAS, the Board of Public Works could limit such problems by agreeing to award a back-up contract with a second asphalt provider; and,

WHEREAS, staff has prepared a memorandum for the Board of Public Works setting forth its recommendation that the Board award two separate contracts as authorized by Indiana Code § 5-22-17-12(b) with the primary asphalt contract being awarded to Milestone Contractors, L.P., and the back-up contract awarded to E & B Paving, Inc.;

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

1. The Board of Public Works adopts the memorandum submitted by Staff as its Written Determination setting out the reasons for the award of contracts as provided below.
2. The Board of Public Works hereby awards the primary contract for the provision of bituminous materials to the City of Bloomington during the 2020 contract term, and during any renewal of this contract, to Milestone

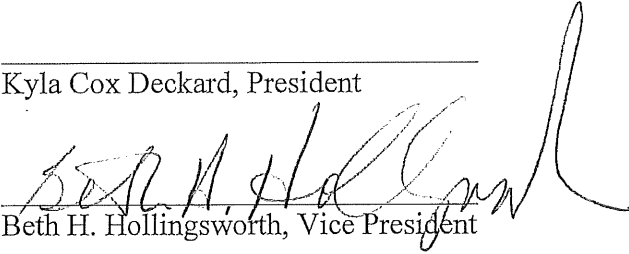
Contractors, L.P., in accordance with the terms set forth in Milestone Contractors' bid.

3. The Board of Public Works hereby awards a secondary back-up contract for the provision of bituminous materials to the City of Bloomington during the 2020 contract term, and during any renewal of this contract, to E & B Paving, Inc., in accordance with the terms set forth in E & B Paving, Inc.'s bid. E & B Paving, Inc., is authorized to furnish the City with asphalt as needed when the City's primary asphalt provider is incapable of meeting the City's need for bituminous materials.

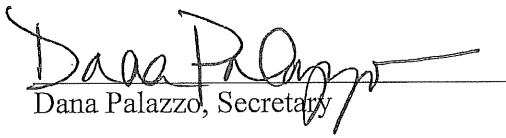
PASSED AND ADOPTED this 18th day of February, 2020, by the Board of Public Works of the City of Bloomington, Indiana.

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS:**

Kyla Cox Deckard, President



Beth H. Hollingsworth, Vice President



Dana Palazzo, Secretary

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>2.17.20</u>

CITY OF BLOOMINGTON
Controller

Reviewed by:


DATE: 2-18-20

FUND/ACCT: 101-02/451/601

Resolution 2020-12



Board of Public Works Staff Report

Project/Event: Approve Cooperation Services Agreement Program Partnership with Big Boys Moving LLC in conjunction with Made Up Minds

Petitioner/Representative: Department of Public Works

Staff Representative: Adam Wason, Director

Meeting Date: 10/27/2020

The purpose of this agreement is to provide well maintained and clean public spaces through a program partnership between the Department of Public Works and Big Boys Moving in conjunction with Made Up Minds. This will allow their clients to work for Big Boys Moving in conjunction with Made Up Minds as part of the Brighten B-Town Program.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Cooperation Services Agreement Program Partnership with Big Boys Moving in conjunction with Made Up Minds in the amount not to exceed \$50,000.00.

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

**CITY OF BLOOMINGTON COOPERATION SERVICES AGREEMENT
PROGRAM PARTNERSHIP WITH BIG BOYS MOVING LLC
IN CONJUNCTION WITH MADE UP MINDS**

Partner(s):

This Agreement is made and entered into by and between the City of Bloomington Public Works Department (“COB - DPW”) and Big Boys Moving LLC (“BBM”) in conjunction with Made Up Minds (“MUM”).

WHEREAS, COB - DPW and BBM in conjunction with MUM (“the Parties”) desire to cooperate as part of an employment program to support the Brighten B-Town maintenance and beautification efforts Citywide, and

WHEREAS, BBM in conjunction with MUM is qualified to perform such services for COB - DPW; and

WHEREAS, COB - DPW is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW, THEREFORE, the Parties do mutually agree as follows:

A. Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for BBM in conjunction with MUM clients to work for BBM in conjunction with MUM as part of the Brighten B-Town by combining available resources from each Party to the Agreement.

B. Duration of Agreement:

This Agreement shall be in effect from the date of signing until December 31, 2021 unless terminated earlier as provided under Section G.

C. City of Bloomington Public Works Department:

1. The goal of COB - DPW is to provide well maintained and clean public spaces.
2. COB - DPW agrees to:
 - a) Define the work areas in the public rights-of-way to be cleaned and maintained under this program which may include: curb painting; vegetation and debris removal; snow removal; general maintenance; cleaning; and other efforts as part of the Brighten B-Town program administered by the Facilities Division of the Public Works Department;
 - b) COB - DPW shall, under the coordination of the Public Works Director, the Facilities and Operations Manager, the Special Projects and

Operations Manager, and the Downtown Specialist COB - DPW coordinate the weekly work plans with BBM in conjunction with MUM to be completed during work hours of 9:00 a.m. - 2:00 p.m. Monday - Friday from October 28, 2020 through December 31, 2021;

c) Provide on-site training for the BBM in conjunction with MUM Brighten B-Town team members on work zone safety, maintenance duties and expectations;

d) Provide maintenance equipment and supplies necessary to maintain the designated rights-of way;

e) Provide personal protection equipment for the BBM in conjunction with MUM Brighten B-Town team members; and

f) Pay BBM in conjunction with MUM invoiced amounts for labor costs of the COB-DPW and BBM in conjunction with MUM Brighten B-Town partnership. Payment shall not to exceed the rate of \$13.21 per hour, plus FICA for BBM in conjunction with MUM Brighten B-Town team members.

D. BIG BOYS MOVING LLC in conjunction with MADE UP MINDS Agrees to:

1. The goal of Big Boys Moving in conjunction with Made Up Minds is to conduct an employment placement program for BBM in conjunction with MUM Brighten B-Town.

2. BBM in conjunction with MUM agrees to:

a) Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews;

b) Provide the following number of employees for the COB - DPW and BBM in conjunction with MUM Brighten B-Town partnership:

o Up to ten (10) employees Monday through Friday from 7:30 a.m. - 2:30 p.m. to complete cleaning and maintenance tasks as described above;

c) Invoice COB - DPW monthly for labor costs, plus FICA depending on the positions filled and hours worked, at the rate of \$13.21 per hour for the remainder of calendar year 2020, and at the rate of \$13.29 per hour for calendar year 2021;

d) Provide transportation each day to the agreed upon work sites that are part of the weekly work plans;

e) Provide a Supervisor to transport and supervise crew on site;

f) Have substitute workers available to fill in or permanently take a spot on the crew;

g) Address behavioral issues that come up at sites;

h) Complete maintenance log daily per site; and

i) Communicate with designed COB - DPW staff on issues, progress, and supply needs.

E. Terms Mutually Agreed To By the Parties to this Agreement:

1. The intent of this Agreement is to document a mutually beneficial partnership between BBM in conjunction with MUM and COB - DPW in an amount not to exceed \$50,000.00;
2. The staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner and reflect the commitment of the Parties to quality services and customer satisfaction;
3. BBM in conjunction with MUM shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Public Works Department as an additional insured, and BBM in conjunction with MUM shall provide COB - DPW with a certificate of insurance prior to the commencement of operations under this Agreement. BBM in conjunction with MUM and its insurer shall notify COB - DPW within ten (10) days of any insurance cancellation;
4. The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by the Parties;
5. BBM in conjunction with MUM is recognized as having the expertise and experience to hire and supervise the Brighten B-Town work crews safely and effectively. COB - DPW shall have the right to review risk management, agreement terms, and service quality issues;
6. Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on City property;
7. Pursuant to Indiana code sections 35-47-11.1-2 and -3, the City is prohibited from enforcing a firearms policy in public parks and City facilities as of July 1, 2011. However, per Indiana Code section 35-47-11.1-4(10), BBM in conjunction with MUM may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If BBM in conjunction with MUM implements such a policy, it shall provide a copy of the policy to the City, which shall be attached to this Agreement and incorporated herein by reference;
8. The Parties shall evaluate this Agreement and the services provided hereunder during the month of December 2021; and
9. BBM in conjunction with MUM shall release, hold harmless, and indemnify the City of Bloomington, its Public Works Department, and its

officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of BBM in conjunction with MUM's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or BBM in conjunction with MUM, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

F. Notice:

1. Notice regarding any significant concerns or issues of non-compliance shall be provided to those contacts as follows:

Big Boys Moving LLC	COB - DPW
Anna Bouwkamp (Jackson)	Adam Wason
3964 W. Norway Court	401 N. Morton Street
Bloomington, IN 47404	Bloomington, IN 47404
bbmoving812@gmail.com	(812) 349-3410

2. Representatives for the day-to-day operational implementation of this Agreement are:

Big Boys Moving LLC	COB - DPW
Anna Bouwkamp (Jackson)	J. D. Boruff, Facilities
3964 W. Norway Court	812 325-2592
Bloomington, IN 47404	
bbmoving812@gmail.com	

G. Termination

This Agreement may be terminated only upon the mutual written agreement of the Parties.

Signed and Agreed to this _____ day of _____, 2020.

BIG BOYS MOVING LLC:

Anna Bouwkamp (Jackson), Registered Agent

Date

CITY OF BLOOMINGTON:

Adam Wason, Director, COB - DPW

Date

Kyla Cox Deckard, President,
Board of Public Works

Date

Philippa M. Guthrie, Corporate Counsel

Date



Board of Public Works Staff Report

Project/Event: Approve Cooperation Services Agreement Program Partnership with Centerstone

Petitioner/Representative: Department of Public Works

Staff Representative: Adam Wason, Director

Meeting Date: 10/27/2020

The purpose of this agreement is to provide well maintained and clean public spaces through a program partnership between the Department of Public Works and Centerstone. This will allow their clients to work for Centerstone as part of the Brighten B-Town Program.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Cooperation Services Agreement Program Partnership with Centerstone in the amount not to exceed \$100,000.00.

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

**CITY OF BLOOMINGTON
COOPERATION SERVICES AGREEMENT
PROGRAM PARTNERSHIP WITH CENTERSTONE**

Partner(s):

This Agreement is made and entered into by and between the City of Bloomington Public Works Department (“COB - DPW”) and Centerstone. (“CS”).

WHEREAS, COB - DPW and CS (“the Parties”) desire to cooperate as part of an employment program to support the Brighten B-Town maintenance and beautification efforts Citywide, and

WHEREAS, CS is qualified to perform such services for COB - DPW; and

WHEREAS, COB - DPW is authorized to plan and develop partnerships and contractual arrangements with non-city organizations to ensure delivery of services.

NOW, THEREFORE, the Parties do mutually agree as follows:

A. Purpose of Agreement:

The purpose of this Agreement is to outline a program partnership, which will provide an opportunity for CS clients to work for CS as part of the Brighten B-Town by combining available resources from each Party to the Agreement.

B. Duration of Agreement:

This Agreement shall be in effect from the date of signing until December 31, 2021 unless terminated earlier as provided under Section G.

C. City of Bloomington Public Works Department:

1. The goal of COB - DPW is to provide well maintained and clean public spaces.
2. COB - DPW agrees to:
 - a) Define the work areas in the public rights-of-way to be cleaned and maintained under this program which may include: curb painting; vegetation and debris removal; snow removal; general maintenance; cleaning; and other efforts as part of the Brighten B-Town program administered by the Facilities Division of the Public Works Department;
 - b) COB - DPW shall, under the coordination of the Public Works Director, the Facilities and Operations Manager, the Special Projects and Operations Manager, and the Downtown Specialist COB - DPW coordinate the weekly work plans with CS to be completed during work hours of 9:00 a.m. - 2:00 p.m. Monday - Friday from October 28, 2020

through December 31, 2021;

- c) Provide on-site training for the CS Brighten B-Town team members on work zone safety, maintenance duties and expectations;
- d) Provide maintenance equipment and supplies necessary to maintain the designated rights-of way;
- e) Provide personal protection equipment for the CS Brighten B-Town team members; and
- f) Pay CS invoiced amounts for labor costs of the COB-DPW and CS Brighten B-Town partnership. Payment shall not to exceed the rate of \$13.21 per hour, plus FICA for CS Brighten B-Town team members.

D. CENTERSTONE Agrees to:

- 1. The goal of Centerstone is to conduct an employment placement program for CS Brighten B-Town.
- 2. CS agrees to:
 - a) Conduct hiring interviews, hire, pay, and assume liability/risk coverage for maintenance crews;
 - b) Provide the following number of employees for the COB - DPW and CS Brighten B-Town partnership:
 - o Up to ten (10) employees Monday through Friday from 7:30 a.m. - 2:30 p.m. to complete cleaning and maintenance tasks as described above;
 - c) Invoice COB - DPW monthly for labor costs, plus FICA depending on the positions filled and hours worked, at the rate of \$13.21 per hour for the remainder of calendar year 2020, and at the rate of \$13.29 per hour for calendar year 2021;
 - d) Provide transportation each day to the agreed upon work sites that are part of the weekly work plans;
 - e) Provide a Supervisor to transport and supervise crew on site;
 - f) Have substitute workers available to fill in or permanently take a spot on the crew;
 - g) Address behavioral issues that come up at sites;
 - h) Complete maintenance log daily per site; and
 - i) Communicate with designed COB - DPW staff on issues, progress, and supply needs.

E. Terms Mutually Agreed To By the Parties to this Agreement:

- 1. The intent of this Agreement is to document a mutually beneficial partnership between CS and COB - DPW in an amount not to exceed \$100,000;
- 2. The staff and personnel involved in this Agreement will at all times represent the Parties to this Agreement in a professional manner and reflect the commitment of

the Parties to quality services and customer satisfaction;

3. CS shall maintain comprehensive general liability insurance, with a minimum combined single limit of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate. The policy shall name the City of Bloomington Public Works Department as an additional insured, and CS shall provide COB - DPW with a certificate of insurance prior to the commencement of operations under this Agreement. CS and its insurer shall notify COB - DPW within ten (10) days of any insurance cancellation;

4. The commitment of personnel, facilities, supplies and payments will be honored according to the timetable agreed upon by the Parties;

5. CS is recognized as having the expertise and experience to hire and supervise the Brighten B-Town work crews safely and effectively. COB - DPW shall have the right to review risk management, agreement terms, and service quality issues;

6. Municipal Code sections 6.12.020 and 14.36.090, respectively, prohibit smoking and vaping inside city facilities and the consumption of alcoholic beverages on City property;

7. Pursuant to Indiana code sections 35-47-11.1-2 and -3, the City is prohibited from enforcing a firearms policy in public parks and City facilities as of July 1, 2011. However, per Indiana Code section 35-47-11.1-4(10), CS may develop and implement, at its own discretion, rules of conduct or admission regarding the carrying and storage of firearms, upon which attendance at and participation in its activities is conditioned, and the City is hereby authorized to enforce said policy for purposes of this Agreement. If CS implements such a policy, it shall provide a copy of the policy to the City, which shall be attached to this Agreement and incorporated herein by reference;

8. The Parties shall evaluate this Agreement and the services provided hereunder during the month of December 2021; and

9. CS shall release, hold harmless, and indemnify the City of Bloomington, its Public Works Department, and its officers, employees, agents, and assigns (Releasees) from any and all claims which may arise as a result of CS's activities under this Agreement. This includes claims for personal injury, property damage, or any other type of claim which might be brought against Releasees or CS, or its employees, agents or patrons, by any third party, even if caused by the negligence of Releasees.

F. Notice:

1. Notice regarding any significant concerns or issues of non-compliance shall be provided to those contacts as follows:

Centerstone	COB - DPW
Greg May	Adam Wason
645 S. Rogers St.	401 N. Morton Street
Bloomington, IN 47403	Bloomington, IN 47404
(812)337-2237	(812) 349-3410

2. Representatives for the day-to-day operational implementation of this Agreement are:

Centerstone	COB - DPW
Greg May	J. D. Boruff, Facilities
645 S. Rogers St.	812 325-2592
Bloomington, IN 47403	
(812) 337-2237	

G. Termination

This Agreement may be terminated only upon the mutual written agreement of the Parties.

Signed and Agreed to this ____ day of _____, 2020.

CENTERSTONE:

Suzanne Koesel, CEO

Date

CITY OF BLOOMINGTON:

Adam Wason, Director, COB - DPW

Date

Kyla Cox Deckard, President,
Board of Public Works

Date

Philippa M. Guthrie, Corporate Counsel

Date



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43380 - Other Services				
199 - Monroe County Government	01-Copies of Contract		10/30/2020	2.00
	Account 43380 - Other Services Totals		Invoice 1	<u>\$2.00</u>
			Transactions	
Account 43430 - Animal Adoption Fees				
Matthew Martindale	01-refund adoption fee-10/10/20		10/30/2020	75.00
	Account 43430 - Animal Adoption Fees Totals		Invoice 1	<u>\$75.00</u>
			Transactions	
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-index cards, white board cleaner		10/30/2020	8.44
	Account 52110 - Office Supplies Totals		Invoice 1	<u>\$8.44</u>
			Transactions	
Account 52210 - Institutional Supplies				
4549 - Kroger Limited Partnership I	12-juice for medication		10/14/2020	3.69
4574 - John Deere Financial (Rural King)	01-all flock food-9/26/20		10/23/2020	13.99
4574 - John Deere Financial (Rural King)	01-Equine bandage-9/18/20		10/23/2020	16.99



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-9/23/20	10/23/2020	299.50
4136 - C. Specialties, INC	01-ID Bands and Food Trays	10/30/2020	303.10
7508 - Elanco US INC	01-Corneal Repair Gel	10/30/2020	56.43
313 - Fastenal Company	01-trash bags, burn cream, eyewash-10/6/20	10/30/2020	78.31
313 - Fastenal Company	01-trash bags, peroxide-10/7/20	10/30/2020	192.86
313 - Fastenal Company	01-towels, bandages, antibiotic ointment-10/7/20	10/30/2020	58.27
4586 - Hill's Pet Nutrition Sales, INC	01-feline/kitten food-10/2/20	10/30/2020	162.48
4633 - Midwest Veterinary Supply, INC	01-credit-rescue concentrate-didn't receive-Inv. #12837834	10/30/2020	(35.60)
4633 - Midwest Veterinary Supply, INC	01-anti-nausea meds, scalpels, syringes, Vitamin B-12-9/23/20	10/30/2020	98.56
4633 - Midwest Veterinary Supply, INC	01-food trays, syringes-9/23/20	10/30/2020	133.80
4633 - Midwest Veterinary Supply, INC	01-syringes, antibiotics, exam gloves, sanitizer-9/29/20	10/30/2020	365.73
4633 - Midwest Veterinary Supply, INC	01-food trays-9/25/20	10/30/2020	169.50
4633 - Midwest Veterinary Supply, INC	01-exam gloves, antifungal, antibioticss-9/25/20	10/30/2020	173.77
4137 - Patterson Veterinary Supply, INC	01-pet corrector-10/9/20	10/30/2020	63.00
4666 - Zoetis, INC	01-Cytopoint	10/30/2020	181.75
4666 - Zoetis, INC	01-vaccines	10/30/2020	364.00
4666 - Zoetis, INC	01-antibiotics, sedatives	10/30/2020	273.58
Account 52210 - Institutional Supplies Totals		Invoice 20	\$2,973.71
		Transactions	
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-hook	10/30/2020	.69
138 - Gooldy & Sons, INC	19- 2 Faucet Sets for ACC	10/30/2020	330.00



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 52310 - Building Materials and Supplies		Totals	Invoice 2	\$330.69
			Transactions	
Account 52420 - Other Supplies				
413 - Bloomington Paint & Wallpaper Co	01-Eggshell Base 1 Gallon		10/30/2020	43.59
		Account 52420 - Other Supplies	Totals	\$43.59
			Invoice 1	
			Transactions	
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-9/15-9/30/20		10/30/2020	4,493.00
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-10/1-10/15/20		10/30/2020	3,595.00
175 - Monroe County Humane Association, INC	01-exams/diagnostics, surgery-9/29-10/6/20		10/30/2020	228.00
		Account 53130 - Medical	Totals	\$8,316.00
			Invoice 3	
			Transactions	
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20- #287289748780X09102020		10/23/2020	218.85
		Account 53210 - Telephone	Totals	\$218.85
			Invoice 1	
			Transactions	
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-10/13/20		10/30/2020	14.43
		Account 53220 - Postage	Totals	\$14.43
			Invoice 1	
			Transactions	
Account 53310 - Printing				
818 - Everywhere Signs, LLC	01-Deer Yard Signs and Stakes		10/30/2020	192.00
		Account 53310 - Printing	Totals	\$192.00
			Invoice 1	
			Transactions	
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill - September 2020		10/14/2020	775.95
		Account 53530 - Water and Sewer	Totals	\$775.95
			Invoice 1	
			Transactions	



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 53540 - Natural Gas

222 - Vectren	19-ACC-gas bill 9/2-10/2/20	10/23/2020	333.58
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	\$333.58

Account 53990 - Other Services and Charges

912 - Central Security Systems, INC	01-Fire Monitoring-commercial lease/monitoring-11/1/20-1/31/21	BC2019-126 10/30/2020	264.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	\$264.00
Program 010000 - Main Totals		Invoice 35 Transactions	\$13,548.24

Program 010001 - Donations Over \$5K

Account 53130 - Medical

6529 - BloomingPaws, LLC	01-HTW treatment-9/30/20	10/30/2020	155.18
6529 - BloomingPaws, LLC	01-HTW treatment-10/14/20	10/30/2020	77.23
175 - Monroe County Humane Association, INC	01-exams/diagnostics, surgery-9/29-10/6/20	10/30/2020	245.50
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics & surgeries-9/29/20	10/30/2020	466.80
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics & surgeries-10/6/20	10/30/2020	597.02
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics & surgeries-10/13/20	10/30/2020	806.13
Account 53130 - Medical Totals		Invoice 6 Transactions	\$2,347.86
Program 010001 - Donations Over \$5K Totals		Invoice 6 Transactions	\$2,347.86
Department 01 - Animal Shelter Totals		Invoice 41 Transactions	\$15,896.10

Department 02 - Public Works

Program 020000 - Main

Account 53210 - Telephone



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

13969 - AT&T Mobility II, LLC

06-cell phone chgs 8/12-9/11/20- #287289748780X09102020	10/23/2020	41.71
Account 53210 - Telephone Totals	Invoice 1	<u>41.71</u>
	Transactions	

Account **53410 - Liability / Casualty Premiums**

1847 - Hylant of Indianapolis, LLC

10-Workers Comp-Excess	10/14/2020	2,577.51
Account 53410 - Liability / Casualty Premiums Totals	Invoice 1	<u>2,577.51</u>
	Transactions	
Program 020000 - Main Totals	Invoice 2	<u>2,619.22</u>
	Transactions	
Department 02 - Public Works Totals	Invoice 2	<u>2,619.22</u>
	Transactions	

Department **03 - City Clerk**

Program **030000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 8/12-9/11/20-Inv. 287297421132X09192020	10/23/2020	81.62
Account 53210 - Telephone Totals	Invoice 1	<u>81.62</u>
	Transactions	
Program 030000 - Main Totals	Invoice 1	<u>81.62</u>
	Transactions	
Department 03 - City Clerk Totals	Invoice 1	<u>81.62</u>
	Transactions	

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53960 - Grants**

1481 - Ivy Tech Community College

04 - Grant Agreement with Ivy Tech/SBDC	10/30/2020	10,000.00
---	------------	-----------

7469 - Danica Malone (Rokh LLC)

04 - 2020 Paper Pavilion Exhibition Grant Award	10/30/2020	500.00
---	------------	--------

Account 53960 - Grants Totals	Invoice 2	<u>10,500.00</u>
	Transactions	

Account **53970 - Mayor's Promotion of Business**



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

7475 - Chasity Mottinger

04 - Photography Services for Paper Pavilions' Exhibit 10/30/2020 350.00

5684 - Sean M Starowitz

04 - Reimbursement for UHAUL Rental for Paper Pavilions Exhibit 10/30/2020 89.37

Account **53970 - Mayor's Promotion of Business** Totals Invoice 2 350.00
Transactions 89.37 \$439.37

Program **040000 - Main** Totals Invoice 4 \$10,939.37

Department **04 - Economic & Sustainable Dev** Totals Invoice 4 \$10,939.37
Transactions

Department **05 - Common Council**

Program **050000 - Main**

Account **53960 - Grants**

1138 - BCT Management, INC

05 - Buskirk-Chumley Theater Program Support: Q4 2020 10/30/2020 13,750.00

Account **53960 - Grants** Totals Invoice 1 13,750.00
Transactions

Program **050000 - Main** Totals Invoice 1 \$13,750.00
Transactions

Department **05 - Common Council** Totals Invoice 1 \$13,750.00
Transactions

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53310 - Printing**

8002 - Safeguard Business Systems, INC

06-AP Envelopes for mailing claim checks (2500) 10/30/2020 230.06

Account **53310 - Printing** Totals Invoice 1 230.06
Transactions

Account **53990 - Other Services and Charges**

9523 - Freedom Business Solutions, LLC

06-Repair of Controller's printer located upfront Detail Descr 10/30/2020 65.00

Account **53990 - Other Services and Charges** Totals Invoice 1 65.00
Transactions

Program **060000 - Main** Totals Invoice 2 \$295.06
Transactions



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Department 06 - Controller's Office Totals		Invoice 2	\$295.06
		Transactions	
Department 09 - CFRD			
Program 090000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	09-legal pads	10/30/2020	22.20
6530 - Office Depot, INC	10-pen set	10/30/2020	6.28
Account 52110 - Office Supplies Totals		Invoice 2	\$28.48
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20-Inv. 287297421132X09192020	10/23/2020	40.81
Account 53210 - Telephone Totals		Invoice 1	\$40.81
		Transactions	
Account 53990 - Other Services and Charges			
205 - City Of Bloomington	09-Switchyard Park Pavilion rental for Black Power Mixtape Showi	10/30/2020	325.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$325.00
		Transactions	
Program 090000 - Main Totals		Invoice 4	\$394.29
		Transactions	
Department 09 - CFRD Totals		Invoice 4	\$394.29
		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 53120 - Special Legal Services			
608 - Krieg Devault, LLP	10-retainer agreement July 2020	10/30/2020	2,500.00
608 - Krieg Devault, LLP	10-retainer agreement August 2020	10/30/2020	2,500.00
608 - Krieg Devault, LLP	10-retainer agreement September 2020	10/30/2020	2,500.00



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 53120 - Special Legal Services Totals	Invoice 3	\$7,500.00
	Transactions	
Program 100000 - Main Totals	Invoice 3	\$7,500.00
	Transactions	
Department 10 - Legal Totals	Invoice 3	\$7,500.00
	Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 8/12-9/11/20-Inv. 287287430216X09192020	10/23/2020	114.37
Account 53210 - Telephone Totals	Invoice 1	\$114.37
	Transactions	
Program 110000 - Main Totals	Invoice 1	\$114.37
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 1	\$114.37
	Transactions	

Department **12 - Human Resources**

Program **120000 - Main**

Account **51310 - Other Personal Services**

205 - City Of Bloomington

06-2020 Market Adjustments - Parks	10/23/2020	28,109.26
------------------------------------	------------	-----------

208 - City Of Bloomington Utilities

06-2020 Market Adjustments - Utilities	10/23/2020	47,680.47
--	------------	-----------

Account 51310 - Other Personal Services Totals	Invoice 2	\$75,789.73
	Transactions	

Account **52110 - Office Supplies**

501 - Karl Clark (KC Designs)

12-department envelopes \$65.00	10/30/2020	65.00
---------------------------------	------------	-------

Account 52110 - Office Supplies Totals	Invoice 1	\$65.00
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 8/12-9/11/20-Inv. 287297421132X09192020	10/23/2020	23.67
---	------------	-------



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$23.67
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job Ad Invoice 93020 \$279.88	10/30/2020	279.88
	Account 53320 - Advertising Totals	Invoice 1 Transactions	\$279.88
	Program 120000 - Main Totals	Invoice 5 Transactions	\$76,158.28
	Department 12 - Human Resources Totals	Invoice 5 Transactions	\$76,158.28
Department 13 - Planning			
Program 130000 - Main			
Account 53160 - Instruction			
6139 - Seyedamir K Farshchi	13 - Reimbursement_APA Virtual Conference- 10/2020	10/30/2020	205.00
	Account 53160 - Instruction Totals	Invoice 1 Transactions	\$205.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20-Inv. 287297421132X09192020	10/23/2020	589.71
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$589.71
Account 53990 - Other Services and Charges			
7053 - BlueBeam, INC	13-CAD Software + 1 Yr. Maint. (for Roy Aten)	10/30/2020	125.67
5409 - VS Engineering, INC	13-Sare Road Trail-services thru 8/31/20	BC 2019-142 10/30/2020	21,733.71
	Account 53990 - Other Services and Charges Totals	Invoice 2 Transactions	\$21,859.38
	Program 130000 - Main Totals	Invoice 4 Transactions	\$22,654.09
Program 132000 - MPO			
Account 53320 - Advertising			



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)

13 - BMCMPO 2045 Public Participation Plan legal	10/30/2020	37.76
Account 53320 - Advertising Totals	Invoice 1	\$37.76
	Transactions	
Program 132000 - MPO Totals	Invoice 1	\$37.76
	Transactions	
Department 13 - Planning Totals	Invoice 5	\$22,691.85
	Transactions	

Department **19 - Facilities Maintenance**

Program **190000 - Main**

Account **52210 - Institutional Supplies**

4574 - John Deere Financial (Rural King)

10-trash bags	10/23/2020	67.96
Account 52210 - Institutional Supplies Totals	Invoice 1	\$67.96
	Transactions	

Account **52310 - Building Materials and Supplies**

394 - Kleindorfer Hardware & Variety

19-Paint Cup Liners at City Hall Facilities	10/30/2020	17.07
---	------------	-------

53005 - Menards, INC

19-Corner brace 1" X 1/2" at City Hall Facilities	10/30/2020	4.41
---	------------	------

53005 - Menards, INC

19-Toilet Fill Valve at City Hall Facilities	10/30/2020	13.90
--	------------	-------

53005 - Menards, INC

19-Jigsaw blade wood, 24 pack 2" IP Brush, 1/2" Switch Bx w/clamp	10/30/2020	75.16
--	------------	-------

Account 52310 - Building Materials and Supplies Totals	Invoice 4	\$110.54
	Transactions	

Account **52420 - Other Supplies**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 8/12-9/11/20- #287289748780X09102020	10/23/2020	38.49
--	------------	-------

Account 52420 - Other Supplies Totals	Invoice 1	\$38.49
	Transactions	

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 8/12-9/11/20- #287289748780X09102020	10/23/2020	166.84
--	------------	--------

Account 53210 - Telephone Totals	Invoice 1	\$166.84
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - September 2020		10/14/2020	765.41
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-September 2020		10/14/2020	15.48
	Account 53530 - Water and Sewer Totals		Invoice 2 Transactions	<u>\$780.89</u>

Account 53610 - Building Repairs

423 - City Glass of Bloomington, INC	19- Clear Tempered Glass for Replacement of Window @ City Hal		10/30/2020	228.79
321 - Harrell Fish, INC (HFI)	19-SARepair of heatpump in ESD Department	BC 2020-75	10/30/2020	1,305.00
7402 - Nature's Way, INC	19-SA monthly Interior Billing for City Hall	BC 2020-122	10/30/2020	353.43
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities for Sept. 2020	BC 2020-59	10/30/2020	17,950.12
	Account 53610 - Building Repairs Totals		Invoice 4 Transactions	<u>\$19,837.34</u>

Account 53630 - Machinery and Equipment Repairs

293 - J&S Locksmith Shop, INC	19-Carburetor & Autocut Key Head		10/30/2020	138.39
293 - J&S Locksmith Shop, INC	19-Drive Tube/Shaft Assembly & Auto cut of key head		10/30/2020	134.21
	Account 53630 - Machinery and Equipment Repairs Totals		Invoice 2 Transactions	<u>\$272.60</u>

Account 54510 - Other Capital Outlays

5481 - Bright Equipment, INC (BobCat of Indy)	19 vehicle for downtown specialist		10/30/2020	17,456.08
	Account 54510 - Other Capital Outlays Totals		Invoice 1 Transactions	<u>\$17,456.08</u>
	Program 190000 - Main Totals		Invoice 16 Transactions	<u>\$38,730.74</u>
	Department 19 - Facilities Maintenance Totals		Invoice 16 Transactions	<u>\$38,730.74</u>

Department 28 - ITS

Program 280000 - Main



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

	Fund 152 - Food & Beverage Tax(S9509) Totals	Invoice 4 Transactions	\$150,000.00
Fund 249 - Grants Non Approp			
Department 04 - Economic & Sustainable Dev			
Program G17018 - Bloomington Wide Brownfields			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	10/30/2020	800.00
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	10/30/2020	4,478.72
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	10/30/2020	3,179.90
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	10/30/2020	4,197.60
4571 - BCA Environmental Consultants, LLC	04 - Contract for Environmental Assessments	10/30/2020	2,492.39
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 5 Transactions	\$15,148.61
	Program G17018 - Bloomington Wide Brownfields Totals	Invoice 5 Transactions	\$15,148.61
	Department 04 - Economic & Sustainable Dev Totals	Invoice 5 Transactions	\$15,148.61
Department 06 - Controller's Office			
Program G19014 - IU Health Range Rd Reconst			
Account 54510 - Other Capital Outlays			
399 - American Structurepoint, INC	13-East Discovery Parkway-design services 8/1-8/31/20	BC 2020-42 10/30/2020	17,272.75
	Account 54510 - Other Capital Outlays Totals	Invoice 1 Transactions	\$17,272.75
	Program G19014 - IU Health Range Rd Reconst Totals	Invoice 1 Transactions	\$17,272.75
	Department 06 - Controller's Office Totals	Invoice 1 Transactions	\$17,272.75
	Fund 249 - Grants Non Approp Totals	Invoice 6 Transactions	\$32,421.36



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

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

Department 05 - Common Council

Program 050000 - Main

Account 53960 - Grants

242 - Amethyst House, INC	15-JH20-kitchen cabinets 215 N Rogers	10/30/2020	583.00
20872 - Catholic Charities Social Services	15-JH2020-therapy work 7/12-8/31/2020	10/30/2020	6,828.00
686 - Habitat For Humanity of Monroe County INC	15-JH2020-Women Build Site Preparation	10/30/2020	10,000.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH2020-Clients-Donagan/Jackson/Leon-Viveros/Porter/Purtlebaug	10/30/2020	1,732.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH20-Clients-Baird/Elpers/Phillips/Utterback/Wood & Barley	10/30/2020	2,000.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH20-Clients-Blatz/Caldwell/Dolton/Gano/Goffinet/Morris/Murra	10/30/2020	3,600.00
5849 - Wheeler Mission Ministries, INC	15-JH20-Case/Food Serv. Mgr - 8/1-8/28/20	10/30/2020	4,779.59
5849 - Wheeler Mission Ministries, INC	15-JH20-Case/Food Serv. Mgr - 8/29-9/25/20	10/30/2020	4,520.40

Account 53960 - Grants Totals	Invoice 8	\$34,042.99
	Transactions	
Program 050000 - Main Totals	Invoice 8	\$34,042.99
	Transactions	
Department 05 - Common Council Totals	Invoice 8	\$34,042.99
	Transactions	
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 8	\$34,042.99
	Transactions	

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 53750 - Rentals - Other

12283 - Smithville Communications	28-401 N Morton-internet/telecom hotel-10/1-10/31/20	10/23/2020	1,614.27
-----------------------------------	--	------------	----------



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 53750 - Rentals - Other Totals	Invoice 1	\$1,614.27
	Transactions	
Program 254000 - Infrastructure Totals	Invoice 1	\$1,614.27
	Transactions	

Program 256000 - Services

Account 53150 - Communications Contract

4170 - Comcast Cable Communications, INC	28-401 N Morton-business services-10/1-10/31/20	10/23/2020	149.85
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs-10/21-11/20/20	10/23/2020	117.98
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services 9/27-10/26/20	10/23/2020	108.35
12283 - Smithville Communications	28-401 N Morton-internet/telecom hotel-10/1-10/31/20	10/23/2020	1,375.00
Account 53150 - Communications Contract Totals			\$1,751.18
Program 256000 - Services Totals			\$1,751.18
Department 25 - Telecommunications Totals			\$3,365.45
Fund 401 - Non-Reverting Telecom (S1146) Totals			\$3,365.45

Fund 450 - Local Road and Street(S0706)

Department 20 - Street

Program 200000 - Main

Account 53520 - Street Lights / Traffic Signals

223 - Duke Energy	02-2200 W. Tapp Rd-elec chgs-9/2-10/2/20	BC2019-03	10/23/2020	4.58
223 - Duke Energy	02-Country Club Dr-ped bridge-energy usage-9/9-10/8/20	BC 2019-70	10/23/2020	25.53
223 - Duke Energy	02-Cottage Grove lights-elec. bill 9/9-10/8/20	BC 2019-06	10/23/2020	30.31
223 - Duke Energy	02-10th & Union signal-electric bill 9/4-10/6/20		10/23/2020	45.39
223 - Duke Energy	02-Traffic Signal Summary electric bill-8/28-9/29/20	BC 2018-03	10/23/2020	3,185.20



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

223 - Duke Energy	02-Street Light Summary Electric bill-10/05/2020	BC 2018-03	10/23/2020	35,268.21
223 - Duke Energy	02-E. 10th St.-electric charges 9/4-10/6/20	BC 2017-17	10/23/2020	121.85

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 7		\$38,681.07
	Transactions		
Program 200000 - Main Totals	Invoice 7		\$38,681.07
	Transactions		
Department 20 - Street Totals	Invoice 7		\$38,681.07
	Transactions		
Fund 450 - Local Road and Street(S0706) Totals	Invoice 7		\$38,681.07
	Transactions		

Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main

Account 52420 - Other Supplies

4150 - Alexander's LLC	20- Jack/Swivel for tac wagon		10/30/2020	115.00
409 - Black Lumber Co. INC	20-connector for pressure washer-10/14/20		10/30/2020	3.99
313 - Fastenal Company	20-white spray paint-10/8/20		10/30/2020	59.88
313 - Fastenal Company	20-safety supplies-earplugs, gloves-10/14/20		10/30/2020	44.92
177 - Indiana Oxygen Company, INC	20- Propane for crews-walk in fill-9/23/20		10/30/2020	140.56

Account 52420 - Other Supplies Totals	Invoice 5		\$364.35
	Transactions		

Account 53130 - Medical

231 - Indiana University Health Bloomington, INC	20-Z. Eads-DS DOT 5 Panel E Screen-9/3/20		10/30/2020	47.00
231 - Indiana University Health Bloomington, INC	20-J. VanDeventer-DS DOT 5 Panel E Screen-9/3/20		10/30/2020	47.00

Account 53130 - Medical Totals	Invoice 2		\$94.00
	Transactions		

Account 53150 - Communications Contract



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20- Two way Radio Services-October 2020		10/30/2020	2,321.25
	Account 53150 - Communications Contract Totals	Invoice 1		<u>\$2,321.25</u>
		Transactions		
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20- #287289748780X09102020		10/23/2020	166.84
	Account 53210 - Telephone Totals	Invoice 1		<u>\$166.84</u>
		Transactions		
Account 53410 - Liability / Casualty Premiums				
1847 - Hylant of Indianapolis, LLC	10-Workers Comp-Excess		10/14/2020	662.64
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 1		<u>\$662.64</u>
		Transactions		
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-September 2020		10/14/2020	35.28
208 - City Of Bloomington Utilities	19-Street Dept-Fire Hydrant meter-water/sewer - September 2020		10/23/2020	41.84
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-September 2020		10/23/2020	236.43
	Account 53530 - Water and Sewer Totals	Invoice 3		<u>\$313.55</u>
		Transactions		
Account 53540 - Natural Gas				
222 - Vectren	19-Street Dept-gas bill 9/4-10/6/20		10/23/2020	21.94
222 - Vectren	19-Traffic Bldg-gas bill 9/4-10/6/20		10/23/2020	24.29
	Account 53540 - Natural Gas Totals	Invoice 2		<u>\$46.23</u>
		Transactions		
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	19 -19-SA Semi-Annual BFP Device Testing @ Street	BC 2020-75	10/30/2020	220.00
392 - Koorsen Fire & Security, INC	19-SA October Fire Extinguisher Inspection @ Street	BC 2019-126	10/30/2020	173.00
392 - Koorsen Fire & Security, INC	19-SA Annual Fire Extinguisher Inspection @ Trucks Only	Street-BC 2019-126	10/30/2020	467.44



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

			Account 53610 - Building Repairs Totals	Invoice 3 Transactions	\$860.44
Account 53920 - Laundry and Other Sanitation Services					
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/7/20	BC 2008-52	10/30/2020		16.25
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/7/20		10/30/2020		34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/14/20	BC 2008-52	10/30/2020		40.60
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/14/20		10/30/2020		34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/21/20	BC2008-52	10/30/2020		14.92
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/21/20		10/30/2020		34.28
			Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 6 Transactions	\$174.61
Account 53950 - Landfill					
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20 Tree limb disposal -7 loads-September 2020	BC 2019-45	10/30/2020		154.00
			Account 53950 - Landfill Totals	Invoice 1 Transactions	\$154.00
Account 53990 - Other Services and Charges					
2560 - Brad Gilliland Excavating, INC	20- Alley approaches on W Howe Street	BC 2019-93	10/30/2020		5,520.00
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-August 2020-652 tickets		10/30/2020		619.40
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets-September 2020-621 tickets		10/30/2020		589.95
3404 - J.R. Watkins & Family, INC (Signs Now)	20- Sidewalk Decal (Dismount Zone)		10/30/2020		1,350.00
6152 - K&S Rolloff, INC	20-rolloff serv-sweeper dumps (inc. landfill fee)-9/24/20		10/30/2020		458.79
			Account 53990 - Other Services and Charges Totals	Invoice 5 Transactions	\$8,538.14
			Program 200000 - Main Totals	Invoice 30 Transactions	\$13,696.05
			Department 20 - Street Totals	Invoice 30 Transactions	\$13,696.05



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 30	\$13,696.05
		Transactions	
Fund 452 - Parking Facilities(S9502)			
Department 26 - Parking			
Program 260000 - Main			
Account 52420 - Other Supplies			
413 - Bloomington Paint & Wallpaper Co	26-Paint for Parking Enforcement Officer @ 627 N. Morton	10/30/2020	172.09
Account 52420 - Other Supplies Totals		Invoice 1	\$172.09
		Transactions	
Account 53150 - Communications Contract			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20-Inv. 287287430216X09192020	10/23/2020	312.40
Account 53150 - Communications Contract Totals		Invoice 1	\$312.40
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20-#287289748780X09102020	10/23/2020	41.71
13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20-Inv. 287297421132X09192020	10/23/2020	81.62
Account 53210 - Telephone Totals		Invoice 2	\$123.33
		Transactions	
Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	10-Workers Comp-Excess	10/14/2020	79.42
Account 53410 - Liability / Casualty Premiums Totals		Invoice 1	\$79.42
		Transactions	
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill-September 2020	10/23/2020	47.56
Account 53530 - Water and Sewer Totals		Invoice 1	\$47.56
		Transactions	
Account 53610 - Building Repairs			



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

392 - Koorsen Fire & Security, INC

19-SA Quarterly Billing f Quarterly Billing for Parking Services	BC 2019-126	10/30/2020	128.80
Account 53610 - Building Repairs Totals	Invoice 1		<u>\$128.80</u>
	Transactions		

Account **53650 - Other Repairs**

293 - J&S Locksmith Shop, INC

26-Re Key all garage locks at Walnut & Morton		10/30/2020	828.19
---	--	------------	--------

7453 - Browning Chapman, LLC

26-Phase 1 of the Walnut Street Garage Repairs	BC 2020-34	10/30/2020	47,487.89
--	------------	------------	-----------

18844 - First Financial Bank, N.A.

26-Escrow for Phase 1 of the Walnut Street Garage Repairs		10/30/2020	2,499.36
Account 53650 - Other Repairs Totals	Invoice 3		<u>\$50,815.44</u>
	Transactions		

Account **53910 - Dues and Subscriptions**

6940 - International Parking & Mobility Institute

14-Organizational membership-M. Wahl		10/30/2020	232.00
Account 53910 - Dues and Subscriptions Totals	Invoice 1		<u>\$232.00</u>
	Transactions		
Program 260000 - Main Totals	Invoice 11		<u>\$51,911.04</u>
	Transactions		
Department 26 - Parking Totals	Invoice 11		<u>\$51,911.04</u>
	Transactions		
Fund 452 - Parking Facilities(S9502) Totals	Invoice 11		<u>\$51,911.04</u>
	Transactions		

Fund **454 - Alternative Transport(S6301)**

Department **02 - Public Works**

Program **020000 - Main**

Account **54310 - Improvements Other Than Building**

399 - American Structurepoint, INC

13-7th St Protected Bike Lane Imp-serv. 8/1-8/31/20	BC 2020-36	10/30/2020	16,721.00
Account 54310 - Improvements Other Than Building Totals	Invoice 1		<u>\$16,721.00</u>
	Transactions		
Program 020000 - Main Totals	Invoice 1		<u>\$16,721.00</u>
	Transactions		
Department 02 - Public Works Totals	Invoice 1		<u>\$16,721.00</u>
	Transactions		



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

5149 - E&B Paving, INC	13-W. Allen St. Traffic Calming, BC-2019-130-CN- Pay Est #2	BC 2019-130	10/30/2020	33,238.00	
Account 54310 - Improvements Other Than Building Totals				Invoice 1	<u>\$33,238.00</u>
				Transactions	
Program 050000 - Main Totals				Invoice 1	<u>\$33,238.00</u>
				Transactions	
Department 05 - Common Council Totals				Invoice 1	<u>\$33,238.00</u>
				Transactions	

Department **13 - Planning**

Program **130000 - Main**

Account **54310 - Improvements Other Than Building**

5149 - E&B Paving, INC	13-W. Allen St. Traffic Calming, BC-2019-130-CN- Pay Est #2	BC 2019-130	10/30/2020	28,975.22	
5149 - E&B Paving, INC	13-W. Allen St. Traffic Calming, BC-2019-130-CN- Esc Est #3	BC 2019-130	10/30/2020	15,223.98	
18844 - First Financial Bank, N.A.	13-W. Allen St. Traffic Calming, BC-2019-130-CN- Escrow #2	BC 2019-130	10/30/2020	3,274.38	
18844 - First Financial Bank, N.A.	13-W. Allen St. Traffic Calming, BC-2019-130-CN- Escrow #3	BC 2019-130	10/30/2020	801.26	
Account 54310 - Improvements Other Than Building Totals				Invoice 4	<u>\$48,274.84</u>
				Transactions	
Program 130000 - Main Totals				Invoice 4	<u>\$48,274.84</u>
				Transactions	
Department 13 - Planning Totals				Invoice 4	<u>\$48,274.84</u>
				Transactions	
Fund 454 - Alternative Transport(S6301) Totals				Invoice 6	<u>\$98,233.84</u>
				Transactions	

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 52330 - Street , Alley, and Sewer Material

334 - Irving Materials, INC	20-3818 E. Morningside-Class A Stone Ash-2.25 cy- BC 2020-16	10/30/2020	228.38
	10/5/20		
334 - Irving Materials, INC	20-4219 E. Sheffield Dr-Class A Stone Ash-7cy- BC 2020-16	10/30/2020	710.50
	10/6/20		
334 - Irving Materials, INC	14-1638 Sycamore Ct-Class A Stone Ash-2 cy- BC 2020-16	10/30/2020	203.00
	9/29/20		
365 - Rogers Group, INC	20-#11 stone-58.38 tons-9/23/20	10/30/2020	525.42

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 4	<u>\$1,667.30</u>
	Transactions	

Account 52340 - Other Repairs and Maintenance

294 - All-Phase Electric Supply, INC	20- 18W LED Corn Lamp for Kirkwood	10/30/2020	149.08
6768 - Crafc0, INC (Paving Maintenance Supply)	20 Pavement marking equipment parts	10/30/2020	2,700.00
51575 - Ennis-Flint, INC	20- Thermo pavement marking material	10/30/2020	1,721.39
51575 - Ennis-Flint, INC	20-Pavement marking symbols	10/30/2020	1,181.64
19681 - Southeastern Equipment Co, INC	20- Parts for Milling Machine - Pillow Blocks	10/30/2020	561.99
19681 - Southeastern Equipment Co, INC	20-CR return part (minus restock chg)-Inv. #D25514	10/30/2020	(380.34)
19681 - Southeastern Equipment Co, INC	20- Parts for Milling - Pillow Blocks	10/30/2020	1,007.19
19681 - Southeastern Equipment Co, INC	20-CR return part (minus restock chg)-Inv. #D25648	10/30/2020	(760.67)
19681 - Southeastern Equipment Co, INC	20- Parts for Milling - Spring, hexagon, wear pro, cutter	10/30/2020	3,958.92

Account 52340 - Other Repairs and Maintenance Totals	Invoice 9	<u>\$10,139.20</u>
	Transactions	

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-masonry nails, lumber-10/6/20	10/30/2020	41.64
409 - Black Lumber Co. INC	20-80# Quikrete conc. gravel mix (6)-10/7/20	10/30/2020	37.74
409 - Black Lumber Co. INC	20-80# Quikrete conc. gravel mix (4)-10/7/20	10/30/2020	25.16



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

409 - Black Lumber Co. INC	20-4pk 8W A19 LED DL bulb-10/8/20	10/30/2020	7.99
908 - JB Salvage (Westside Auto Parts)	20- Guide bar for paver - 1x20' sq stock	10/30/2020	14.25
394 - Kleindorfer Hardware & Variety	20-duct tape, post level, socket adapters	10/30/2020	23.56
394 - Kleindorfer Hardware & Variety	20-ply bar, rags in a box, shovels, GOJO	10/30/2020	73.45
394 - Kleindorfer Hardware & Variety	20-pressure washer fittings	10/30/2020	15.45
336 - Southside Rental Center, INC	20- Propane for paving/sidewalk crews-10/6/20	10/30/2020	22.61
336 - Southside Rental Center, INC	20 -Propane for crews	10/30/2020	64.26
Account 52420 - Other Supplies Totals		Invoice 10 Transactions	\$326.11
Account 53630 - Machinery and Equipment Repairs			
2974 - MacAllister Machinery Co, INC	20- Repair parts for paver	10/30/2020	259.88
Account 53630 - Machinery and Equipment Repairs Totals		Invoice 1 Transactions	\$259.88
Account 53730 - Machinery and Equipment Rental			
351 - Young Trucking, INC	20-truck/trailer haul milling machine-Huntington-9/8/20	10/30/2020	100.00
351 - Young Trucking, INC	20-truck/trailer haul milling machine-Morningside-9/22/20	10/30/2020	125.00
Account 53730 - Machinery and Equipment Rental Totals		Invoice 2 Transactions	\$225.00
Account 53990 - Other Services and Charges			
4487 - PMB East, INC (PakMail)	20- Shipping Charges for ATSI Tester	10/30/2020	70.44
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	\$70.44
Program 200000 - Main Totals		Invoice 27 Transactions	\$12,687.93
Department 20 - Street Totals		Invoice 27 Transactions	\$12,687.93
Fund 456 - MVH Restricted Totals		Invoice 27 Transactions	\$12,687.93



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

Account **52330 - Street , Alley, and Sewer Material**

11243 - Core & Main, LP	20- ADA radius plates for sidewalks		10/30/2020	2,437.60
19278 - Milestone Contractors, LP	20-surface-Hillside-807.68 tons-9/29-9/30/20-inc. milling CR	BC 2020-13	10/30/2020	29,501.39
19278 - Milestone Contractors, LP	20-surface-Hillside-51.42 tons-10/1/20	BC 2020-13	10/30/2020	2,442.45
19278 - Milestone Contractors, LP	20-surface-High St-851.55 tons-10/5-10/8/20	BC 2020-13	10/30/2020	40,448.74
19278 - Milestone Contractors, LP	20-surface-Longview-261.51 tons-10/14/20	BC 2020-13	10/30/2020	12,421.78
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 5 Transactions	\$87,251.96
Program 020000 - Main Totals			Invoice 5 Transactions	\$87,251.96
Department 02 - Public Works Totals			Invoice 5 Transactions	\$87,251.96

Department **13 - Planning**

Program **130000 - Main**

Account **54310 - Improvements Other Than Building**

18844 - First Financial Bank, N.A.	13-Adams St SW & Intersection-8/2-9/14/20-Esc. #6		10/30/2020	4,639.11
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering	13-Adams St. SW & Intersection Proj-7/27-8/23/20	BC 2020-22	10/30/2020	6,398.34
2671 - Hannum, Wagle & Cline Engineering (HWC Engineering	13-Adams St SW & Intersection Project-8/24-9/27/20	BC 2020-22	10/30/2020	2,372.92
19278 - Milestone Contractors, LP	13-Adams St SW & Intersection-8/2-9/14/20-App #6	BC 2020-129	10/30/2020	88,143.02
5999 - The Etica Group, INC	13-School Zone Improvement Proj-7/26-8/29/20	BC 2019-86	10/30/2020	4,752.66
Account 54310 - Improvements Other Than Building Totals			Invoice 5 Transactions	\$106,306.05



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

	Program 130000 - Main Totals	Invoice 5 Transactions	\$106,306.05
	Department 13 - Planning Totals	Invoice 5 Transactions	\$106,306.05
	Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 10 Transactions	\$193,558.01

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 43370 - Other Sales

204 - State Of Indiana	18-September 2020 Sales Tax	10/15/2020	50.11
------------------------	-----------------------------	------------	-------

	Account 43370 - Other Sales Totals	Invoice 1 Transactions	\$50.11
--	---	---------------------------	---------

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20- #287289748780X09102020	10/23/2020	41.71
-------------------------------	--	------------	-------

13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20-Inv. 287297421132X09192020	10/23/2020	419.36
-------------------------------	---	------------	--------

	Account 53210 - Telephone Totals	Invoice 2 Transactions	\$461.07
--	---	---------------------------	----------

Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC	10-Workers Comp-Excess	10/14/2020	350.48
------------------------------------	------------------------	------------	--------

	Account 53410 - Liability / Casualty Premiums Totals	Invoice 1 Transactions	\$350.48
--	---	---------------------------	----------

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-Sanitation-water/sewer bill-September 2020	10/23/2020	152.69
-------------------------------------	---	------------	--------

	Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$152.69
--	---	---------------------------	----------

Account 53540 - Natural Gas

222 - Vectren	19-Sanitation-gas bill 9/2-10/2/20	10/23/2020	70.33
---------------	------------------------------------	------------	-------



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$70.33
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	19-SA Repair of Furnace Filter on A/C @ Sanitation BC 2020-75	10/30/2020	294.06
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$294.06
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/7/20	BC 2008-52 10/30/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/7/20	10/30/2020	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-10/14/20	BC 2008-52 10/30/2020	11.14
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-10/14/20	10/30/2020	23.26
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	\$68.80
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-recycling fees - 9/16-9/30/20	10/30/2020	4,743.00
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 9/16-9/30/20	10/30/2020	16,122.83
	Account 53950 - Landfill Totals	Invoice 2 Transactions	\$20,865.83
	Program 160000 - Main Totals	Invoice 13 Transactions	\$22,313.37
	Department 16 - Sanitation Totals	Invoice 13 Transactions	\$22,313.37
	Fund 730 - Solid Waste (S6401) Totals	Invoice 13 Transactions	\$22,313.37
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52110 - Office Supplies			



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

6530 - Office Depot, INC	10-storage boxes	10/30/2020	59.43
	Account 52110 - Office Supplies Totals	Invoice 1 Transactions	<hr/> \$59.43
Account 52430 - Uniforms and Tools			
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-D. Abrams (10.5D)-9/26/20	10/30/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G. Avendano (10.5D)-9/29/20	10/30/2020	100.00
54558 - The Uniform House, INC	10-ACC-safety shoes-7 employees-6/2/20	10/30/2020	417.50
54558 - The Uniform House, INC	10-ACC-safety shoes-6 employees-6/10/20	10/30/2020	318.63
54558 - The Uniform House, INC	10-ACC-safety shoes-2 employees-6/17/20	10/30/2020	95.50
54558 - The Uniform House, INC	10-safety shoes-return-6/24/20	10/30/2020	(55.25)
54558 - The Uniform House, INC	10-safety shoes-return-7/7/20	10/30/2020	(59.50)
54558 - The Uniform House, INC	10-safety shoes-return-7/13/20	10/30/2020	(36.00)
	Account 52430 - Uniforms and Tools Totals	Invoice 8 Transactions	<hr/> \$880.88
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20-Inv. 287287430216X09192020	10/23/2020	41.71
	Account 53210 - Telephone Totals	Invoice 1 Transactions	<hr/> \$41.71
Account 53410 - Liability / Casualty Premiums			
1847 - Hylant of Indianapolis, LLC	10-Workers Comp-Excess	10/14/2020	10.16
	Account 53410 - Liability / Casualty Premiums Totals	Invoice 1 Transactions	<hr/> \$10.16
	Program 100000 - Main Totals	Invoice 11 Transactions	<hr/> \$992.18
	Department 10 - Legal Totals	Invoice 11 Transactions	<hr/> \$992.18
	Fund 800 - Risk Management(S0203) Totals	Invoice 11 Transactions	<hr/> \$992.18



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Fund 801 - Health Insurance Trust

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

3977 - Cigna Health & Life Insurance Company	12-October 2020 Inv 2722252 \$9805.44	10/30/2020	2,082.30
3977 - Cigna Health & Life Insurance Company	12-September 2020 Inv 2707652 \$9612.30	10/30/2020	2,074.20
18539 - Life Insurance Company Of North America	12-September 2020 LINA \$35,399.35	10/30/2020	4,248.30
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,GYM,Massage)	10/30/2020	1,055.54

Account 53990 - Other Services and Charges Totals	Invoice 4	<u>\$9,460.34</u>
	Transactions	

Account 53990.1201 - Other Services and Charges Health Insurance

17785 - The Howard E. Nyhart Company, INC	12-October Wellness Reimbursements \$1660.00	10/22/2020	1,660.00
---	--	------------	----------

Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 1	<u>\$1,660.00</u>
	Transactions	

Account 53990.1278 - Other Services and Charges Disability LTD

18539 - Life Insurance Company Of North America	12-September 2020 LINA \$35,399.35	10/30/2020	5,604.32
---	------------------------------------	------------	----------

Account 53990.1278 - Other Services and Charges Disability LTD Totals	Invoice 1	<u>\$5,604.32</u>
	Transactions	

Program 120000 - Main Totals	Invoice 6	<u>\$16,724.66</u>
	Transactions	

Department 12 - Human Resources Totals	Invoice 6	<u>\$16,724.66</u>
	Transactions	

Fund 801 - Health Insurance Trust Totals	Invoice 6	<u>\$16,724.66</u>
	Transactions	

Fund 802 - Fleet Maintenance(\$9500)

Department 17 - Fleet Maintenance

Program 170000 - Main



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	17-tires-11R225 PXDY1 RTRD (4)		10/30/2020	856.58
50605 - Bauer Built, INC	17-disposal fee of 92 tires-10/5/20		10/30/2020	463.00
50605 - Bauer Built, INC	17-tires-Yokohama TY303 LRG (8)		10/30/2020	2,922.00
4693 - Monroe County Tire & Supply, INC	17-tires-25X10.50-12 Carlisle All Trail (4), disp fee		10/30/2020	491.00
4693 - Monroe County Tire & Supply, INC	17-tires-ST235/80R16 (2)		10/30/2020	180.50
4693 - Monroe County Tire & Supply, INC	17-tires-LT265/70R17 (4)		10/30/2020	583.64
4693 - Monroe County Tire & Supply, INC	17-tires-P255/65R16 (4)		10/30/2020	621.00

Account 52230 - Garage and Motor Supplies Totals	Invoice 7 Transactions	\$6,117.72
---	---------------------------	-------------------

Account 52240 - Fuel and Oil

4046 - Heritage-Crystal Clean, INC	17-anti-freeze-HD Naps Free ELC 50/50 Premix		10/30/2020	635.19
349 - White River Cooperative, INC	17-fuel-Diesel-PDX4 On Road-7,282 gallons-10/5/20	BC 2019-107A	10/30/2020	13,229.94
349 - White River Cooperative, INC	17-fuel-Unleaded-6.992 gallons-10/5/20	BC 2019-107A	10/30/2020	13,865.14

Account 52240 - Fuel and Oil Totals	Invoice 3 Transactions	\$27,730.27
--	---------------------------	--------------------

Account 52320 - Motor Vehicle Repair

4135 - Andy Mohr Truck Center	17 - #474 oil seal		10/30/2020	45.49
7330 - Autozone Stores LLC	17-WD40		10/30/2020	63.00
7330 - Autozone Stores LLC	17-parts-stepper motor		10/30/2020	94.99
7330 - Autozone Stores LLC	17-parts-brake calipers		10/30/2020	149.98
941 - Central Indiana Truck Equipment Corporation	17-truck parts-manifold stem/coil-inc. freight chgs		10/30/2020	1,036.87
941 - Central Indiana Truck Equipment Corporation	17-parts-lift pin, bearings, seal bushing		10/30/2020	606.82



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

941 - Central Indiana Truck Equipment Corporation	17-parts-belt, air actuator, thrust washer, bearing, pin	10/30/2020	1,737.48
941 - Central Indiana Truck Equipment Corporation	17-truck parts-springs, bolt	10/30/2020	182.97
4335 - Circle Distributing, INC	17-parts-housing ASM Eng cool-Chevy	10/30/2020	63.46
4335 - Circle Distributing, INC	17-parts-stock-BL3Z7A098A568	10/30/2020	19.05
594 - Curry Auto Center, INC	17-parts-SL-N-key	10/30/2020	10.86
594 - Curry Auto Center, INC	17-parts-tumblers, cylinders	10/30/2020	77.43
51827 - Fire Service, INC	17- #335 oil pan, gasket and bolts	10/30/2020	1,017.47
455 - Industrial Service & Supply, INC	17-shop fittings	10/30/2020	23.47
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-48/H6-(1)-9/30/20	10/30/2020	119.55
796 - Interstate Battery System of Bloomington, INC	17-battery-MTP-48/H6	10/30/2020	119.55
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, 31P-MHD, MT-26R, MT-75	10/30/2020	972.92
11672 - Jack Doheny Companies, INC	17-#464 drive chain/striker	10/30/2020	61.07
11672 - Jack Doheny Companies, INC	17-#464 AY dirt shoes RH (2)	10/30/2020	1,163.12
11672 - Jack Doheny Companies, INC	17-credit-float ball cage weld return-Inv. #C43270	10/30/2020	(550.20)
11672 - Jack Doheny Companies, INC	17-#601-float ball cage weld, float balls, hair pin	10/30/2020	1,985.98
11672 - Jack Doheny Companies, INC	17-601- hyd parts	10/30/2020	1,100.00
4439 - JX Enterprises, INC	17-peterbilt parts-ribbed belt	10/30/2020	53.93
4439 - JX Enterprises, INC	17-Peterbilt parts-sensor-def concentration	10/30/2020	198.99
4439 - JX Enterprises, INC	17-Peterbilt parts-tank-def small	10/30/2020	350.47
4439 - JX Enterprises, INC	17-peterbilt parts-sendor-dif-concentration	10/30/2020	198.99
394 - Kleindorfer Hardware & Variety	17-bolts	10/30/2020	4.45



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

394 - Kleindorfer Hardware & Variety	17-couplers, plugs	10/30/2020	50.94
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#957 air inlet and pipe	10/30/2020	396.57
2974 - MacAllister Machinery Co, INC	17-CAT parts-starter for Ford	10/30/2020	234.40
680 - NCH Corporation- Partsmaster	17-cutoff wheel, offset lines, terminal weatherpacks	10/30/2020	439.54
786 - Richard's Small Engine, INC	147 - #609 alternator	10/30/2020	216.25
4547 - Riddle Tractor Sales (Lawrence County Equip.)	17 - oil and filters	10/30/2020	934.58
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-misc parts/stock-September 2020	10/30/2020	4,281.51
54351 - Sternberg, INC	17-parts-support TASHED16, muffler/exhaust clamps	10/30/2020	1,464.78
54351 - Sternberg, INC	17-core return-9/11/20	10/30/2020	(40.00)
54351 - Sternberg, INC	17-core return-8/6/20	10/30/2020	(40.00)
54351 - Sternberg, INC	17-disc, clutC302B	10/30/2020	41.57
54351 - Sternberg, INC	17-remanufactshed16, core deposit	10/30/2020	134.82
54351 - Sternberg, INC	17-remanufactshed16, seal, drums	10/30/2020	539.36
54351 - Sternberg, INC	17-returns core returshed16-8/21/20	10/30/2020	(2,000.00)
54351 - Sternberg, INC	17-support Tajay	10/30/2020	1,184.44
54351 - Sternberg, INC	17-sensor, cores, clamps, cooler kit, valve assy, gasket	10/30/2020	10,961.85
54351 - Sternberg, INC	17-parts-sensor	10/30/2020	149.09
6216 - Terminal Supply, INC	17-drill bits	10/30/2020	59.25
6216 - Terminal Supply, INC	17-weather pack series con	10/30/2020	150.00
6216 - Terminal Supply, INC	17-switch kit, starter kit, wire end brush kit, secondary lock	10/30/2020	686.57
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-oil pan gasket, transmission filter	10/30/2020	56.68



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-seal: slim line	10/30/2020	32.28
582 - Town & Country Chrysler Dodge Jeep, INC	17-multi point inspection	10/30/2020	109.76
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-cooler:condenser	10/30/2020	380.00
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-CR-core return-steering gear	10/30/2020	(1,000.00)
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#4211 brakes, gear, air compressor, hyd hose/fittings	10/30/2020	7,913.91
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-stock lighting	10/30/2020	269.78
2096 - West Side Tractor Sales CO.	17-JD parts-starter motors	10/30/2020	476.76
2096 - West Side Tractor Sales CO.	17-JD parts-spacer, bolt, washer inc. freight	10/30/2020	308.64
2096 - West Side Tractor Sales CO.	17-JD parts-temperature sensor	10/30/2020	371.92
2096 - West Side Tractor Sales CO.	17-JD parts-cylinder inc. freight	10/30/2020	2,812.48
5639 - Yale Industrial Trucks-Tynan, INC	17-#797-flow control valve, check hydra valve	10/30/2020	189.05
5639 - Yale Industrial Trucks-Tynan, INC	17-return flow control valve, valve-Inv 01P2247090 (minus freigh	10/30/2020	(267.66)
5639 - Yale Industrial Trucks-Tynan, INC	17-#797-flow control valve, valve-inc. freight	10/30/2020	290.72
Account 52320 - Motor Vehicle Repair Totals		Invoice 61 Transactions	\$42,698.00
Account 53130 - Medical			
231 - Indiana University Health Bloomington, INC	17-K. Arthur-DS DOT 5 Panel E screen-9/3/20	10/30/2020	47.00
231 - Indiana University Health Bloomington, INC	17-K. Arthur-vaccine Hep B-9/1/20	10/30/2020	121.00
Account 53130 - Medical Totals		Invoice 2 Transactions	\$168.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 8/12-9/11/20- #287289748780X09102020	10/23/2020	41.71
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$41.71



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 53410 - Liability / Casualty Premiums

1847 - Hylant of Indianapolis, LLC	10-Workers Comp-Excess	10/14/2020	61.00
Account 53410 - Liability / Casualty Premiums Totals		Invoice 1 Transactions	\$61.00

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-September 2020	10/23/2020	131.14
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	\$131.14

Account 53540 - Natural Gas

222 - Vectren	19-Fleet Maint-gas bill 9/4-10/6/20	10/23/2020	47.09
Account 53540 - Natural Gas Totals		Invoice 1 Transactions	\$47.09

Account 53610 - Building Repairs

392 - Koorsen Fire & Security, INC	17-Quarterly Billing for Fleet Nov 1 2020 - Jan 31, 2021	BC 2019-126 10/30/2020	91.27
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	\$91.27

Account 53620 - Motor Repairs

4474 - Ken's Westside Service & Towing, LLC	17-tow Unit #487-9/29/20	10/30/2020	50.00
4474 - Ken's Westside Service & Towing, LLC	17-tow-Unit #1207-6/5/20	10/30/2020	75.00
4474 - Ken's Westside Service & Towing, LLC	17-tow-Ford F-150-1/31/20	10/30/2020	200.00
4474 - Ken's Westside Service & Towing, LLC	17-tow-2002 Chevy Truck-10/7/20	10/30/2020	75.00
5639 - Yale Industrial Trucks-Tynan, INC	17-#797 repair control valve	10/30/2020	398.26
Account 53620 - Motor Repairs Totals		Invoice 5 Transactions	\$798.26

Account 53640 - Hardware and Software Maintenance

3472 - Lucity, INC	17-Implementation-Lucity Module-Support/Maint-6/14-20/20	BC 2020-33 10/30/2020	115.00
--------------------	--	-----------------------	--------



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 53640 - Hardware and Software Maintenance Totals			Invoice 1 Transactions	\$115.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-9/30/20		10/30/2020	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-9/30/20	BC 2008-52	10/30/2020	16.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-10/7/20		10/30/2020	70.34
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 3 Transactions	\$157.62
Program 170000 - Main Totals			Invoice 87 Transactions	\$78,157.08
Department 17 - Fleet Maintenance Totals			Invoice 87 Transactions	\$78,157.08
Fund 802 - Fleet Maintenance(S9500) Totals			Invoice 87 Transactions	\$78,157.08
Fund 804 - Insurance Voluntary Trust				
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990.1241 - Other Services and Charges Vision				
3977 - Cigna Health & Life Insurance Company	12-October 2020 Inv 2722252 \$9805.44		10/30/2020	7,723.14
3977 - Cigna Health & Life Insurance Company	12-September 2020 Inv 2707652 \$9612.30		10/30/2020	7,538.10
Account 53990.1241 - Other Services and Charges Vision Totals			Invoice 2 Transactions	\$15,261.24
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City URM		10/14/2020	60.00
17785 - The Howard E. Nyhart Company, INC	12-City URM		10/15/2020	165.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		10/16/2020	203.20
17785 - The Howard E. Nyhart Company, INC	12-City URM		10/19/2020	159.94



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/19/2020	45.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/19/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/20/2020	49.80
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/22/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/22/2020	144.22
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/23/2020	166.15
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals		Invoice 10 Transactions	\$1,093.31
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City			
17785 - The Howard E. Nyhart Company, INC	12-Util URM	10/13/2020	141.75
17785 - The Howard E. Nyhart Company, INC	12-FSA Unreimbursed Medical DDC - City	10/20/2020	428.00
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals		Invoice 2 Transactions	\$569.75
Account 53990.1273 - Other Services and Charges Term Life			
18539 - Life Insurance Company Of North America	12-September 2020 LINA \$35,399.35	10/30/2020	15,767.15
Account 53990.1273 - Other Services and Charges Term Life Totals		Invoice 1 Transactions	\$15,767.15
Account 53990.1277 - Other Services and Charges Disability STD			
18539 - Life Insurance Company Of North America	12-September 2020 LINA \$35,399.35	10/30/2020	9,779.58
Account 53990.1277 - Other Services and Charges Disability STD Totals		Invoice 1 Transactions	\$9,779.58
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util			
17785 - The Howard E. Nyhart Company, INC	12-Util URM	10/13/2020	18.70
17785 - The Howard E. Nyhart Company, INC	12-Util URM	10/13/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/16/2020	375.90



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/19/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/19/2020	273.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/20/2020	150.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/22/2020	282.18
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/22/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/23/2020	138.76
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 9 Transactions	\$1,348.54
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util			
17785 - The Howard E. Nyhart Company, INC	12-Util URM	10/13/2020	946.00
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals		Invoice 1 Transactions	\$946.00
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	10/22/2020	20,600.39
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1 Transactions	\$20,600.39
Program 120000 - Main Totals		Invoice 27 Transactions	\$65,365.96
Department 12 - Human Resources Totals		Invoice 27 Transactions	\$65,365.96
Fund 804 - Insurance Voluntary Trust Totals		Invoice 27 Transactions	\$65,365.96
Fund 805 - Unemployment Comp Non-Reverting			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990 - Other Services and Charges			
204 - State Of Indiana	12 August 2020 Unemployment \$3276.12	10/30/2020	3,276.12



Board of Public Works Claim Register

Invoice Date Range 10/13/20 - 10/30/20

Account 53990 - Other Services and Charges Totals	Invoice 1			\$3,276.12
	Transactions			
Program 120000 - Main Totals	Invoice 1			\$3,276.12
	Transactions			
Department 12 - Human Resources Totals	Invoice 1			\$3,276.12
	Transactions			
Fund 805 - Unemployment Comp Non-Reverting Totals	Invoice 1			\$3,276.12
	Transactions			
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016C - 2016 C Jackson Trail				
Account 54310 - Improvements Other Than Building				
16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH2_(RW)-7/1-8/31/20	BC 2019-11	10/30/2020	8,197.50
Account 54310 - Improvements Other Than Building Totals	Invoice 1			\$8,197.50
	Transactions			
Program 06016C - 2016 C Jackson Trail Totals	Invoice 1			\$8,197.50
	Transactions			
Program 06016D - 2016 D Multi Use Paths				
Account 54310 - Improvements Other Than Building				
16 - Butler, Fairman & Seufert, INC	13-Rogers/Winslow/Henderson multi-use path-8/1-8/31/20	BC 2019-87	10/30/2020	14,119.38
Account 54310 - Improvements Other Than Building Totals	Invoice 1			\$14,119.38
	Transactions			
Program 06016D - 2016 D Multi Use Paths Totals	Invoice 1			\$14,119.38
	Transactions			
Department 06 - Controller's Office Totals	Invoice 2			\$22,316.88
	Transactions			
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 2			\$22,316.88
	Transactions			
Grand Totals	Invoice 349			\$1,027,615.72
	Transactions			

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
10/30/2020	Claims				1,027,615.72
					<u>1,027,615.72</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 **\$ 1,027,615.72**

Dated this 27th 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_____