

**Board of Public Works Meeting
November 24, 2020**



Topic: Board Of Public Works

Time: Nov 24, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

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**AGENDA
BOARD OF PUBLIC WORKS
NOVEMBER 24, 2020**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, November 24, 2020 at 5:30 p.m.

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes – November 10, 2020
2. Approval of Payroll

IV. NEW BUSINESS

1. Approve Award Construction Contract to E&B Paving, Inc., for the 3rd and Indiana Signal Replacement Project
2. Approve Construction Inspection Contract with Crossroad Engineers, PC., for the 7th Street Protected Bike Lane Project
3. Approve Award Construction Contract to Milestone Contractors, LP., for the 14th Street Sidewalk Project
4. Approve Addendum #1 to Agreement for Consulting Services with American Structurepoint, Inc., for the Discovery Parkway Project
5. Resolution 2020-58: Approve Right-of-Way Encroachment Agreement for 202 E. 6th Street
6. Approve Agreement with Martin Riley Inc., for Architectural and Engineering Services for Fire Station #1 Renovations
7. Approve Agreement with Harrell- Fish, Inc. for Replacement of Incinerator at Animal Care and Control
8. Approve Service Agreement with ReCollect Systems, Inc., for Digital Sanitation Software

V. STAFF REPORTS & OTHER BUSINESS

VI. APPROVAL OF CLAIMS

VII. ADJOURNMENT

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

The Board of Public Works meeting was held on Tuesday, November 10th, 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
Beth H. Hollingsworth
Dana Palazzo

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Mike Arnold – Housing and Neighborhood Dev.
Chastina Chipman–Housing and Neighborhood Dev
Neil Kopper – Planning and Transportation
Roy Aten – Planning and Transportation
Sara Gomez – Planning and Transportation
Russell White – Planning and Transportation
Daniel Dixon – City Legal
Jacqueline Moore – City Legal
Alex Crowley – Economic and Sustainable Dev.

None

**MESSAGES FROM
BOARD MEMBERS**

Chastina Chipman, Housing and Neighborhood Development presented Permission to Abate Property at 1811 W. Arlington Road. Adam Wason, Public Works asked if proper notice had been given to property owner(s). Chipman confirmed and said that she had given a warning and three citations, and had not received a response from owner(s). See meeting packet for details.

**TITLE VI
ENFORCEMENT
Permission to Abate
Property at 1811 W.
Arlington Road**

Board Comments: None

Hollingsworth made a motion to approve Permission to Abate Property at 1811 W. Arlington Road. Palazzo seconded. Motion is passed

Board Comments: Item #2 from Consent Agenda, Resolution 2020-53: Approve Uphold Order to Repair Unsafe Structure at 1209 W. 11th Street, should be moved to Item #1 under New Business. Palazzo made a motion to Approve removing Resolution 2020-53: Approve Uphold Order to Repair Unsafe Structure at 1209 W. 11th Street from Consent Agenda to New Business. Hollingsworth Seconded. Motion is passed

1. **Approval of Minutes – October 27, 2020**
2. **Approve Request for Sidewalk and Lane Closure on North Indiana Avenue and East 8th from Indiana University**
3. **Resolution 2020-55: Approve Renewal of Mobile Vendor in Public Right-of-Way (Pili’s Party Truck #1)**
4. **Resolution 2020-56: Approve Renewal of Mobile Vendor in Public Right-of-Way (Pili’s Party Truck #2)**
5. **Approve Renewal of Shared-Use Motorized Scooter Operator License Application with Bird Rides, Inc.**
6. **Approve Renewal of Shared-Use Motorized Scooter Operator License Application with Neutron Holdings, Inc., dba Lime**
7. **Approve Service Agreement #2 between City of Bloomington Street Division and Precision Concrete for Repairing Sidewalks.**
8. **Approve 2021 Service Agreements for City Hall Facilities**
9. **Approval of Payroll**

CONSENT AGENDA

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

Daniel Dixon, City Legal, presented Resolution 2020-53: Uphold Order to Repair Unsafe Structure at 1209 W. 11th Street. See meeting packet for details

NEW BUSINESS
Resolution 2020-53:
Approve Uphold Order to
Repair Unsafe Structure at
1209 W. 11th Street

Public Comments: Mr. Manns, Attorney representing Catherine Mobley asked that more time be given so that Catherine can get money to move from the property.

Catherine Mobley explained that she has no income and understands that the property should be removed, but doesn't have the money to do so at this time. Daniel Dixon, City Legal, confirmed with Mrs. Mobley that she is agreeing to the Order to Remove, just on a slightly longer timeline. Mrs. Mobley agreed.

Board Comments: Cox Deckard questioned if after the 60 days expires, what action would be taken. Dixon explained that the City would repair at the owner's expense. Dixon also explained the City would have to reassess on whether to repair or remove upon expiration of the Notice for Order to Repair. Palazzo questioned if Mrs. Mobley would be able to stay in the home if the City repaired it. Mike Arnold, Housing and Neighborhood Dev. explained that she would be able to stay, but a lien would be filed on the property if she was unable to pay. Hollingsworth questioned if the other liens on the property would affect the City's actions. Arnold explained that he wasn't aware of any and before any action was taken, the City would compare the costs of Repair versus Removal.

Hollingsworth made a motion to Approve Resolution 2020-53: Uphold Order to Repair Unsafe Structure at 1209 W. 11th Street. Palazzo seconded. Motion is passed.

Russell White, Planning and Transportation, presented Change Order #8 for the Adams Street Sidewalk and Intersection Improvements Project. See meeting packet for details.

**Approve Change Order #8
for the Adams Street
Sidewalk and Intersection
Improvements Project**

Board Comments: None

Hollingsworth made a motion to Approve Change Order #8 for the Adams Street Sidewalk and Intersection Improvements Project. Palazzo seconded. Motion is passed.

Russell White, Planning and Transportation, presented Change Order #1 for the Downtown Alleys Project. See meeting packet for details.

**Approve Change Order #1
for the Downtown Alleys
Project**

Board Comments: Hollingsworth asked who the contractor is for

this project. White said that E&B Paving, Inc. is the contractor

Hollingsworth made a motion to Approve Change Order #1 for the Downtown Alleys Project. Palazzo seconded. Motion is passed.

Russell White, Planning and Transportation, presented Award Construction Contract for the Curve Warning Signs Project. Stated bid from Ragel, Inc. in the amount of \$31,551.00 was the only bid received on this project. See meeting packet for details.

**Approve Award
Construction Contract for
the Curve Warning Signs
Project**

Board Comments: Hollingsworth questioned if replacement or relocation signs were included in the project. White explained that the project would include 40-50 signs in about 9 separate locations within the City.

Palazzo made a motion to Approve Award Construction Contract for the Curve Warning Signs Project. Hollingsworth seconded. Motion is passed.

Russell White, Planning and Transportation, presented Award Construction Contract for the Maxwell Street Sidewalk Project from E. Miller Drive to E. Short Street. He stated that four bids were received for the project; lowest responsive bidder was Monroe, LLC. in the amount of \$136,826.00 See meeting packet for details.

**Approve Award
Construction Contract for
the Maxwell Street
Sidewalk Project from E.
Miller Drive to E. Short
Street**

Board Comments: None

Hollingsworth made motion to Approve Award Construction Contract for the Maxwell Street Sidewalk Project from E. Miller Drive to E. Short Street to Monroe, LLC. Palazzo seconded. Motion is passed.

Roy Aten, Planning and Transportation, presented Approve Construction Agreement for the East Allen Street Traffic Calming Project. Two bids were received for this project. E&B Paving, Inc., was the lowest responsive and responsible bid. See meeting packet for details.

**Approve Construction
Agreement for the East
Allen Street Traffic
Calming Project**

Board Comments: None

Hollingsworth made a motion to Approve Construction

Agreement for the East Allen Street Traffic Calming Project.
Palazzo seconded. Motion is passed.

Sara Gomez, Planning and Transportation, presented Approve Request for Road Closure on E. 11th Street from Weddle Brothers (November 30, 2020- January 29, 2021). See meeting packet for details.

Board Comments: Hollingsworth questioned if overnight closure was for the duration of the project. Adam Wason, Public Works, confirmed. Mike Hemmerling, Weddle Brothers, also confirmed. Wason also explained that all of the nearby properties are IU owned.

Hollingsworth made a motion to Approve Request for Road Closure on E. 11th Street from Weddle Brothers (November 30, 2020- January 29, 2021). Palazzo seconded. Motion is passed.

Adam Wason, Public Works, on behalf of J.D. Boruff presented Approve Contract with Bruce Home Improvements, Inc. for Replacement of Overhead Doors at Fleet Maintenance Garage. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to Approve Contract with Bruce Home Improvements, Inc. for Replacement of Overhead Doors at Fleet Maintenance Garage. Palazzo seconded. Motion is passed.

Adam Wason, Public Works, reminded that the leafing program had been started; one pass for each neighborhood through the end of the year. He directed the public to the City's website for a leaf collection map. Mowing and mulching are the preferred methods and most appreciated.

Hollingsworth made a motion to approve claims in the amount of \$4,462,929.92. Palazzo seconded. Motion is passed

Approve Request for Road Closure on E. 11th Street from Weddle Brothers (November 30, 2020- January 29, 2021)

Approve Contract with Bruce Home Improvements, Inc. for Replacement of Overhead Doors at Fleet Maintenance Garage

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

Cox Deckard called for adjournment at 6:20 p.m.

ADJOURNMENT

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/20/2020	Payroll				450,392.86
					<u>450,392.86</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 \$ 450,392.86

Dated this 24th day of November year of 2020.

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

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Award Construction Agreement for 3rd & Indiana Signal Replacement Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Date: November 24th, 2020

Report: This project will replace and upgrade the traffic signal at the intersection of 3rd Street and Indiana Avenue. New sidewalk and other improvements will also be included in the project. Bids were opened at a virtual meeting on November 19th, 2020, the City received three bids;

- E&B Paving, LLC- \$ 333,555.00
- Milestone Contractors- \$ 368,157.60
- Ragle, Inc.- \$ 372,804.00

E&B Paving was the lowest responsive and responsible bidder. Construction is anticipated to begin in May, 2021. Throughout construction some temporary through-traffic restrictions will occur with lane shifts. This project is TIF funded.

Recommendation and Supporting Justification: Staff has reviewed the bids and agreement and we recommend approval of the construction agreement.

Recommend Approval Denial by: *Matt Smethurst*

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E&B PAVING, LLC

FOR

3rd & INDIANA SIGNAL REPLACEMENT

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and E&B Paving, LLC, (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the replacement and upgrade of the traffic signal at the intersection of 3rd Street and Indiana Avenue (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

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

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

ARTICLE 3. COMPENSATION

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

3.02. Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment E, "Unit Prices". CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03. Successors and Assigns

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

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

5.04. Extent of Agreement: Integration

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

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

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

5.05. Insurance

5.05.01

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

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

	Fire Damage (any one fire)	\$50,000
D.	Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
	Bodily injury and property damage	
E.	Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
	The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08. Non-Discrimination

5.08.01 CONTRACTOR and subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, training, conditions or privileges of employment, because of race, sex, color, religion, national origin, ancestry, disability,

sexual orientation, gender identity, veteran status or housing status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

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

5.09. Workmanship and Quality of Materials

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

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

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

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

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

5.11. Amendments/Changes

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

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

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

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

5.12. Performance Bond and Payment Bond

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

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

5.12.03 If the surety on any bond furnished by CONTRACTOR becomes a party to supervision, liquidation, or rehabilitation action pursuant Indiana Code 27-9 et seq., or its right to do business in the State of Indiana

is terminated, CONTRACTOR shall, within thirty (30) calendar days thereafter, substitute another bond and surety, both of which must be acceptable to CITY.

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	E&B Paving, LLC
Attn: Matt Smethurst, Project Manager	Attn: Todd Hoops, Area Manager
P.O. Box 100 Suite 130	2520 W. Industrial Park Drive
Bloomington, Indiana 47402	Bloomington, IN 47404

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

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

5.17. Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18. Verification of Employees' Immigration Status

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

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

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

5.19. Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

3RD & INDIANA SIGNAL REPLACEMENT

This project shall include, but is not limited to, the replacement and upgrade of the traffic signal at the intersection of 3rd Street and Indiana Avenue. This project shall include the placement of signal hardware, curbing, sidewalk, pavement markings, and landscaping per the plans and specifications, and placement of stormwater infrastructure according to the most recent set of City of Bloomington Utilities Specifications at the time of bidding. All other work shall be completed as shown on the plans and specifications included with this packet, and by the most recent INDOT Specifications.

ATTACHMENT 'E'

"Unit Prices"



Project Title : 3rd & Indiana Signal Replacement

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	lump sum	\$4,000.00	\$4,000.00
002	107-09358	INSPECTION HOLE, DEEPER THAN 3 FT	2	EACH	\$480.00	\$960.00
003	107-09367	INSPECTION HOLE, 3 FT DEEP OR LESS	2	EACH	\$380.00	\$760.00
004	110-01001	MOBILIZATION AND DEMOBILIZATION	1	lump sum	\$16,500.00	\$16,500.00
005	201-52370	CLEARING RIGHT OF WAY	1	lump sum	\$21,127.90	\$21,127.90
006	202-02240	PAVEMENT REMOVAL	58	SYS	\$20.00	\$1,160.00
007	205-12108	STORM WATER MANAGEMENT BUDGET	1	lump sum	\$920.00	\$920.00
008	205-12616	STORMWATER MGMT IMPLEMENTATION	1	lump sum	\$750.00	\$750.00
009	207-08264	SUBGRADE TREATMENT, TYPE II	95	SYS	\$55.00	\$5,225.00
010	211-09264	STRUCTURE BACKFILL, TYPE 1	4	CYS	\$120.00	\$480.00
011	306-08034	MILLING, ASPHALT, 1 1/2 IN.	602	SYS	\$16.00	\$9,632.00
012	401-07328	QC/QA-HMA, 3, 70, SURFACE, 9.5 mm	50	TON	\$225.00	\$11,250.00
013	406-05520	ASPHALT FOR TACK COAT	1	TON	\$600.00	\$600.00
014	506-06333	PCCP PATCHING, FULL DEPTH	95	SYS	\$111.00	\$10,545.00
015	604-03643	BRICK PAVERS	41	SYS	\$280.00	\$11,480.00
016	604-06070	SIDEWALK, CONCRETE	74	SYS	\$199.00	\$14,726.00
017	604-08086	CURB RAMP, CONCRETE	68	SYS	\$298.00	\$20,264.00
018	604-12083	DETECTABLE WARNING SURFACES	11	SYS	\$385.00	\$4,235.00
019	605-52807	CURB AND GUTTER, COMBINED	279	LFT	-	-
020	621-98038	MULCH HARDWOOD SHREDDED BARK	6	CYS	\$70.00	\$420.00
021	715-05149	PIPE, TYPE 2, CIRCULAR, 12 IN.	9	LFT	\$125.00	\$1,125.00
022	715-09064	VIDEO INSPECTION FOR PIPE	9	LFT	\$5.00	\$45.00
023	720-45045	INLET, J10	1	EACH	\$3,200.00	\$3,200.00
024	720-45410	MANHOLE, C4	1	EACH	\$5,000.00	\$5,000.00
025	801-03290	CONSTRUCTION SIGN, C	4	EACH	\$225.00	\$900.00
026	801-06207	TEMP PVMNT MARKING, REMOVABLE, 4 IN.	1662	LFT	\$1.95	\$3,240.90
027	801-06211	TEMP PVMNT MARK, REMVBLE, ARROW	1	EACH	\$125.00	\$125.00
028	801-06640	CONSTRUCTION SIGN, A	15	EACH	\$195.00	\$2,925.00
029	801-06645	CONSTRUCTION SIGN, B	69	EACH	\$98.00	\$6,762.00

Project Title : 3rd & Indiana Signal Replacement

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
030	801-06775	MAINTAINING TRAFFIC	1	lump sum	\$20,000.00	\$20,000.00
031	801-07119	BARRICADE, III-B	36	LF	\$10.00	\$360.00
032	802-04089	SIGN, SHEET, REMOVE	7	EACH	\$28.00	\$196.00
033	802-07059	SIGN, SHEET, AND SUPPORTS, REMOVE	1	EACH	\$48.00	\$48.00
034	802-07060	SIGN, SHEET, RELOCATE	1	EACH	\$60.00	\$60.00
035	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	30	SFT	\$14.00	\$420.00
036	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	45	SFT	\$33.00	\$1,485.00
037	802-09842	SIGN, SHEET, WITH LEGEND, 0.125 IN.	13	SFT	\$32.00	\$416.00
038	805-01300	TRAFFIC SIGNAL EQUIPMENT, REMOVE	1	EACH	\$6,800.00	\$6,800.00
039	805-01479	CONTROLLER CABINET FND., MODIFIED	1	EACH	\$1,750.00	\$1,750.00
040	805-01579	MISCELLANEOUS EQUIP. TRAFFIC SIGNALS	1	lump sum	\$2,500.00	\$2,500.00
041	805-01842	HANDHOLE SIGNAL TYPE 1	4	EACH	\$1,000.00	\$4,000.00
042	805-01844	CONDUIT, STEEL, GALVANIZED, 2 IN.	257	LFT	\$30.00	\$7,710.00
043	805-02087	TRANSPORT SALVAGEABLE SIGNAL EQUIP.	1	lump sum	\$240.00	\$240.00
044	805-02150	PED. SIGNAL HEAD, COUNTDOWN, 18 IN.	8	EACH	\$600.00	\$4,800.00
045	805-02445	CONTROLLER AND CABINET, P1	1	EACH	\$23,700.00	\$23,700.00
046	805-02645	SIGNAL POLE FOUND. 24" X 24" X 36"	5	EACH	\$600.00	\$3,000.00
047	805-08487	BACKPLATE, SIGNAL	5	EACH	\$125.00	\$625.00
048	805-09451	SIGNAL POLE, PEDESTAL, 15 FT	4	EACH	\$1,180.00	\$4,720.00
049	805-11385	SGNL CNTLVR STRUCT DRILL SHFT FND E SPEC	1	EACH	\$3,300.00	\$3,300.00
050	805-11393	SGNL CNTLVR STRUCT, DUAL ARM 35' SPEC	1	EACH	\$29,350.00	\$29,350.00
051	805-11817	PEDESTRIAN PUSH BUTTON, APS	8	EACH	\$950.00	\$7,600.00
052	805-12016	UNINTERRUPTIBLE POWER SUPPLY	1	EACH	\$7,350.00	\$7,350.00
053	805-78205	TRAFFIC SIGNAL HEAD, 3 SECTION, 12 IN.	5	EACH	\$620.00	\$3,100.00
054	805-78467	SIGNAL CABLE, SERVICE, COPPER, 3C/8 GA	110	LFT	\$2.50	\$275.00
055	805-78480	SIGNAL CABLE, CONTROL, COPPER, 3C/14 GA	260	LFT	\$1.60	\$416.00
056	805-78485	SIGNAL CABLE, CONTROL, COPPER, 5C/14 GA	910	LFT	\$1.72	\$1,565.20
057	805-78490	SIGNAL CABLE, CONTROL, COPPER, 7C/14 GA	580	LFT	\$1.90	\$1,102.00
058	805-99162	SIGNAL POLE, PEDESTAL, 11 FT	1	EACH	\$920.00	\$920.00
059	807-02782	LUMINAIRE MAST ARM 12 FT	1	EACH	\$2,000.00	\$2,000.00
060	807-86615	LMNR, RDWY, HIGH PRESS SDM, 250 WATT	1	EACH	\$800.00	\$800.00
061	807-86805	SERVICE POINT, I	1	EACH	\$1,500.00	\$1,500.00
062	807-86889	CBL POLE CIRCUIT THWN #10 CPPR STND 1/C	150	LFT	\$0.80	\$120.00
063	807-86910	CONNECTOR KIT, UNFUSED	1	EACH	\$38.00	\$38.00
064	807-86915	CONNECTOR KIT, FUSED	1	EACH	\$38.00	\$38.00
065	807-86930	INSULATION LINK, NON-WATERPROOFED	2	EACH	\$22.00	\$44.00
066	807-97237	WIRE #4 COPPER, IN PLASTIC DUCT, 4 1/C	150	LFT	\$4.00	\$600.00
067	808-03439	TRNSVRS MRK THERM CRSSWLK LN WHT 24"	297	LFT	\$16.00	\$4,752.00

Project Title : 3rd & Indiana Signal Replacement

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
068	808-06701	LINE, THERM, BROKEN, WHITE, 4 IN.	9	LFT	\$15.00	\$135.00
069	808-06703	LINE, THERMOPLASTIC, SOLID, WHITE, 4 IN.	45	LFT	\$15.00	\$675.00
070	808-06711	LINE, PAINT, BROKEN, WHITE, 4 IN.	75	LFT	\$15.00	\$1,125.00
071	808-06713	LINE, PAINT, SOLID, WHITE, 4 IN.	332	LFT	\$5.00	\$1,660.00
072	808-06716	LINE, REMOVE	1250	LFT	\$0.98	\$1,225.00
073	808-11482	LINE, THERM, DOTTED, WHITE, 4 IN.	36	LFT	\$15.00	\$540.00
074	808-12046	LINE, PAINT, DOTTED, WHITE, 4 IN.	40	LFT	\$15.00	\$600.00
075	808-12448	CURB PAINTING	36	LFT	\$10.00	\$360.00
076	808-75297	THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	60	LFT	\$16.00	\$960.00
077	605-06120	CURB, CONCRETE	293	LFT	\$69.00	\$20,217.00

TOTAL PROJECT BID:	\$333,555.00
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ESCROW AGREEMENT

3rd & Indiana Signal Replacement Project

THIS ESCROW AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Bloomington, Indiana, Board of Public Works (the "Owner"), and E&B Paving, LLC, (the "Contractor"), and First Financial Bank, an Ohio state chartered bank (the "Escrow Agent"). The Owner and Contractor shall be collectively referred to as the "Parties" herein.

WHEREAS, the Owner and Contractor entered into an Agreement dated the ____ day of _____, 20____, in the amount of \$100,000.00 or more, for the construction of a public works project (the "Construction Agreement"); and

WHEREAS, said Construction Agreement provides that portions of payments by Owner to Contractor shall be retained by Owner (the "Retainage") and shall be placed in the escrow account created hereby.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

To the extent that the Owner retains funds out of payments applied for by the Contractor under the provisions of the Construction Agreement providing for payments based on the value of the work in place and the materials stored, the Owner shall place the funds so retained in an escrow account. Such deposit shall be made within three (3) business days after the date such payments are made to Contractor.

The Escrow Agent shall open a "Money Market" account that invests primarily in short-term, interest bearing bank deposit accounts, and/or investment grade securities and deposit said Retainage promptly into the account; however, the Escrow Agent makes no representation as to the yield of such investment and will not bear liability for any delays in depositing the Retainage or for any failure to achieve the maximum possible yield from such Deposit.

The income from and earnings on and all gains derived from the investment and reinvestment of the funds (escrow income) shall be held in the escrow account. The Escrow Agent shall deposit all funds and hold all investments in a specific escrow fund so that a quarterly accounting can and shall be made to the Contractor of all investments made in such funds and all income, fees, payments, deposits, and other activities related to the escrow funds.

The Deposit, less any and all transaction or account fees or charges and out-of-pocket expenses of Escrow Agent attributable to, or incurred in connection with, the deposit thereof in accordance with the terms of this Agreement which items may be deducted by the Escrow Agent from the Deposit as set forth below (such net sum being the "Net Deposit"), will be delivered by Escrow Agent in accordance with the terms of this Escrow Agreement to the person or persons entitled thereto or, herein, to a substitute impartial party or a court of competent jurisdiction. Escrow Agent agrees to provide the Parties with copies of each monthly statement for the Escrow Account for the period for which the Deposit is held by Escrow Agent. As a condition to the

delivery of any funds constituting part of the Deposit, Escrow Agent may require from the recipient a receipt therefor and, upon final payment or disposition, may require its release from any liability arising out of the execution or performance hereof, such release to be in a form reasonably satisfactory to Escrow Agent.

The Escrow Agent shall pay over the net sum held by it hereunder as follows:

The Escrow Agent shall hold all of the escrow funds and shall release the principal, Net Deposit, plus any accrued interest thereon, less any expenses, including but not limited to attorneys' fees, thereof only upon the execution and delivery to it of a Payment Certificate attached here as Exhibit A, executed by the Owner and by the Contractor specifying the portion or portions of the principal of the escrow funds to be released and the person or persons to whom such portions are to be released. After receipt of said Payment Certificate the Escrow Agent shall remit the designated part of escrowed principal and the same proportion of the escrowed income to the person(s) specified in the Payment Certificate. Such release of escrow funds shall be no more than thirty (30) days from the date of receipt by the Escrow Agent of the release executed by the Owner and Contractor.

Although statutorily entitled to a fee, the Escrow Agent agrees to waive the monthly statement fee and the monthly minimum balance.

All income earned on the escrowed principal shall be paid to the Contractor.

In lieu of the presentation of the Payment Certificate described above, any document purporting to be a certificate will be deemed by the Escrow Agent to be a proper certificate, or will suffice as a joint instruction, if it contains: (i) the name of the payee; (ii) the amount of the payment to be made; (iii) the manner of payment (i.e., by certified or cashier's check, by account-to-account transfer, or by wire transfer, whichever is applicable); and (iv) the signatures of each of the Parties hereto, excluding the Escrow Agent.

Escrow Agent will be entitled to rely upon the authenticity of any signature (and upon any facsimile of a signature as if it were an original signature) and the genuineness and/or validity of any writing received by Escrow Agent from either of the Parties pursuant to or otherwise relating to this Escrow Agreement.

Each signatory to this Escrow Agreement warrants that it has full and complete authority to enter into this Escrow Agreement.

The Escrow Agent may at any time request written instructions from the Parties with respect to the interpretation hereof or of action to be taken or suffered or not taken hereunder and, notwithstanding any other provision hereof, will be entitled to withhold (and will not be under any liability to any person for withholding) action hereunder until it has received written instructions signed by all of the Parties.

In the event of the receipt by the Escrow Agent of any notice, demand, or certificate not provided for or in compliance with this Escrow Agreement or of any inconsistent or conflicting notices or

certificates, the Escrow Agent will be protected in taking no action whatsoever with reference to any such notice or demand, unless such inaction constitutes gross negligence or willful misconduct on the part of the Escrow Agent. In case of: (i) receipt of contradictory instructions from the Parties; (ii) any dispute as to any matter arising under this Agreement; or (iii) any uncertainty as to the meaning or applicability of any of the provisions hereof, Escrow Agent may, at its option at any time thereafter, deposit the Deposit and/or documents or assets then being held by it in escrow into a court having appropriate jurisdiction, or take such affirmative steps as it may elect in order to substitute an impartial bank of comparable financial and industrial standing to hold the Deposit and/or documents and will thereby be discharged and relieved of any and all liability hereunder.

The Escrow Agent may resign at any time by giving a minimum of thirty (30) days' prior written notice of resignation to the Parties, such resignation to be effective on the date specified in such notice. The Deposit, and any other assets held by the Escrow Agent under the terms of this Escrow Agreement as of the effective date of the resignation, will be delivered to a successor escrow agent designated in writing jointly by the Parties. If no successor escrow agent has been appointed as of the effective date of the resignation, all obligations of the Escrow Agent hereunder will nevertheless cease and terminate, except that the Escrow Agent's sole responsibility thereafter will be to keep safely the Deposit then held by it and to deliver the same to a person designated by both Parties or in accordance with the direction of a final order or judgment of a court of competent jurisdiction.

The Escrow Agent has no responsibility concerning compliance by the Parties with their duties to each other under this Escrow Agreement or any other agreements. Escrow Agent will have only such duties and obligations as are specifically imposed upon it by the terms and conditions of this Escrow Agreement and no implied duties or obligations will be read into this Escrow Agreement against Escrow Agent.

The Parties, jointly and severally, agree to indemnify and hold harmless Escrow Agent from and against any and all costs including its attorney's fees, claims or damages howsoever occasioned that may be incurred by Escrow Agent acting under this Escrow Agreement or to which Escrow Agent may be put in connection with Escrow Agent acting under this Escrow Agreement arising from the Parties' willful misconduct or negligence.

In the absence of such a joint written authorization and in the absence of the termination of the Contractor as provided above, the escrowed funds shall be paid in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.

The account shall be a commercial money market account set up by the Escrow Agent to hold the retainage, and there shall be no fees and no minimum balance required. The account shall earn interest rate based on balances. The Parties agree to reimburse Escrow Agent for all reasonable expenses, disbursements and advances incurred or made by Escrow Agent in the performance of its duties hereunder (including reasonable fees, expenses and disbursements of its counsel).

The Escrow Agent will not be required to use its own funds in the performance of any of its obligations or duties or the exercise of any of its rights or powers, and will not be required to take any action which in Escrow Agent's reasonable judgment would cause it to incur expense or liability unless furnished with security and indemnity which it reasonably deems to be satisfactory.

This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned Construction Agreement.

This instrument constitutes the entire agreement between the Parties regarding the duties of the Escrow Agent with respect to the investment and payment of escrow funds. The Escrow Agent is not liable to the Owner and Contractor for any loss or damages, other than loss or damage directly caused by Escrow Agent's own gross negligence or willful misconduct.

This Escrow Agreement may be amended, modified, superseded, cancelled, renewed or extended, and the terms or covenants hereof may be waived only by a written instrument executed by all the Parties hereto.

This Escrow Agreement contains the entire agreement between the Parties with respect to the escrow transaction contemplated herein and may not be changed or terminated orally.

This Escrow Agreement shall be governed by the laws of the State of Indiana.

This Escrow Agreement will be binding upon and inure solely to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns, and will not be enforceable by or inure to the benefit of any third party, except any successor escrow agent. No party may assign any of its rights or obligations under this Escrow Agreement without the written consent of the other parties, except that either of the Parties may assign its rights and obligations hereunder in connection with a permitted assignment of its rights and obligations under the Agreement in which case any signatures required hereunder will be those of such assignee.

This Escrow Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed will be deemed to be an original and all of which taken together will constitute one and the same agreement. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

All notices, waivers, consents, approvals and other communications hereunder shall be in writing and shall be deemed to have been properly given on the date of service if delivered personally or on the date of mailing if deposited in the United States mail, first class postage prepaid, to the extent required by applicable law, and will comply with the requirements of the Uniform Commercial Code then in effect, addressed appropriately as follows:

If to Owner:

City of Bloomington Board of Public Works
401 N. Morton Street, Suite 130
Bloomington IN 47404
Attn: Neil Kopper, Interim Transportation & Traffic Engineer

If to Escrow Agent:

First Financial Bank
536 N. College Ave.
Bloomington, IN 47404
Attn: Cindy Kinnarney

If to Contractor:

Name: _____
Address: _____
City/State: _____
Attn: _____

In Witness Whereof, the undersigned have executed this Escrow Agreement as of the day and year first above written.

OWNER:

City of Bloomington, Board of Public Works

By: _____
Kyla Cox Deckard, President

CONTRACTOR:

By: _____

Printed Name: _____

Title: _____

Tax I.D. No.: _____

ESCROW AGENT:

First Financial Bank

By: _____

Printed Name: _____

Title: _____

AUTHORIZATION TO RELEASE ESCROW FUNDS

_____ (Date)

First Financial Bank
536 N. College Avenue
Bloomington, IN 47404

Attn: Cindy Kinnarney

Ladies and Gentlemen:

Pursuant to that certain Escrow Agreement dated as of _____, 20 ____, by and among you as Escrow Agent and the undersigned (the "Escrow Agreement"), the undersigned 0 forever discharge the Escrow Agent, and it employees, officers, directors, agents, accountants, attorneys and parent companies, and all directors, agents, accounts and attorneys of such parent companies and all employees, officers, and heirs, executors, administrators, successors and assigns of all of the foregoing, jointly and severally (collectively, the "Bank Parties"), of and from all and any manner of action, actions, cause and causes of action, suits, debts, dues, sums of money, accounts, bonds, bills, covenants, contracts, agreements, promises, obligations, defenses, offsets, counterclaims, damages, judgments, claims, demands and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, in law or in equity, that any one or more of the undersigned had, have, may have or may in the future have against any one or more of the Bank Parties arising out of, for or by reason of or resulting from or in any way related, directly or indirectly, to the Escrow Agreement. In addition, the undersigned, jointly and severally, agree not to commence, aid, cause, permit, join in, prosecute or participate in any suit or other proceeding in a position which is adverse to any of the Bank Parties, which suit or proceeding arises from or relates to, in whole or in part, directly or indirectly, any of the foregoing matters.

Sincerely,

THE ESCROW PARTIES:

The City of Bloomington

Contractor

By: _____
Neil Kopper, Interim Transportation and Traffic Engineer

By: _____

Printed Name: _____

Reviewed and Approved By:

Title: _____

Scott Robinson, Director
Planning and Transportation Department

Escrow Agent
First Financial Bank

Dated: _____

By: _____

Printed Name and Title



Board of Public Works Staff Report

Project/Event: Approval of Construction Inspection Contract with CrossRoad Engineers, PC. for the 7th Street Protected Bike Lane Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Roy Aten

Date: 11/24/2020

Report: This project will install physically protected bicycle lanes on 7th Street, improve pedestrian facilities, and improve transit accessibility from the B-Line Trail to Woodlawn Avenue as part of the City's bicentennial bond package. During the construction phase of the project the City will need assistance with construction inspections. CrossRoad Engineers, PC, was selected from our on-call engineering services list to perform this service due to their extensive experience with construction inspection services. The total contract amount for these services is set at a not-to-exceed amount of \$233,600.00.

Recommendation and Supporting Justification: Staff recommends that the Board approve the construction inspection services contract with CrossRoads, Engineers, PC, for the 7th Street Protected Bike Lane Project.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Approved	12/11/2018
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	Current Item	11/24/2020
Construction Contract	Future	2021

PROJECT NAME: 7th Street Protected Bike Lane Improvements Project

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of _____, 2020, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Crossroad Engineers, PC. (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to install physically protected bicycle lanes on 7th Street, improve pedestrian facilities, and improve transit accessibility from the B-Line Trail to Woodlawn Avenue; and

WHEREAS, the project areas are better described as follows:

West and East 7th Street from the B-Line Trail to North Woodlawn Avenue; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including construction inspection, which shall be hereinafter referred to as "the Services"; and

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

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

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

Article 1. Scope of Services: Consultant shall provide construction inspection services for the installation of protected bike lanes in the areas noted above. These inspection services shall include the observation of work performed, material and pay items tracking, preparation of contractor pay estimates and change orders, ensuring general conformance with the plans and specifications, hosting bi-weekly progress meetings, and other miscellaneous construction inspection duties. The tasks associated with this work, and assumptions that are applicable to those tasks, are set forth in Exhibit A, Scope of Work and Fee Estimate. Exhibit A is attached hereto and incorporated herein by reference as though fully set forth.

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

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

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

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. For the construction inspection of the 7th Street Protected

Bike Lanes, the total compensation paid, including fees and expenses, shall not exceed the amount of **Two Hundred Thirty-Three Thousand Six Hundred Dollars (\$233,600.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, licenses for Appia Software and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 17. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken

provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

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

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

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

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

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

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

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

Board:

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

Consultant:

CrossRoad Engineers, PC
Attn: Trent Newport
3417 Sherman Drive
Beech Grove, IN 46107

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

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

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

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

Consultant and any of its subconsultants may not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with a person that the Consultant or any of its subconsultants learns is an unauthorized alien. If the Board obtains information that the Consultant or any of its subconsultants employs or retains an employee who is an unauthorized alien, the Board shall notify the Consultant or its subconsultants of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the

Consultant or any of its subconsultants verify the work eligibility status of the employee in question through the E-Verify program, there is a rebuttable presumption that the Consultant or its subconsultant did not knowingly employ an unauthorized alien. If the Consultant or its subconsultant fails to remedy the violation within the thirty (30) day period, the Board shall terminate the Agreement, unless the Board determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Board may allow the Agreement to remain in effect until the Board procures a new Consultant. If the Board terminated the Agreement, the Consultant or its subconsultant is liable to the Board for actual damages.

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

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

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

Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.
This Agreement may be modified only by a written amendment signed by both parties hereto.

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

Owner

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard, President

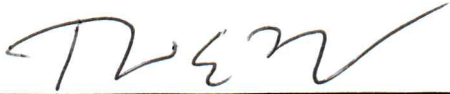
By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

Consultant

Crossroad Engineers, PC



Trent Newport
President

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

SERVICES BY CONSULTANT

Project Background and General Description of Services:

The detailed Construction Observation Scope of Services to be furnished by **CONSULTANT** is as follows:

1. Construction Observation

CONSULTANT will provide full time construction observation to monitor the contractor's workmanship and general compliance with the project plans and specifications. Inspection services will be provided through the completion of the construction phase of the project or until our fee is completely used, whichever comes first.

The duties and responsibilities of the Resident Project Representative (RPR) are as follows:

1. *General:* RPR is **CONSULTANT**'s representative at the Site. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with **CONSULTANT** and Contractor. **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.
2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Construction Schedule:* Review the construction schedule prepared by the Contractor for compliance with the contract and give to the **BOARD** detailed documentation concerning its acceptability.
4. *Review of Work and Rejection of Defective Work:*
Conduct on-Site observations and test of Contractor's materials and work in progress to assist **CONSULTANT** and **BOARD** in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - a. Furnish all equipment necessary to sample and test materials in accordance with the construction contract documents.
 - b. Obtain field samples of materials delivered to the site as required by the construction contract documents.

- c. Conduct 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.
- d. Verify required testing has been accomplished.

5. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, **CONSULTANT**'s clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.
- b. On dates of site visits, prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to **CONSULTANT**. Prepare a weekly report summarizing the project activities, to be submitted to the **BOARD**.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Through the use of Appia Software, the **CONSULTANT** shall submit all required daily reports, change orders, and unit quantities in a timely manner.

6. *Reports:*

- a. Furnish to **CONSULTANT** and **BOARD** copies of all inspection, test, and system start-up reports.
- b. Immediately notify **BOARD** of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes.

7. *Payment Requests:*

Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to **CONSULTANT**.

8. *Completion:*

- a. Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final visit to the Project in the company of **CONSULTANT**, **BOARD**, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to **CONSULTANT** concerning acceptance and issuance of the Notice of Acceptability of the Work.
- d. At the completion of the construction phase, the **CONSULTANT** shall submit to the **BOARD** one complete set of as-built drawings in a format acceptable to the **BOARD**.

**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using an Hourly, Not-To-Exceed basis. Each work area has an agreed maximum cost presented below. In the event that additional services are needed, additional compensation will be determined using the same rates that appear in Exhibit B. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

7th Street Protected Bike Lane Project

Construction Inspection..... \$233,600.00
Total Hourly Not to Exceed \$ 233,600.00

TOTAL ESTIMATED COST OF 7th STREET PROTECTED BIKE LANE IMPROVEMENTS \$ 233,600.00

For the purpose of estimating additional work, if found necessary, the cost of such additional work shall be determined on the following schedule:

ACTIVITY	DIR	RES PROJ REP	PROJ INSP	ASST PROJ INSP	CADD TECH
Construction Duration (2021) 17 wks	68	765	765	340	0
Complete Final Record* 2 wks	2	40	40	0	4
TOTAL HOURS	70	805	805	340	4

* Includes 'As-Built' information

DIRECT LABOR COSTS --

<u>Personnel Class</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Direct Labor Costs</u>
Director (2021)	\$160.00	70	\$11,200.00
Resident Proj. Rep. (2021)	\$115.00	805	\$92,575.00
Project Inspector (2021)	\$105.00	805	\$84,525.00
Asst. Proj. Inspec (2021)	\$85.00	340	\$28,900.00
CADD Technician (2021)	\$90.00	4	<u>\$360.00</u>
TOTAL DIRECT LABOR COSTS			\$217,560.00

DIRECT NON - LABOR COSTS

	<u>Direct Non-Labor Costs</u>
MILEAGE	
Budgeted mileage rate is \$0.39 /mile	
Director 50 miles/wk x 17 wks	\$331.50
Resident Proj. Rep. 250 miles/wk x 17 wks	\$1,657.50
Project Inspector 250 miles/wk x 17 wks	\$1,657.50
Asst. Proj. Inspector 125 miles/wk x 17 wks	\$828.75
REQUIRED SOFTWARE	
Appia software - 2 license at \$1,000 each	\$2,000.00
DESIGN INTENT ASSURANCE	
Estimated Budget for On-Site Material Testing Services	\$9,564.75
TOTAL NON- LABOR COSTS	<u>\$16,040.00</u>
TOTAL ESTIMATED COSTS	\$233,600.00

**EXHIBIT C
PROJECT SCHEDULE**

7th Street Protected Bike Lanes			
MILESTONES	ESTIMATED DATE	COMMENTS	
Notice to Proceed	April 1, 2021		
Initial Stakeholder Meetings Complete	N/A		
Submit Preliminary Plans	N/A		
Final Stakeholder Meetings Complete	N/A		
Submit Draft Final Plans	N/A		
Complete Final Plans	N/A		
Bid Advertisement	N/A		
Bid Opening	December 2020		
Construction	April-July 2021		

**EXHIBIT D
KEY PERSONNEL**

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

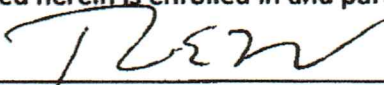
<u>Position / Responsibility</u>	<u>Name</u>
Director	Trent E. Newport
Resident Project Representative	Charles Stewart
Project Inspectors	To Be Named
Assistant Project Inspectors	To Be Named
CADD Technicians (As Built)	To Be Named

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

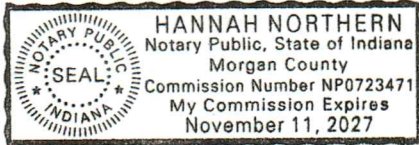
1. The undersigned is the Managing Member of CrossRoad Engineers, PC.
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of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

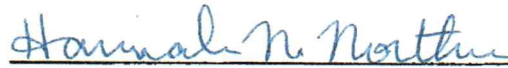


Trent Newport
President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Trent Newport and acknowledged the execution of the foregoing this 17th day of November, 2020.





Notary Public
Hannah N. Northern
Printed name

My Commission Expires: November 11, 2027
County of Residence: Morgan Commission Number: NP0723471

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

OATH AND AFFIRMATION

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

Dated this 17th day of November, 2020.

Crossroad Engineers, PC.
(Name of Organization)

By: TRENT NEWPORT
Trent Newport
President

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 17th day of November, 2020



Hannah N. Northern
Notary Public
Hannah N. Northern
Printed name

My Commission Expires: November 11, 2027
County of Residence: Morgan Commission Number: NP0723471



Board of Public Works Staff Report

Project/Event: Award Construction Contract for the 14th Street (Madison to Woodburn) Sidewalk Project to Milestone Contractors LP.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Russell White

Date: 11/24/2020

Report:

Summary of Contract: This project includes the installation of a new sidewalk on the north side of West 14th Street from North Madison Street to North Woodburn Avenue. Six (6) Bids were received for this project.

- Milestone Contractors LP \$194,658.75
- DC Construction Services \$237,108.55
- E & B Paving Inc. \$243,775.00
- Groomer Construction Inc. \$243,219.63
- Monroe LLC. \$228,716.00
- Crider & Crider, Inc. \$240,996.05

City Staff reviewed the Bids and are recommending awarding the contract to Milestone Contractors LP, the lowest responsible and responsive Bidder, with a Bid of \$194,658.75.

Recommendation and Supporting Justification: City Staff reviewed the Bids and are recommending awarding the contract to Milestone Contractors LP, the lowest responsible and responsive Bidder, with a Bid of \$194,658.75.

Recommend Approval Denial by: *Russell White*

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

MILESTONE CONTRACTORS LP

FOR

14th Street (Madsion to Woodburn) Sidewalk

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Planning and Transportation Department through the Board of Public Works (hereinafter CITY), and Milestone Contractors LP (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the **installation of a new sidewalk on the north side of West 14th Street from North Madison Street to North Woodburn Avenue**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within one hundred eighty (180) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, subject to adjustment under the Contract, at the unit prices stated in Contractor's Bid, attached hereto as Attachment 'E'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his or her surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations,	and \$2,000,000 in the

General Aggregate Limit (other than Products/Completed Operations)	aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 **Non-Discrimination**

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP
Attn: Russell White	ATTN: Aaron Chandler
P.O. Box 100 Suite 130	4755 W. Arlington, Road

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

14th Street (Madison to Woodburn) Sidewalk

This project shall include, but is not limited to, the installation of a new sidewalk on the north side of West 14th Street from North Madison Street to North Woodburn Avenue.

ATTACHMENT 'B'

**BIDDER'S AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS;
COST RECOVERY**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

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

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

Method of Compliance (Specify) _____

Date: _____, 20____

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-Verify AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

Notary Public's Signature

Printed Name of Notary Public

My Commission Expires: _____

County of Residence: _____

Commission #: _____

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:
COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
(job title)

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

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Signature of Notary Public

County of Residence: _____

Printed Name of Notary Public

Commission #: _____

ATTACHMENT 'E'

"Unit Prices"



Project Title : 14th Street Sidewalk (Madison to Woodburn)

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNIT PRICE	BID AMOUNT
001	105-06845	Construction Engineering	1 LS	\$3,000.00	\$3,000.00
002	109-08959	Liquidated Damages	1 DOL	\$1.00	\$1.00
003	110-01001	MOBILIZATION AND DEMOBILIZATION	1 LS	\$3,550.00	\$3,550.00
004	201-52970	CLEARING RIGHT OF WAY	1 LS	\$10,000.00	\$10,000.00
005	205-05937	Temporary Silt Fence	405 LFT	\$7.50	\$3,037.50
006	304-07490	HMA Patching (Pvmt. Patching)	34 TON	\$330.00	\$11,220.00
007	305-07468	PCCP Base Patching-8" (Pvmt Patch)	307 SYS	\$36.75	\$11,282.25
008	604-48070	Sidewalk, Concrete	238 SYS	\$76.00	\$18,088.00
009	604-07901	Curb Ramp, Concrete	15 SYS	\$350.00	\$5,250.00
010	605-05120	Curb, Concrete	486 LFT	\$45.00	\$21,870.00
011	615-08446	Concrete Pavement for Drives - 6 IN	61 SYS	\$155.00	\$9,455.00
012	621-06560	Mulch & Seed	89 SYS	\$55.00	\$4,895.00
013	714-05562	Retaining Wall- Concrete	50 LFT	\$675.00	\$33,750.00
014	714-04530	Adjust Water Valve to Grade 12" - Storm Sewers ADS N-12 Pipe Type 1	2 EACH	\$250.00	\$500.00
015	715-05114	Circular 12 in	468 LFT	\$70.00	\$32,760.00
016	715-01742	Relocate Water Meter	1 EACH	\$1,500.00	\$1,500.00
017	720-45045	Storm Inlet J With Ellw CASTING V-3665	6 EACH	\$2,950.00	\$17,700.00
018	801-06775	Maintaining Traffic	1 LS	\$1,500.00	\$1,500.00
019	802-01122	Relocate Signs	2 EACH	\$350.00	\$700.00
020	203-02010	Rock Excavation (Undistributed)	20 CYS	\$230.00	\$4,600.00

TOTAL PROJECT BID: \$194,658.75

Bidder acknowledges that:

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and,

2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities determined as provided in the Contract Documents.



Board of Public Works

Staff Report

Project/Event: Approval of Addendum 1 to Agreement for Consulting Services for the Discovery Parkway Project with American Structurepoint, Inc.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 11/24/2020

Report: This project will resurface a portion of East Discovery Pkwy, install a section of multiuse path along the north side of the street, and replace some of the existing curbs. American Structurepoint is currently under contract to perform preliminary engineering services for this project. This addendum adds design services for retaining walls that were not anticipated during project scoping. These services add \$5,780 to the contract for a new not-to-exceed amount of \$107,005. Construction is anticipated in 2021.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with American Structurepoint, Inc. for the Discovery Pkwy Project.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Potential Future Item	2021
Design Services Contract*	Current Item	11/24/2020
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	Future	2021
Construction Contract	Future	2021

* Original design contract approved 7/7/2020.

**ADDENDUM TO AGREEMENT FOR CONSULTING SERVICES
FOR THE E. DISCOVERY PARKWAY 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 July 7, 2020, as follows:

1. **See Exhibit A Scope of Engineering Services**: Exhibit A of the Agreement describes the tasks to be provided by American Structurepoint, Inc. during this Project. Exhibit A, item **F. RETAINING WALL DESIGN** is hereby added as shown in the revised Exhibit A, attached hereto and incorporated herein by reference as though fully set forth. Additions are shown in bold.

2. **See Exhibit B Compensation**: The City shall pay American Structurepoint, Inc., a lump sum fee not to exceed \$5,780.00 for the additional Engineering Services to be rendered in accordance with this Addendum. Revised Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The modifications to Exhibit B are shown in bold. The total not-to-exceed fee amount for the entire project is now \$107,005.00.

3. In all other aspects, the Agreement shall remain in effect as originally written and previously amended.

IN WITNESS WHEREOF, the parties have caused this Addendum 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 Murphy

A675AC40174B4E5...
Nicholas R. Murphy
Project Manager

Date: 11/19/2020

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

A. GENERAL

The Consultant shall provide engineering and road design plans, preliminary opinions of probable construction cost, and other submittal documents for the improvements of 14th Street in the City of Bloomington, Monroe County, Indiana.

B. ROAD DESIGN AND PLAN DEVELOPMENT

1. The Consultant shall prepare Stage 1 (25% submission), Preliminary Field Check (40% submission), and Final Plans (100% submission), 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*, City of Bloomington roadway standards, NACTO and other relevant design guidance and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions. The opinion of probable cost for construction shall be prepared as described in Paragraph E.
 - a. The road design limits are generally described as follows, and as shown in Attachment A:
 - 1) 14th Street from a point approximately 1,220' east of the proposed intersection of SR 46 and 14th Street, along 14th Street, to a point approximately 1250' from the project start point.
 - b. The anticipated project design scope is described below:
 - 1) Resurfacing and full depth patching of the existing roadway.
 - a) Roadway will be milled and resurfaced with single lift overlay to match the existing elevation and curb along the roadway.
 - b) Pavement patching will be determined based upon estimated percentage of area needing repair. Actual patching limits will be determined by the City's field personnel at the time of construction.
 - c) Curb replacement or modifications within the project limits to accommodate emergency vehicles; including replacement of inlet castings if necessary. It is assumed that inlet casting replacement will not adversely affect drainage and no storm sewer analysis or design will be required.
 - 2) 10' multi-use (HMA) path with 5' tree buffer along the north side of 14th Street.
 - a) Path and buffer widths may be varied in order to eliminate or reduce impacts to streams, permits, and existing roadway culverts.

- c. The Consultant will attend an on-site preliminary field check meeting at the appropriate time (40% complete plans) during the design phase.
- d. The Consultant will attend a pre-bid meeting
- e. The Consultant will prepare any unique special provisions required for the project to supplement INDOT and City of Bloomington standard specifications.
- f. The Consultant will evaluate bids and recommend bid award for the project.
- g. The Consultant will, as needed, make arrangements for and attend meetings by phone or remote conferencing. No in-person meetings will be required beyond the Field Check and Pre-Bid meetings.

C. UTILITY COORDINATION

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

D. ENVIRONMENTAL SERVICES

The Consultant shall conduct a Red Flag Investigation (RFI) of the project corridor. The Red Flag investigation will include a preliminary analysis of publicly available infrastructure, environmental, hydrological, and cultural resources data within the project corridor. In addition, the IDEM Virtual File Cabinet will be reviewed to assess the potential for sites requiring additional investigation due to potential soil and/or groundwater contamination. A narrative summary and maps depicting findings of the RFI will be produced. The RFI will be prepared in general accordance with the INDOT Hazardous Materials Unit Operating Manual, Section 3.1.

The Consultant shall carry out environmental analyses and develop the appropriate level of State Environmental Policy documentation for the project in accordance with INDOT environmental procedures as determined by the anticipated project impacts. A State Categorical Exemption is anticipated for this project. The environmental services required to develop this project shall be in accordance with the *Procedural Manual for Preparing Environmental Documents* (2008) and the most recent *INDOT Categorical Exclusion Manual* and revisions thereto. Copies of these documents are on file with INDOT and are incorporated by reference and made a part hereof. If during consultation with INDOT it is determined that a State Environmental Assessment, State Environmental Impact Statement, or Federal NEPA evaluation is warranted for the project, the services required to complete these additional investigations will be considered out of scope and additional or supplemental services will be required.

The Consultant shall provide specialized studies required to complete the environmental document including evaluation of potential historic or cultural resources. The Consultant shall prepare appropriate Historic Preservation documentation in accordance with the INDOT Cultural Resources Manual. The Consultant shall attend up to two meetings with local historic

preservation stakeholders to discuss the project and its potential impacts to historic properties. The Consultant shall prepare appropriate documentation to present the project to the Indiana Historic Preservation Review Board (IHPRB) and submit an application for a Certificate of Approval (COA) to the board. It is anticipated the project will result in a finding of "No Adverse Effect." If additional meetings with local stakeholders are required, consultation with INDOT and the IHPRB result in a finding of "Adverse Effect," or the COA is tabled after one review by the IHPRB; additional services will be required to complete the Certificate of Approval process. These additional services will be considered out of scope, and additional or supplemental services will be required to complete this task.

The Consultant shall prepare necessary documentation to notify adjacent property owners about the project and solicit comments on the proposed scope of work. If the Owner requests additional public involvement meetings be held, additional or supplemental services will be required to facilitate these meetings.

The Consultant will conduct informal consultation with the USFWS regarding the presence of threatened or endangered species [specifically the Indiana bat (*Myotis sodalis*), northern long-eared bat (*Myotis septentrionalis*), and/or the gray bat (*Myotis grisescens*)] in the project area, the potential effect of the proposed project on those species, and appropriate conservation measures. If during informal consultation it is determined that formal consultation would be required, these additional services will be considered out of scope, and additional or supplemental services will be required to complete this task. If the project requires off-site mitigation or the USFWS issues any determination other than no effect, the effort to prepare and coordinate documentation requested or required by the USFWS, including the modification of the proposed project, studies required to determine suitable mitigation sites, assistance in the application of an exemption, or other related services shall be considered a change in the scope of services, and additional or supplemental fees will be required.

An analysis of Noise Impacts is not anticipated, as the scope of the proposed project is consistent with a Type 3 project, as defined in the most recent version of the INDOT Traffic Noise Analysis Procedures and revisions thereto. If during consultation with INDOT it is determined an analysis of noise impacts is required, services required for determining existing noise levels, identification of noise receivers, predictions of future noise levels, evaluation of impacts, and an analysis of noise abatement will be considered out of scope and additional or supplemental fees will be required.

The Consultant shall prepare a Wetland Delineation, including Qualitative Habitat Evaluation Index for streams to determine the presence of wetlands and other aquatic resources that are regulated by the US Army Corps of Engineers (USACE) and/or Indiana Department of Environmental Management (IDEM). The Wetland Delineation Report will include the location of wetlands or waterways and coordination with the design engineers regarding avoidance alternatives for the proposed project. The Wetland Delineation will be prepared in accordance with the USACE Wetland Delineation Manual (1987) and guidance provided by the USACE since

1991, including the appropriate Regional Supplement to the Corps of Engineers Wetland Delineation Manual.

The Consultant shall prepare and submit the appropriate permit applications for the project including Section 401 Regional General Permit (RGP) to IDEM and Section 404 RGP to the USACE. If during coordination with the USACE or IDEM it is determined that an individual permit and/or mitigation is required for impacts to water resources, the work to identify potential sites and to prepare mitigation plans or other related services shall be considered a change in the scope or work, and additional or supplemental services will be required.

If the Consultant is required to provide an environmental service not listed above, the work to provide such additional service shall be considered a change in the scope of work. The environmental services required to develop this project shall be in accordance with the *Procedure Manual for Preparing Environmental Documents* dated 2008 and the most recent version of the *Categorical Exclusion Manual* and any revisions thereto. Copies of these documents are on file with the INDOT and are incorporated by reference and made a part hereof.

E. OPINION OF PROBABLE COST FOR CONSTRUCTION

The opinion of probable cost will be prepared for each submittal stage 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 will 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 will be in accordance with the methods used by INDOT.

F. RETAINING WALL DESIGN

The Engineer shall design two Modular Block Retaining Walls totaling not more than 80 linear feet in length. The Modular Block Retaining Walls shall be designed in accordance with the Indiana Design Manual Chapter 410. The Engineer shall provide the details necessary for the wall supplier to complete the Modular Block Wall Construction Details. The Geotechnical Investigation necessary to complete the wall design shall be the responsibility of the wall supplier (contractor). Geotechnical Investigation and Retaining Wall Analysis recommendations are not included in the scope of services and are subject to additional scope and fee.

G. DELIVERABLES

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

For Final Road Plans:

1. One set of final approved tracings of the contract plans drawn to a suitable scale on standard 24" x 36" sheets.
2. One set of plan sheets in Adobe Acrobat® .pdf format.

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

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

1. During the course of construction, the Consultant shall be available at reasonable times during normal working hours to respond to reasonable inquiries concerning the accuracy or intent of the Consultant's plans. All such inquiries will be made only by persons designated by the Owner to interpret the plans and contract documents for the benefit of the contractors and subcontractors performing the work. The Consultant shall not be required to respond to inquiries by persons other than the Owner's designated representative and shall not be required to engage in exhaustive or extensive analysis or interpretation of the plans.
2. As needed and directed by the Owner, the Consultant shall perform construction-phase utility coordination services.

H. EXCLUDED SERVICES

The following items are excluded from the scope of services but may be added if requested by the owner.

1. Geotechnical Services (assumed provided by others)
2. Pavement Structural analysis and design
3. Right-of-Way Engineering
4. Route Survey Plat
5. Site visit and determination of patching limits for pavement repair
6. In-person design coordination or stakeholder meetings (except for field check)
7. Rule 5 Permit application and submittal
8. Stormwater drainage design and/or drainage report
9. Culvert analysis and/or design and report
10. Stormwater detention design and analysis
11. Stormwater quality design and analysis
12. Full Depth Pavement Design (Use City Standards for any full depth sections)
13. Landscape and/or streetscape design beyond specification of street trees
14. Land acquisition services
15. Engineering Assessment (including alternatives analysis)
16. Public or private utility relocation design
17. Lighting design or analysis

18. INDOT Federal funding submittals and reviews
19. Railroad Coordination
20. Subsurface Utility Engineering Services
21. Utility Coordination beyond stated project limits
22. Construction Inspection Services
23. Contract Book Preparation
24. Bid Advertisements
25. Mitigation Services
26. Traffic Signal or Signal interconnect design
27. Collection of traffic counts
28. Analysis of roadway network, intersections, or driveways
29. State Historic Properties, No Historic Sites or Structures
30. Only State of Indiana funds utilized for project construction, no federal matching funds

If Owner requests a significant change to the design of any project element after approval of the Preliminary Field Check Plans (40% submission), the Consultant and Owner will discuss such change and mutually determine if such change shall be considered additional services for an additional fee provided the Owner's request is not a result of errors, or omissions for which the Consultant is responsible. Owner and Consultant shall negotiate in good faith to determine the scope of the change and associated additional design fee.

I. INFORMATION AND SERVICES PROVIDED BY OWNER

The following will be designed to INDOT and City of Bloomington Standards, as applicable, unless directed otherwise by the Owner.

1. Criteria for design and details for signs, signals, lighting, roundabouts, highway, structures, etc.
2. Previously studied survey, environmental, and geotechnical data from IU Health
3. Specifications and standard drawings applicable to the project
4. All written views received by the Owner pertinent to the location and environmental studies
5. Traffic assignments and projections to design hour volumes
6. Available data from the transportation planning process
7. Plans of existing storm sewer systems within the project limits, if available
8. Any stormwater analysis performed for systems existing in or around the project limits
9. Utility plans available to the Owner covering utility facilities and underground conduits within or adjacent to the project limits
10. Guarantee of access to enter upon public and private lands as required for the Consultant to perform services under this Agreement.

11. All legal services as may be required for development of the project
12. An Owner representative with decision-making authority for inquiries
13. Payment of all permit and review fees required by agencies having jurisdiction over this project
14. All information required to file a Permit Bond required for work within INDOT and City of Bloomington owned Right-of-Way

EXHIBIT B
COMPENSATION

1. The Consultant shall be compensated for services to be performed under this Agreement a total fee not to exceed ~~\$101,225~~ **\$107,005** unless approved in writing by the Owner.
2. The Consultant shall be compensated for the following services on a lump-sum basis. The total obligation under this portion of the Agreement shall not exceed ~~\$86,225~~ **\$92,005** unless approved in writing by the Owner.

a. Roadway Design and Plan Development	\$56,700
b. Utility Coordination	\$5,700
c. Site Categorical Exclusion Memo and Wetland Delineation	\$18,325
d. Water Quality Permitting (if authorized)	\$5,500
e. Modular Block Retaining Wall Design	\$5,780

3. The Consultant shall receive payment for the Qualified Professional Cultural Resources (Archaeology) work performed under this Agreement based on the specific cost of the work performed by the qualified professional. The final amount will be adjusted according to the actual work performed; however, the final amount shall not exceed \$10,000 unless and until a supplemental agreement is executed.
4. The Consultant shall be compensated for Construction Phase Design services to be performed under this Agreement on an hourly basis. The total obligation under this portion of the Agreement shall not exceed \$5,000 unless approved in writing by the Owner.

a. Hourly Rate Schedule

Principal-in-Charge	\$223.50
Project Manager	\$212.02
Project Engineer	\$130.31
Staff Engineer	\$92.49
Senior Technician	\$120.43
Technician	\$73.06
Surveyor	\$95.03
Survey Crew	\$61.40

- b. The hourly rates may be adjusted after November 1, 2021 on an annual basis.

If payment is not made within forty-five (45) days of the date when the payment is due, we may, at our option, and effective upon the delivery of written notice of our intention to do so, terminate the contract or suspend further performance of our services under the contract, and we shall have no liability for delay or damage that results from the termination of the contract or suspension of services.

AMERICAN STRUCTUREPOINT, INC.

Project: Discovery Parkway

Description: Retaining Wall Design

23-Oct-20

WORK CLASSIFICATION	Project Manager	Project Engineer	Staff Engineer	Senior Technician	TOTAL
Stage 1 Plans (25% complete)					
No Wall Design Effort	0	0	0	0	0
Subtotal	0	0	0	0	0
Preliminary Field Check Plans (40% complete)					
Retaining Wall Design	1	2	2	0	5
Retaining Wall Sheets & Details	0	1	0	4	5
Preliminary Quantity Computations	0	1	2	0	3
QC/QA Plans	1	1	1	1	4
Subtotal	2	5	5	5	17
Stage 3 Plans (90% complete)					
Incorporate comments from PFC	0	1	1	1	3
Retaining Wall Design	1	2	2	0	5
Handrail Details	0	1	0	1	2
Retaining Wall Sheets & Details	0	1	0	4	5
Preliminary Quantity Computations	0	1	2	0	3
QC/QA Plans	1	1	1	1	4
Subtotal	2	7	6	7	22
Final Tracings (100% Complete)					
Incorporate comments from stage 3	0	1	1	1	3
QC/QA Plans	1	1	1	1	4
Subtotal	1	2	2	2	7
TOTAL	5	14	13	14	46
TOTAL HOURS	5	14	13	14	46
WEIGHTED HOURLY RATE	\$212.02	\$130.31	\$92.49	\$120.43	
DIRECT SALARY COST	\$1,060.10	\$1,824.34	\$1,202.37	\$1,686.02	\$5,772.83
DIRECT COSTS (None)					\$0.00
TOTAL FEE					\$5,772.83



Board of Public Works Staff Report

Project/Event: Request to approve Resolution 2020-58 agreement for the encroachment of a dog waste station in the right of way adjacent to 202 E 6th St

Staff Representative: Sara Gomez

Petitioner/Representative: Monroe County Historical Society Inc., Susan Dyar

Date: November 24, 2020

Report: Susan Dyar, Director of the Monroe County Historical Society Inc. property located at 202 E 6th St, is requesting approval for a dog waste station encroachment. Sixth Street is a popular street for dog walkers and the History Center lawn is one of the few green spaces in the area, therefore, History Center staff spend a good deal of time cleaning up dog waste along the frontage and hope that the new station will encourage walkers to clean up after their dogs. The dog waste station is proposed to be located in the grass on the north side of their property along the 6th St frontage as shown in Exhibit 'A'. The waste station is proposed to be in the right of way so it will be close to the walkway and therefore more visible to the public.

Recommendation: Due to the issue the property owner has had with dog waste on their property and in the right of way adjacent to their property and their efforts to solve the issue with installation of signage and dog waste bags that will not obstruct pedestrian or vehicular traffic, staff recommends approval of the encroachment agreement.

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



November 2, 2020

Director
Susan Dyar

Executive Board

President
Jennifer Borland

Vice-President
Phil Stafford

Treasurer
Vickie Fry

Secretary
Michael Flory

Associate Secretary
David Musgrave

Board Members

Sue Ellen Bowman
Betty Bridgwaters
Michael Carter
Mike Cornman
Fred Dunn
Scott Faris
Michael Flory
Donald Griffin, Jr.
Teresa Hull
Kelly Kish
Scott Loman
David S. McCrean
Cheryl Munson
Sue Sgambelluri

Board of Public Works
401 N. Morton Street
Bloomington, IN 47403

RE: Encroachment Items
202 E. 6th Street

Dear Board Members,

The Monroe County History Center is requesting permission to install a dog waste bag station within the 6th Street right of way along the History Center frontage. 6th Street is a popular street for dog walkers and the History Center lawn is one of the few green spaces in the area. History Center staff spend a good deal of time cleaning up dog waste along the frontage and hope that the new station will encourage walkers to clean up after their dogs.

Below is a description of the item of encroachment that has been indicated on the attached site plan as being located in the public right of way.

1. Dog Waste Bag station
 - a. The dog waste bag station includes a metal pole with a dispenser for dog waste bags and a dog waste bag station sign. The pole will be mounted in concrete within a small hole and can be removed if needed in the future.

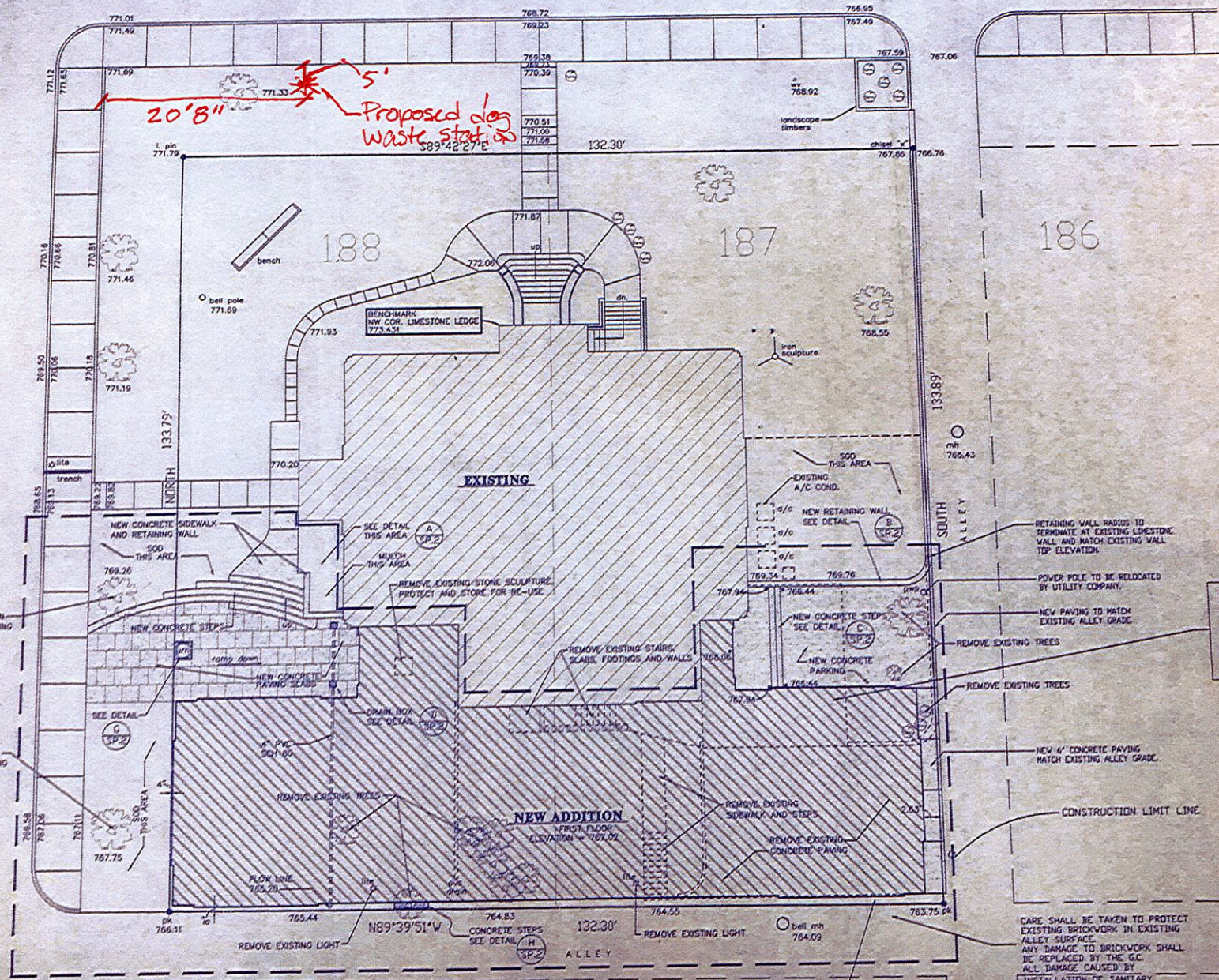
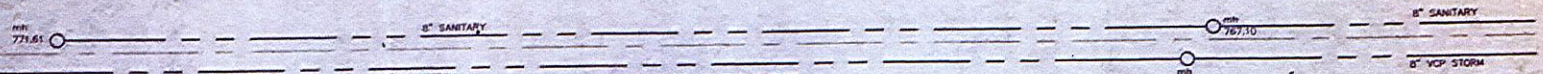
Attached please find a partial site plan illustrating the above referenced encroachment. Please feel free to contact me if you have any questions or comments about any of the above items.

Susan Dyar
Director

The Monroe County History Center is a privately sponsored, 501 (c) 3 not-for-profit and receives no funding from either the Monroe County Government or the City of Bloomington. Donations are tax deductible to the extent allowed under current regulations and codes.

WASHINGTON STREET
(82' R/W)

SIXTH STREET
(82' R/W)



20'8"
5'
Proposed dog waste station
389°42'27"E

- DEMOLITION
1. THE EXISTING ADDITION AS SHOWN. CARE SHALL BE TAKEN TO AVOID DAMAGE TO SCHEDULED.
 2. EXISTING ORIGINAL 1 FROM SHOWN.
 3. EXISTING
 4. EXISTING SHALL BE

EXISTING 2 STORY CONCRETE BLOCK ADDITION TO BE REMOVED INCLUDING FOOTINGS. CARE SHALL BE TAKEN NOT TO DAMAGE EXISTING LIMESTONE WHERE CONCRETE BLOCK ADDITION CONNECTS TO ORIGINAL BUILDING. ANY ROOF CONNECTIONS SHALL BE DISMANTLED TO AVOID ROOF LEAK IN THE ORIGINAL BUILDING.

CARE SHALL BE TAKEN TO PROTECT EXISTING BRICKWORK IN EXISTING ALLEY SURFACE. ANY DAMAGE TO BRICKWORK SHALL BE REPLACED BY THE GC. ALL DAMAGE CAUSED BY INSTALLATION OF SANITARY SEWER SHALL BE REPAIRED.

all msh 56.71

165

166

167



406673

RECORDED
A.M. _____ P.M. 1:32

SEP 421 PAGE 672

APR 27 1994

DULY ENTERED
FOR TAXATION

Grantee's Address

*202 E. Fifth
Bloomington IN
47403*

Pat Kelly
REORDER MONROE CO., IN

APR 27 1994

Margaret Coe
Auditor Monroe County, Indiana

QUITCLAIM DEED

THIS INDENTURE WITNESSETH that The Old Library, Inc., (an Indiana Not-for-Profit Corporation), hereinafter referred to as "Grantor" conveys and quitclaims to the Monroe County Historical Society, Inc. (an Indiana Not-for-Profit Corporation), hereinafter referred to as "Grantee", for the use and benefit of the Board of Governors of the Monroe County Museum, the following described real estate located in Monroe Count, Indiana, to-wit:

IN LOTS Numbered One Hundred Eight-Seven (187) and One Hundred Eighty-Eight (188) in the original plat of the City of Bloomington, Indiana,

for the sum of One Dollar (\$1.00) and other good and valuable consideration, including but not limited to certain restrictions and assurances contained within this Deed that inure to the benefit of the City of Bloomington, Indiana, as well as the City of Bloomington Historic Buildings and Districts Committee, the receipt and sufficiency of which is hereby acknowledged. All of the above constitute consideration for the sale and conveyance of the premises described above.

Subject to the following restrictions, stipulations, conditions, and covenants, which shall run with the land, and for the benefit of the City of Bloomington, Indiana, as well as the City of Bloomington Historic Buildings and Districts Committee. Grantee specifically agrees by execution of this document that it accepts any and all conditions imposed in this Deed.

1. This conveyance is subject to the terms, restrictions, and covenants contained in a Deed of said property executed by and between the City of Bloomington, Indiana, and The Old Library, Inc., on the 22nd day of October, 1977, and recorded as document number 92049 in Record Book 255 at Page 337-343, except to the extent that any such terms, restrictions or covenants have been waived, rescinded, or released by the City of Bloomington.

2. This conveyance is subject to all existing covenants and restrictions on the property contained in the contract with the Department of Natural Resources Historic Preservation Grant and any restrictions created by the 1978 CETA Grant, Grantee acknowledging by execution of this instrument that it has received copies of those agreements and that it is specifically aware of all of said covenants and restrictions.

3. This conveyance is subject to the condition that there shall be no structural alterations, additions, partial demolition or other structural change of any existing structure or approved structure, nor any change in color of the materials used on the exterior surfacing of any structure without the prior written approval of the City of Bloomington Historic Buildings and Districts Committee.

4. The interior and exterior of The Old Library will be reasonably maintained in order to preserve the historical integrity of the building.

5. This conveyance is subject to the condition that no new or different building or other structure or new improvements shall be constructed, installed or moved onto the premises unless the exterior design has first been approved in writing by the City of Bloomington Historic Buildings and Districts Committee. In addition any change to the exterior of the building must conform to the ten (10) STANDARDS FOR REHABILITATION named in the Cumulative Federal Register Vol. 36; Chap. 1 (7/1/92 Edition) Section 67.7. Any addition shall occupy only space south of the line which is an extension of the line that is established by the southwest face of the original building completed in 1917 and dedicated in 1918. The roof line of any such addition shall not unusually overwhelm the peak of the original building as herein defined. No existing green space shall be used for parking spaces, other than those already in use.

6. This conveyance is subject to the condition that the real estate and improvements thereon will only be owned and used by a Not-For-Profit or governmental organization. Use of the building by a Not-For-Profit or governmental organization must be public, and there must be public access to the building as well. If the Grantee wishes to transfer the real estate and improvements thereon, then the Grantee may sell the property to another Not-For-Profit or governmental organization for One Dollar (\$1.00) as well as the fair market value of any addition or additions which have been constructed upon the property subsequent to the date of the transfer of ownership. This provision shall not prohibit Grantee from conveying said real estate and improvements for less than the fair market value of the addition or additions to the property, plus One Dollar (\$1.00). In the event that Grantee wishes to transfer the real estate and improvements thereon as specified above, then the Grantee shall provide the Monroe County Public Library with a right of first refusal to purchase the property under the conditions specified above. Other consideration for any transfer of the property will be the covenants, conditions and assurances that are reserved by Grantor and assumed by Grantee under the terms of this Deed. In the event the property ceases to be used for a public purpose with public access, the property will revert to the City of Bloomington.

7. This conveyance is subject to any and all taxes and assessments due and payable on the property from the date this conveyance is approved by the City of Bloomington.

8. It is specifically acknowledged and agreed that any and all reservations, restrictions, covenants, and conditions provided herein shall run with the land and shall be binding to the fullest extent permitted by law.

9. The parties acknowledge that this conveyance has been approved by the City of Bloomington.

IN WITNESS WHEREOF, Grantor and Grantee have hereto set their hands and seals this 11th day of March, 1994.

THE OLD LIBRARY, INC.

THE MONROE COUNTY HISTORICAL SOCIETY, INC.

BY: Elizabeth A. Goldman President
President of TOLI

BY: Ray Beth Howell President
President

Tera O'Lesker
Secretary
Treasurer of TOLI

David D. Rowland
Secretary
Chairman Monroe County Museum

**BOARD OF PUBLIC WORKS
RESOLUTION 2020-58**

Encroachment with Dog Waste Station

WHEREAS, Monroe County Historical Society, Inc. (hereinafter "Owner") owns the real property at 202 E 6th St, which real estate is more particularly described in deeds recorded in Book 421 Pages 672-674, in the Office of the Recorder of Monroe County (Hereinafter "Property"); and

WHEREAS, the building on the Real Estate is constructed; and

WHEREAS, Owner installed the following encroachments over and upon the public right of way adjacent to their business: dog waste station. The dog waste station was placed to the north of the property as shown in Exhibit A to this Resolution; and

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

WHEREAS, the proposed structures do not interfere with pedestrian traffic or the vehicular line of sight along the roadway; and

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

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
2. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein.
3. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

4. Owner agrees that the only encroachments that may be installed in the right of way are described herein. In the event Owner wishes to install any additional encroachment(s), Owner must first obtain additional approval from the Board of Public Works.
5. The terms of this Resolution shall be in effect upon execution of this document by Owner and acknowledgment by Owner that the Board of Public Works may alter the terms and conditions to address unanticipated problems or may revoke permission if the Board determines the encroachment is undesirable in terms of the general welfare of the City.
6. Owner understands and agrees that if the City or public utility needs to work in said area for any reason, and any of the encroachments needs to be removed to facilitate the City or utility, the removal shall be at the sole expense of Owner, and the City shall not be responsible for any damage which may occur to the encroachments by City's workers or contractors, or by those of a public utility. Owner shall not be compensated for any expense which it may incur.
7. If at any time it is determined that the encroached upon area should be improved to better serve the public, or public improvements need to be made in the right of way and the encroaching improvements interfere with the planned public improvements, then Owner shall remove any materials or other installations, included within the encroachments upon notification by the City, without compensation by the City.
8. In the event the Owner sells the business during the term of this authorization, this authorization shall continue under the original conditions and be binding on its successors and assigns. However, if Owner's successors and assigns wish to change any of the encroachment(s) in any way, Owner's successors and assigns shall return to the Board of Public Works for permission to replace or modify said encroachment(s) prior to any change being made.
9. In consideration for the use of the property, Owner, for itself, its officers, directors, agents, employees, members, successors and assigns, does hereby acknowledge and agrees to assume full and complete responsibility for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of the use of said

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

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
11. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. The Monroe County Historical Society, Inc., expressly consent to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
12. Jennifer Borland, as Board President of Monroe County Historical Society Inc., agrees by signing that she has full power by proper action to enter into this agreement and has authority to do so.

IN WITNESS WHEREOF, the Board of Public Works has executed this Resolution 2020-58 this _____ day of _____, 2020.

Kyla Cox Deckard

Beth H. Hollingsworth

Dana Palazzo

EXECUTED AND DELIVERED in my presence:

Witness' Signature

Witness' Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

My Commission Expires: _____
Resident of _____ County
Commission #: _____

Notary Public Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

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

My Commission Expires: _____
Resident of _____ County
Commission #: _____

Notary Public Signature

Printed Name

IN WITNESS WHEREOF, Jennifer Borland has executed this Resolution 2020-58 this _____ day of _____, 2020.

Jennifer Borland, Board President

EXECUTED AND DELIVERED in my presence:

Witness' Signature

Witness' Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Jennifer Borland, Board President of Monroe County Historical Society Inc., who acknowledged the execution of the foregoing Resolution as her voluntary act and deed on behalf of Monroe County Historical Society Inc.

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

My Commission Expires: _____

Resident of _____ County

Commission #: _____

Notary Public Signature

Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE)

SS:

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

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

My Commission Expires: _____

Resident of _____ County

Commission #: _____

Notary Public Signature

Printed Name

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

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

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State personally appeared The Old Library, Inc. by its duly authorized representatives, who have acknowledged the execution of the foregoing Quitclaim Deed to be their free and voluntary act and deed.

WITNESS my hand and Notarial Seal, this 11th day of March, 1994.

My commission expires:

LINDA TULEY-WELCH
NOTARY PUBLIC STATE OF INDIANA
MONROE COUNTY
MY COMMISSION EXP JULY 19, 1997

Linda Tuley-Welch

Printed LINDA TULEY-WELCH
Residing in Monroe County

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State personally appeared The Monroe County Historical Society, Inc. by its duly authorized representatives, who have acknowledged the execution of the foregoing Quitclaim Deed to be their free and voluntary act and deed.

WITNESS my hand and Notarial Seal, this 11th day of March, 1994.

My commission expires:

LINDA TULEY-WELCH
NOTARY PUBLIC STATE OF INDIANA
MONROE COUNTY
MY COMMISSION EXP JULY 19, 1997

Linda Tuley-Welch

Printed LINDA TULEY-WELCH
Residing in Monroe County

This instrument was prepared
by Bill Finnh.



Board of Public Works Staff Report

Project/Event: Agreement with Martin Riley Inc. for Architectural & Engineering Services for Fire Station #1 Renovations

Petitioner/Representative: Bloomington Fire Department

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

Meeting Date: November 24, 2020

On October 11, 2020 the Bloomington Fire Department issued a Request for Proposals for architectural and engineering services related to the schematic design for the renovation of Fire Station #1. Nine firms submitted proposals. They were: DELV Design; Shive-Hattery Architecture & Engineering; Synthesis Incorporated; Axis Architecture & Interiors; Martin Riley Inc.; Springpoint Architects; CMTA; Applied Engineering; and VPS Architecture.

A matrix was established to rank the proposals based on qualifications of staff, past projects completed, and cost. Martin Riley Inc. was determined to be the preferred firm to complete the project. BFD will also negotiate with Martin Riley for construction management services involved with this project.

Staff recommends awarding the contract to Martin Riley Inc. for \$15,500.00 plus reimbursable expenses.

Respectfully submitted,

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

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

PROJECT NAME: Architectural & Engineering Services for Fire Station #1 Renovations
AGREEMENT FOR CONSULTING SERVICES

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

WITNESSETH:

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

WHEREAS, the Board requires the services of a professional engineering and architectural consultant in order to perform tasks including architectural and engineering service leading to the schematic design for renovations at Bloomington Fire Department Station #1 which shall be hereinafter referred to as "the Services"; and

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

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

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

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

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

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

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

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Fifteen Thousand, Five Hundred Dollars (\$15,500.00) and reimbursable expenses.** This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and upon Consultant's background and experience with respect to projects of this nature. It is recognized, however, that neither Consultant nor the Board has control over the cost of labor, materials or equipment, over contractors' method of determining costs for services, or over

competitive bidding, market or negotiating conditions. Accordingly, Consultant cannot and does not warrant or represent that the proposals or construction bids received will not vary from the cost estimates provided pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

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

Consultant:

Martin Riley Inc.
Attn: Aimee Shimasaki
221 West Baker Street
Fort Wayne, Indiana 46802

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

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

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

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

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

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

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

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

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

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

Martin Riley, Inc.

By: _____
Kyla Cox Deckard, President

Aimee Shimasaki, Architect

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

Scope of Services shall include

1. Internal / External Stakeholder input meeting
2. Opinion on Probable Cost
3. Complete an onsite evaluation of existing infrastructure / utilities to determine the impact or influence on the re-design of the building
4. Complete Construction / Engineering Drawings
 - A. Public areas must meet ADA requirements
 - B. Meet current code requirements
 - C. Consider best practices for Fire Station Design
 - D. Consider energy efficiency / sustainability
 - E. Provide for workforce diversity considerations
5. Outline plans for construction management or project management if awarded.
6. Representation at any internal staff / Board meetings to assist City Staff with project explanations

EXHIBIT B
COMPENSATION

Compensation will be as follows:

A fee of Fifteen Thousand, Five Hundred Dollars (\$15,500.00) plus reimbursable expenses attributable to your project.

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

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

**EXHIBIT D
KEY PERSONNEL**

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

Position / Responsibility

Name

Architect- responsible for document and drawing preparation

Aimee Shimasaki

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

Printed Name and Title

Signature

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public Signature

Notary Public Printed Name

My Commission Expires: _____ Commission #: _____

County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20_____.

Martin Riley Inc.

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public Signature

Notary Public Printed Name

My Commission Expires: _____ Commission #: _____

County of Residence: _____



Board of Public Works Staff Report

Project/Event: Contract with Harrell-Fish, Inc. for Installation of Incinerator at Animal Care & Control

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: November 24, 2020

This contract is for the removal of the old incinerator and installation of the new incinerator at Animal Care & Control. The incinerator is being purchased separately. Three quotes were solicited for the project. Harrell-Fish, Inc. and Commercial Service both submitted quotes. AirMaster, Inc. was solicited, but chose not to submit a price. Their quotes were as follows:

Harrell-Fish, Inc	\$27,850.00
Commercial Service, Inc.	\$40,000.00
AirMaster, Inc.	Unresponsive

Staff recommends awarding the contract to Harrell-Fish, Inc. not to exceed \$27,850.00.

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
HARRELL-FISH, INC.
FOR
INSTALLATION OF INCINERATOR AT ANIMAL CARE & CONTROL

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for Installation of incinerator at Animal Care & Control , (more particularly described in Attachment A, "Scope of Work"); and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 150 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

2.02 It is hereby understood by both parties that time is of the essence in this Agreement. Failure of CONTRACTOR to complete all work as herein provided will result in monetary damages to CITY. It is hereby agreed that CITY will be damaged for every day the work has not been performed in the manner herein provided. The CITY, at its sole discretion, may withhold monies otherwise due CONTRACTOR. It is expressly understood by the parties hereto that these damages relate to the time of performance and do not limit CITY's other remedies under this Agreement, or as provided by applicable law, for other damages.

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Twenty-Seven Thousand, Eight Hundred Fifty Dollars (\$27,850.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

4.02 **Retainage Amount** The escrow agent, Owner and Contractor shall enter into a written escrow agreement. Under that agreement, the Owner shall withhold five percent (5%) of the dollar value of all work satisfactorily completed until the Contract work is complete. The escrow agent shall invest all escrowed principal in obligations selected by the escrow agent. The escrow agent shall be compensated for the agent's services by a reasonable fee, agreed upon by the parties, that is comparable with fees charged for the handling of escrow accounts of similar size and duration. The fee shall be paid from the escrow income. The escrow agent's fee may be determined by specifying an amount of interest the escrow agent will pay on the escrowed amount, with any additional earned interest serving as the escrow agent's fee. The escrow agreement may include other terms and conditions as deemed necessary by the parties. However, if Contractor intends to receive a Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

5.02.02 If CONTRACTOR defaults or fails to fulfill in a timely and proper manner the obligations pursuant to this Agreement, CITY may, after seven (7) days' written notice has been delivered to CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to CONTRACTOR. In the alternative, CITY, at its option, may terminate this Agreement and take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by CONTRACTOR, and may finish the project by whatever method it may deem expedient, and if the such action exceeds the unpaid balance of the sum amount, CONTRACTOR or his surety, shall pay the difference to CITY.

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis) Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	\$1,000,000 per occurrence and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate
The Deductible on the Umbrella Liability shall not be more than	\$10,000

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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.

Breach of this covenant may be regarded as a material breach of the Agreement.

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

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

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

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

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

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

5.09 **Workmanship and Quality of Materials**

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

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

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

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

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

as Attachment B, affirming that CONTRACTOR shall maintain compliance with IOSHA requirements for excavations of at least five (5) in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Harrell-Fish, Inc.
Attn: J. D. Boruff, Facilities Director	Attn: Aaron Wagoner
401 North Morton Street	P.O. Box 1998
Bloomington, Indiana 47404	Bloomington, Indiana 47402

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 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 swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Harrell-Fish, Inc.

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

FLUID COOLER REPLACEMENT AND TEMPORARY FLUID COOLER AT CITY HALL

This project shall include, but is not limited to:

Inclusions

- Disconnect existing piping to existing incinerator and between each section of the incinerator.
- Remove roof of existing building housing incinerator.
- Transport both sections of incinerator to disposal site. Incinerator will be disposed of safely by a licensed environmental company.
- Install both sections of new incinerator (owner furnished).
- Furnish and install all necessary piping to new incinerator and between sections of the incinerator.
- Leak test piping.
- Install existing lumber on existing structure.
- Furnish and install new plywood deck.
- Furnish and install new metal on top of plywood deck.
- Crane Lift.

Exclusions

- Electrical Work.
- Overtime/Shift Work.
- Sales Tax.

ATTACHMENT 'B'

AFFIDAVIT IN COMPLIANCE WITH INDIANA CODE 36-1-12-20 TRENCH SAFETY SYSTEMS; COST RECOVERY

STATE OF INDIANA)
) SS:
 COUNTY OF _____)

AFFIDAVIT

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

1. The undersigned is the _____ of
 _____ of
 _____ of

 (job title)

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

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

Method of Compliance (Specify) _____

 Signature

 Printed Name

Date: _____, 20__

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

Commission Number

ATTACHMENT D

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 _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name

Commission Number



Board of Public Works Staff Report

Project/Event: Purchase ReCollect Digital Recycling Education Software

Petitioner/Representative: Public Works Department

Staff Representative: Adam Wason, Public Works Director

Meeting Date: November 24, 2020

The ReCollect software system provides digital recycling education and outreach to the public through enhanced website tools and features for the municipal sanitation industry. Similar to other communities nationwide, the City of Bloomington is facing changes in the international recycling market. As a result, the Sanitation Division must maintain 'clean recycling' during the collection process, with only proper recyclable materials entering the recycling stream (via avoiding the placement of any non-recyclable items or trash in recycling containers). The ReCollect software will provide the public with convenient recycling educational information and content, as well as make several regular sanitation services more easily accessible.

There is a wide suite of options available, but staff are specifically interested in only purchasing the following three ReCollect software modules:

- **Collection Calendar:** Residents can access the calendar from a website tool and easily find their collection schedule. They can also subscribe to receive collection day reminders and notifications via e-mail, text message, or an automated phone call.
- **Special Collection:** A tool that allows residents to self-schedule on-line for additional services (i.e. bulky items, appliances, or extra weekly pick-ups).
- **Waste Wizard:** Provides real-time, searchable and specific instructions on how people should dispose of any material (essentially, what's trash and what's recyclable).

Staff has contacted other municipalities that are currently using the system and it has a proven capability to reduce redundant phone calls for basic collection information (holidays, days of service, etc.), reduces the amount of non-recyclable materials being placed into recycling containers and streamlines the process for residents to more easily schedule their additional service options.

Quoted Price: \$11,508.15

Staff recommends the purchase of the ReCollect software system.

Recommend Approval Denial by: Adam Wason

Board of Public Works Staff Report



SUBSCRIPTION SERVICES AGREEMENT

SourceWell (formally NJPA) Awarded Contract #041217-RCS

1. Agreement

This Subscription Services Agreement (this "Agreement") is made as of the Effective Date set forth below between RECOLLECT SYSTEMS INC., a British Columbia company having an address at Suite 528 - 3381 Cambie St., Vancouver BC V5Z 4R3, Canada ("ReCollect") and the Customer set forth under Section 2 below and includes: (a) Sections 1-6 of this Subscription Service Agreement (the "Cover Pages"); (b) the Schedule entitled "General Terms and Conditions"; (c) each other schedule listed in Section 5 below (and all service terms and conditions set forth therein) or subsequently entered into by the parties (together with the General Terms and Conditions, the "Schedules"); and (d) all order forms issued and accepted hereunder (each, an "Order Form"). Each service ("Service") provided hereunder shall be the subject of a Schedule (a "Service Schedule") that shall include a description of such Service and any additional terms and conditions applicable to such Service. After the Effective Date, the parties may include additional Services by attaching new Service Schedules and Order Forms. Each such Service Schedule shall be effective on the date specified in the applicable Order Form (or if not specified, on the date the applicable Order Form is signed by both parties). The General Terms and Conditions shall apply until the last expiration date of any Service Schedule or Services offered under this Agreement.

Effective Date: December 1st, 2020
Termination Date: November 30th, 2021
Contract Number: 2021106v02
Initial Subscription Amount: \$11,508.15
One-time Fees: N/A
Population <100,000

2. Customer Information

Customer: City of Bloomington, Indiana
Contact Name: Michael Large
Contact Title: Operations Manager
Address: 401 N Morton, Suite 120
City, State/Province, Zip/Postal Code: Bloomington, IN 47404
Phone: (812) 349 3410
Email: largem@bloomington.in.gov
SourceWell Member Number 1441

3. Billing Information

Contact Name: Nate Nickel
Contact Title: Business Manager
Billing Address: 401 N Morton, Suite 120
City, State/Province, Zip/Postal Code: Bloomington, IN 47404
Phone: (812) 349 3410
Email: nickeln@bloomington.in.gov

4. ReCollect Information

Address: ReCollect Systems Inc.
 Suite 528 - 3381 Cambie St.
 Vancouver, BC, V5Z 4R3, Canada

Contact Name: Luke Closs

Phone: 1-888-291-0604 x304

Email: contracts@recollect.net

5. Schedules

- List of included Schedules:**
- A. General Terms and Conditions
 - B. Order Form
 - C. Service Schedule
 - D. Special Conditions

6. Authorization

Customer acknowledges that it has read and understands this Agreement.

This Agreement is executed as of the Effective Date by authorized representatives of Customer and ReCollect:

RECOLLECT SYSTEMS INC.

CITY OF BLOOMINGTON, INDIANA

Signature: _____

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

SCHEDULE A: GENERAL TERMS AND CONDITIONS

1. **INTERPRETATION**

- 1.1. Defined terms set forth on the Cover Pages apply to these General Terms and Conditions and each of the Schedules.
- 1.2. All references to dollars or "\$" in this Agreement refer to US dollars, if the Customer's address as set forth on the Cover Pages is not within Canada, or to Canadian dollars, if the Customer's address as set forth on the Cover Pages is within Canada.
- 1.3. In these General Terms and Conditions, reference to a section or article refers to a section or article of these General Terms and Conditions unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender and neutral forms of such words, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms "hereof," "herein," "hereto," "hereunder" and derivative or similar words refer to this entire Agreement, (iv) references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection, (v) references to any Person include the successors and permitted assigns of such Person and (vi) references from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends and such phrase shall not mean simply "if."
- 1.4. In this Agreement:
- "Action"** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.
- "Affiliate"** means any entity controlling, controlled by or under common control with a party (in each case whether directly or indirectly) where "control" means the ownership of greater than 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity.
- "API"** means the application programming interface of ReCollect, which may be used to interact with the ReCollect Platform from third-party software applications.
- "App Store Addendum"** means the App Store Addendum, if any, attached to and forming part of this Agreement.
- "Business Day"** means any day of the year, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.
- "Confidential Information"** means all information disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. ReCollect's Confidential Information includes the ReCollect Platform, and each party's Confidential Information includes its business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.
- "Customer Content"** means (i) all Intellectual Property created, acquired, or licensed by the Customer or its Representatives and provided to ReCollect or distributed by the Customer or its Representatives via the ReCollect Platform; (ii) any other materials or information (including any documents, data, graphics, images, text and content) provided by or on behalf of Customer or any User to the extent prepared without any contribution by ReCollect; and (iii) any modifications, enhancements, adaptations or derivative works of any of the foregoing.
- "Customer Data"** means all proprietary and confidential data provided by the Customer for use, storage, or access by ReCollect in the course of providing the Services, and/or any data created or made available to ReCollect by Users.

"Damages" means any losses, liabilities, damages or out-of-pocket expenses (including reasonable legal fees and expenses).

"Effective Date" means the Effective Date set forth on the first page of this Agreement.

"Intellectual Property" means any domestic or foreign intellectual property, registered or unregistered, including patents, copyrights, designs, trade-marks, trade names, business names, corporate names, inventions, trade secrets, proprietary and non-public business information, Confidential Information, know-how, methods, processes, technology, software, data, schematics, content, specifications, graphics, photos, logos, artwork and documentation relating to any of the foregoing.

"Fees" has the meaning given in Section 5.1.

"Governmental Authority" means any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Law" means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, order or other requirement or rule of law of any Governmental Authority.

"Personal Information" means any information about an identifiable individual collected by ReCollect in the course of providing the Services (other than the name, title and business contact information of the Customer's Representatives).

"Population" means the population within the municipality, region or other area served by the Customer in the course of the Customer's waste collection service.

"ReCollect Content" means any Intellectual Property created, acquired, or licensed by ReCollect and included in the ReCollect Platform and/or the Services, other than Customer Content.

"ReCollect Materials" means the ReCollect Platform, the ReCollect Content, the ReCollect Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by ReCollect in connection with the Services or otherwise comprise or relate to the Services, the ReCollect Platform or the ReCollect Systems. For the avoidance of doubt, ReCollect Materials do not include Customer Content.

"ReCollect Systems" means the information technology infrastructure used by or on behalf of ReCollect in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by ReCollect or through the use of third-party services.

"ReCollect Platform" means ReCollect mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that ReCollect provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Renewal Term" has the meaning given in Section 4.2.

"Representative" means, with respect to a party, any employee, contractor (excluding the other party), agent or representative of a party.

"Service Critical Incidents" means any defect in the ReCollect Platform that significantly impairs the Customer's ability to use the ReCollect Platform.

"Services" has the meaning given in Section 1 of the Cover Pages.

"Service Address" means a residential or business address served by the Customer in the course of the Customer's waste collection service.

"Taxes" has the meaning given in Section 5.5.

"Term" has the meaning given in Section 4.2.

"Termination Date" has the meaning given in Section 1 of the Cover Pages.

"Unavoidable Event" means, in respect of a party, any event beyond the reasonable control of such party, including acts of God, flood, labor disturbances, earthquakes, storms, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, restraint by government body, or default by a third party internet, infrastructure or service provider.

"User" means an end user of the Services.

"Waste Wizard" means the functionality in the ReCollect Platform that allows a customer to search by item to determine the correct way to dispose of the item.

2. SERVICES

- 2.1. ReCollect will provide the Services set forth in each Order Form to Customer and its authorized Users during the Term in accordance with the terms and conditions set forth in this Agreement and in accordance with the description of the Services in the applicable Service Schedule.
- 2.2. ReCollect hereby grants, and Customer hereby accepts, a limited and non-exclusive license to use the ReCollect Platform during the Term upon the terms and conditions specified in this Agreement.
- 2.3. Customer will reasonably cooperate with and assist ReCollect in order to coordinate the performance of ReCollect's obligations under this Agreement, including by furnishing all Customer Data and Customer Content reasonably requested by ReCollect.

3. APP STORE MANAGEMENT

- 3.1. If necessary in order to perform the Services, ReCollect and Customer will comply with the terms and conditions of the App Store Addendum (if any) in relation to management of app store accounts as part of the Services.

4. TERM

- 4.1. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue for an initial term expiring on the Termination Date.
- 4.2. This Agreement shall automatically renew on the Termination Date or the last day of the then-current Renewal Term for additional one (1) year periods (each a **"Renewal Term"**), unless a party provides written notice of termination to the other party at least 30 days before the Termination Date or the end of the then-current Renewal Term, as applicable (in which case this Agreement will terminate on the Termination Date or at the end of the then-current Renewal Term, as applicable). The **"Term"** shall mean the initial term beginning on the Effective Date and ending on the Termination Date together with any Renewal Terms.

5. FEES AND PAYMENT TERMS

- 5.1. **Fees.** Customer will pay to ReCollect the fees set forth in each Order Form (the **"Fees"**). Payment obligations are non-cancellable and Fees paid are non-refundable except as expressly provided herein. Quantities purchased cannot be decreased during the Term.
- 5.2. **Service Addresses or Population.** ReCollect sets its Fees based on the number of Service Addresses of the Customer or the Population of the Customer's service area as applicable. To the extent that Customer uses the Services for a number of Service Addresses or Population in excess of the number of Service Addresses or Population specified on the Cover Pages (as may be updated by subsequent Order Forms from time to time), ReCollect will be entitled to increase the Fees proportionately upon written notice to the Customer.
- 5.3. **Inflation.** The Fees will increase on each one year anniversary of the Effective Date by the rate of CPI inflation as defined by the United States Bureau of Labor Statistics (if Customer's address as set forth on the Cover Pages is not within Canada) or as defined by Statistics Canada (if Customer's address as set forth on the Cover Pages is within Canada).
- 5.4. **Payment terms.** ReCollect will invoice Customer annually in advance in respect of the Fees due upon signing this Agreement for the first year of the Term. Subsequent invoices will be sent for each subsequent year of the Term. Payment will be due 30 days following receipt of ReCollect's invoice. Customer is responsible for providing ReCollect with complete and accurate billing and contact information and notifying ReCollect of any changes to such information.
- 5.5. **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, **"Taxes"**). Customer is responsible for paying all Taxes associated with its purchase of Services. If ReCollect has the obligation to pay or collect Taxes for which Customer is responsible under this Section 5.4, ReCollect will invoice Customer for the amount of the Taxes and Customer will pay the amount to ReCollect unless it first provides ReCollect with a valid tax exemption certificate authorized by the appropriate taxing authority.

- 5.6. **Overdue charges.** ReCollect has the right to apply an overdue fee of 1.5% per month (equivalent to 19.6% per year) to accounts which undisputed amounts are not paid by the due date.
- 5.7. **Suspension of service.** If any undisputed amounts owing by Customer are 60 or more days overdue, ReCollect may, without limiting its other rights and remedies, suspend its provision of ReCollect Services to Customer until such amounts are paid in full.
- 5.8. **Payment Disputes.** ReCollect will not exercise its rights under Sections 5.6 and 5.7 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.9. **Credit Card payments.** There is a 2.5% handling charge for accepting payment by credit card for invoices.
- 5.10. **Fees for Renewal Terms.** The applicable Fees for any Renewal Term will be mutually agreed to by the parties before the start of the Renewal Term. If the parties do not come to agreement as to the appropriate Fees, the Fees in place immediately prior to the commencement of the Renewal Term will continue to apply (subject to Sections 5.2 and 5.3) until the parties come to agreement, or, at ReCollect's option, this Agreement may be terminated upon notice to the Customer by ReCollect.

6. **INTELLECTUAL PROPERTY RIGHTS**

- 6.1. Title to the ReCollect Materials (excluding any Customer Content incorporated therein) shall at all times remain with ReCollect or its third party licensors as applicable. Customer acknowledges that the Services and the ReCollect Materials are proprietary to ReCollect and that all rights thereto are owned by ReCollect or its third party licensors as applicable. The Customer further acknowledges that the ReCollect Materials contain trade secrets of ReCollect and that the ReCollect Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the ReCollect Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the ReCollect Platform.
- 6.2. Customer represents and warrants that it either owns or has permission to use the Customer Content, and it hereby grants ReCollect a limited and non-exclusive license to use the Customer Content during the Term in connection with the Services.
- 6.3. ReCollect represents and warrants that it either owns or has permission to use the ReCollect Content, and it hereby grants the Customer a limited and non-exclusive license to use the ReCollect Content during the Term in connection with the Services.
- 6.4. ReCollect further represents and warrants that the provision of the ReCollect Services will not infringe any third party intellectual property rights enforceable in Canada or the United States, provided that if ReCollect believes or it is determined that any part of the software comprising the ReCollect Services has or may have violated a third party's Intellectual Property Rights, ReCollect may choose to either modify the ReCollect Services to be non-infringing (while substantially preserving their utility) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ReCollect may terminate this Agreement without penalty other than to refund any portion of the Fees attributable to the period following the date of such termination.
- 6.5. The Customer hereby grants ReCollect a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the ReCollect Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or its Representatives relating to the Services and/or the ReCollect Platform.

7. **DATA SECURITY AND PRIVACY**

- 7.1. **Data Ownership.** The Customer shall retain all right, title and interest in and to the Customer Data. ReCollect shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and the ReCollect Platform (including, without limitation, data obtained as a result of analyzing the Customer Data and data derived therefrom), and ReCollect will be free to use such information and data to provide the Services, to improve and enhance the ReCollect Platform and for other development, diagnostic and corrective purposes for its internal business use. In no event shall ReCollect otherwise reproduce, sell, disclose, publicize or exploit Customer Data without the prior written consent of the Customer.
- 7.2. **ReCollect's obligations.**
- 7.2.1. In the course of providing the ReCollect Services, ReCollect may collect, use, store, retain, transfer, disclose and/or dispose of ("**Handle**" or "**Handling**") Personal Information.
- 7.2.2. ReCollect's Handling of Personal Information is subject to its "**Terms of Use**" (<https://policy.recollect.net/terms>) and "**Privacy Policy**" (<https://policy.recollect.net/privacy>) in effect from time to time, as posted to its website.

- 7.2.3. ReCollect shall not Handle Personal Information except in compliance with applicable privacy Laws. ReCollect is solely responsible for the use of Personal Information by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information. Without limiting the generality of the foregoing:
- (a) ReCollect shall use industry accepted practices to protect Personal Information in its custody or control against theft, loss and unauthorized use or disclosure.
 - (b) Whenever ReCollect transfers Personal Information over the internet, it will employ appropriate cryptographic protocols such as Transport Layer Security (TLS) encryption.
 - (c) ReCollect shall keep confidential all Personal Information and will not disclose Personal Information to third parties (which for clarity does not include its employees and agents, to the extent such persons require such Personal Information for the purpose of ReCollect's provision of the ReCollect Services), except as may be required by Law.
- 7.2.4. ReCollect will notify the Customer at the first reasonable opportunity, and in any event within 24 hours of becoming aware that any Personal Information has been stolen, lost, or accessed by unauthorized persons.
- 7.2.5. ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the Services is otherwise unavailable.
- 7.2.6. ReCollect shall grant the Customer one month of free service should the Services experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Customer 72 hours' notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.
- 7.2.7. Upon the Customer's request, ReCollect will immediately suspend or disable general access or the access of any specific persons to the Services, and, upon the Customer's request, restore such access. During the Term, and except as otherwise provided in this Agreement, ReCollect shall not suspend, disable, or restore such access without the Customer's consent.
- 7.2.8. Within 10 Business Days of the termination of this Agreement, ReCollect shall provide the Customer a copy of all Personal Information and written confirmation of the deletion of all Personal Information from all servers under its control.

7.3. Customer's Obligations

- 7.3.1. The Customer shall not Handle Personal Information except in compliance with applicable privacy Laws. The Customer is solely responsible for the use of Personal Information and the ReCollect Platform by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information.
- 7.3.2. The Customer shall take all reasonable measures to ensure that the ReCollect Platform is protected against use or access by unauthorized persons.
- 7.3.3. The Customer shall notify ReCollect at the first reasonable opportunity, and in any event within 24 hours if it becomes aware that any Personal Information accessible through the ReCollect Platform is stolen, lost, or accessed by unauthorized persons.
- 7.3.4. The Customer will not use the ReCollect Platform to store or transmit (i) unauthorized, infringing, libelous, or otherwise unlawful or tortious material, (ii) material in violation of third-party privacy rights, or (iii) code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses or malware. Customer acknowledges that the ReCollect Platform is a passive conduit for the transmission of Customer Content and ReCollect shall have no liability for any errors or omissions or for any material described in clauses (i) through (iii) of the previous sentence, or for any losses, Damages, claims, suits or other Actions arising out of or in connection with any Customer Content sent, accessed, posted or otherwise transmitted via the ReCollect Platform.
- 7.3.5. The Customer's access to the ReCollect Platform is subject to ReCollect's reasonable rules and restrictions in effect from time to time. ReCollect will provide the Customer notice in writing of any such rules and restrictions or changes thereto.

- 7.4. **Data Backup.** The Services do not include any backup of Customer Data and they do not replace the need for Customer to maintain regular data backups or redundant data archives. RECOLLECT HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.

8. CONFIDENTIALITY

- 8.1. **Required Disclosure.** Each party may disclose this Agreement and the terms hereof if and to the extent required by law. If permitted by law, the party so required to disclose this Agreement agrees to give the other party prior notice of any such disclosure.
- 8.2. **Protection of Confidential Information.** Neither party will use or disclose any Confidential Information of the other party except as expressly permitted by this Agreement. Each party will direct its Representatives to comply with this Section 8.2 and will be responsible for any breach of this Section 8.2 by its Representatives.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

- 9.1. Each party represents and warrants to the other party that:
- 9.1.1. it is a corporation or Governmental Authority formed and validly existing in the jurisdiction of its formation;
 - 9.1.2. it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;
 - 9.1.3. the execution of this Agreement by its Representative whose signature is set forth on the applicable execution pages hereof has been duly authorized by all necessary action on its part; and
 - 9.1.4. when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.
- 9.2. ReCollect represents, warrants and covenants to Customer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.
- 9.3. Customer represents, warrants and covenants to ReCollect that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by ReCollect and processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.
- 9.4. **DISCLAIMER OF CONDITIONS AND WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, SECTION 9.2 AND SECTION 9.3, ALL SERVICES AND RECOLLECT MATERIALS ARE PROVIDED "AS IS" AND RECOLLECT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND RECOLLECT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RECOLLECT MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR RECOLLECT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. INDEMNIFICATION

- 10.1. **ReCollect Indemnification.** ReCollect shall indemnify, defend and hold harmless Customer from and against any and all Damages incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate of Customer) to the extent that such Damages arise from any allegation in such Action that Customer's or a User's use of the Services (excluding Customer Data and Customer Content) in compliance with this Agreement infringes any third party's Intellectual Property rights. The foregoing obligation does not apply to any Action or Damages arising out of or relating to any:
- 10.1.1. access to or use of the Services or ReCollect Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by ReCollect;
 - 10.1.2. modification of the Services or ReCollect Materials other than: (i) by or on behalf of ReCollect; or (ii) with ReCollect's written approval in accordance with ReCollect's written specification; or

- 10.1.3. failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of ReCollect.
- 10.2. **Customer Indemnification.** Customer shall indemnify, defend and hold harmless ReCollect from and against any and all Damages incurred by ReCollect in connection with any Action by a third party (other than an Affiliate of ReCollect) to the extent that such Damages arise out of or relate to any:
- 10.2.1. Customer Data, including any Processing of Customer Data by or on behalf of ReCollect in accordance with this Agreement; or
- 10.2.2. ReCollect's use of Customer Content in providing the Services in accordance with this Agreement.
- 10.3. **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified under Section 10.1 or Section 10.2, as the case may be. The party seeking indemnification (the "Indemnitee") shall cooperate with the other party (the "Indemnitor") at the Indemnitor's sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnitee's failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.
- 10.4. **Mitigation.** If any of the Services or ReCollect Materials are, or in ReCollect's opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party's Intellectual Property rights, or if Customer's or any User's use of the Services or ReCollect Materials is enjoined or threatened to be enjoined, ReCollect may, at its option and sole cost and expense:
- 10.4.1. obtain the right for Customer to continue to use the Services and ReCollect Materials materially as contemplated by this Agreement;
- 10.4.2. modify or replace the Services and ReCollect Materials, in whole or in part, to seek to make the Services and ReCollect Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and ReCollect Materials, as applicable, under this Agreement; or
- 10.4.3. by written notice to Customer, terminate this Agreement with respect to all or part of the Services and ReCollect Materials, and require Customer to immediately cease any use of the Services and ReCollect Materials or any specified part or feature thereof, provided that, if such termination occurs, Customer will be entitled to a refund of any portion of the previously paid Fees attributable to the period following the date of such termination.
- 10.5. THIS SECTION 10 SETS FORTH CUSTOMER'S SOLE REMEDIES AND RECOLLECT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER HEREOF (INCLUDING THE SERVICES AND RECOLLECT MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.
11. **LIMITATION OF LIABILITY**
- 11.1. **MUTUAL LIMITATION OF LIABILITY.** NEITHER PARTY'S LIABILITY WITH RESPECT TO THIS AGREEMENT WILL EXCEED ONE MILLION DOLLARS (\$1,000,000). THE ABOVE LIMITATION APPLIES WHETHER AN ACTION IS UNDER CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY.
- 11.2. **EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES.** IN NO EVENT SHALL RECOLLECT BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, OR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION ARISING OUT OF THE OPERATION OF OR INABILITY TO OPERATE THE SERVICES OR THE RECOLLECT PLATFORM. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
12. **TERMINATION**
- 12.1. **Termination.** In addition to any other express termination right set forth elsewhere in this Agreement:

12.1.1. ReCollect may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 60 days after ReCollect's delivery of written notice thereof.

12.1.2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:

(a) is incapable of cure; or

(b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

12.2. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) ReCollect shall immediately cease all use of any Customer Data or Customer's Confidential Information and

(i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and

(ii) erase all Customer Data and Customer's Confidential Information from the ReCollect Systems;

(c) Customer shall immediately cease all use of any Services or ReCollect Materials and

(i) promptly return to ReCollect, or at ReCollect's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any ReCollect Materials or ReCollect's Confidential Information; and

(ii) erase all ReCollect Materials and ReCollect's Confidential Information from all computer systems that Customer directly or indirectly controls;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:

(i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable Law;

(ii) ReCollect may retain Customer Data in its then current state and solely to the extent and for so long as required by applicable Law;

(iii) Customer may retain ReCollect Materials in its then current state and solely to the extent and for so long as required by applicable Law;

(iv) ReCollect may also retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course; and

(v) all information and materials described in this Section 12.2(d) will remain subject to all confidentiality, security and other applicable requirements of this Agreement;

(e) ReCollect may disable all Customer and User access to the Services and ReCollect Materials;

(f) if Customer terminates this Agreement under Section 12.1.2, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and ReCollect will refund to Customer all Fees paid in advance for Services that ReCollect has not performed as of the effective date of termination; and

(g) if ReCollect terminates this Agreement under Section 12.1.1 or Section 12.1.2, all Fees that would have become payable had this Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of ReCollect's invoice therefor.

12.3. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 6, Section 7, Section 8, Section 11, Section 12 and Section 13.

13. **EMERGENCY NOTIFICATIONS**

- 13.1. Customer covenants and agrees that it has and will maintain primary safety and emergency response procedures, including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "**First Responders**"). Customer acknowledges and agrees that ReCollect is not a First Responder, and that the ReCollect Services do not serve as a substitute for Customer's own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the ReCollect Services.
14. **GENERAL**
- 14.1. **Notices.** Any notice required or permitted to be given to the parties by this Agreement or by Law may be delivered to the intended recipient at its address or e-mail address set forth on the Cover Pages. Any party may change its address for notice from time to time by notice given in accordance with the foregoing, and any subsequent notice shall be sent to such party at its changed address.
- 14.2. **Assignment.** Neither party may transfer or assign its rights and obligations under this Agreement without obtaining the other party's prior written consent except to an Affiliate of such party (in which case, the party will remain liable for such Affiliate's actions or omissions) or to a purchaser of all or substantially all of such party's assets, securities or business.
- 14.3. **Amendments and Waivers.** This Agreement may not be modified or amended except by written agreement. No provision of this Agreement may be waived except in writing by the party providing the waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 14.4. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with herein. All previous agreements, understandings, and representations, whether written or oral, between the parties have been superseded by this Agreement. For greater certainty, the Customer warrants that it has not relied on any representation made by ReCollect which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by ReCollect.
- 14.5. **Governing Law.** This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the state or province of the Customer as set forth under "Customer Information" on the Cover Pages.
- 14.6. **Relationship of the parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.
- 14.7. **Unavoidable Events.** No party will be regarded as being in default in performance of any obligations under this Agreement, or liable for any Damages, if such party is delayed or hindered in the performance of, or unable to perform, such obligations, or such Damages arise, as a consequence of an Unavoidable Event.
- 14.8. **Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.
- 14.9. **Execution.** This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

End of General Terms and Conditions

SCHEDULE B: ORDER FORM

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Collection Calendar	SWR-PRD-CAL-STD	1	\$3,950.00 / year	\$3,753.00 / year after \$197.00 discount for 1 year
Special Collection	SWR-PRD-COL-STD	1	\$7,950.00 / year	\$7,553.00 / year after \$397.00 discount for 1 year
Waste Wizard	SWR-PRD-WIZ-STD	1	\$2,350.00 / year	\$2,233.00 / year after \$117.00 discount for 1 year
Website Tool	SWR-OPT-WEB-STD	1	\$0.00 / year	\$0.00 / year for 1 year
Essential Success Package	SCS-PKG-ESS	1	\$0.00 / year	\$0.00 / year for 1 year
Subtotals				
Annual subtotal				\$13,539.00 after \$711.00 discount
Other Fees				
Bundle				-\$2,030.85
Total				\$11,508.15

SCHEDULE C: SERVICE SCHEDULE

Collection Calendar

SWR-PRD-CAL-STD

- Schedule look-up tool:
 - People can search for their collection schedule by entering their address.
 - Predictive search allows for various address formats.
 - Schedules can shift to account for holidays and can handle any level of complexity.
 - Schedules can show multiple configured collection types, such as recycling, yard waste, organics, or Christmas tree collection.
 - Schedules can display other events, such as household hazardous waste days.
 - Schedules can be address-specific, allowing cities to show different collection schedules or options for residential and multi-family addresses.
 - Searched addresses that are in neighboring municipalities can generate a custom message with hyperlink directing those people to the responsible authority.
- Reminders and print calendars:
 - People can sign up for collection day reminders via email, Twitter, text message (with Text Messaging add-on), mobile app notification (with the Mobile App add-on), or an automated phone call.
 - Schedules can be embedded into Outlook, Apple Calendar, or Google Calendar.
 - Reminders can shift to account for holidays.
 - Free printer-friendly collection calendars unique for every address.
 - Include custom branding on notifications: use your logo, background image, color palette to shape the look and feel and reinforce your brand.
- Campaigns:
 - Add educational content to reminders, the Website Tool and Mobile App.
 - Let people know about upcoming events, common mistakes or other informative content that can help increase recycling, lower support calls and reduce contamination.
 - Educational campaigns can target people in certain collection routes.
- Service alerts:
 - Send out notifications about collection delays, or other important announcements.
 - Send service alerts to everyone enrolled in reminders, or filter by collection route or a geographic location drawn on a map.
- Proactive calendar updates:
 - Optionally, we can provide calendars for each upcoming year for you to approve.
 - Unapproved calendars are not visible to people until you decide they are correct.
- Admin console:
 - Activity and reporting dashboard - get detailed stats about how people are using ReCollect.
 - Easily update the collection schedule anytime with drag and drop interface.
 - Add new streams or events.
 - Add educational content to reminders at any time - let people know about upcoming events, common mistakes, or other important information.
 - Activity reports are emailed to you monthly, and you can check the live dashboards anytime.
- Process during onboarding:
 - You provide:
 - Address, route, and schedule data that conforms to the data format in our [Data Guide](#).
 - Additional data support with our [Data Transformation Services Package](#).
 - Any other relevant information we may request.
 - We provide:

- An import of your data, setting up your system so people can search for their addresses and find information specific to their location.
- A kickoff call, and meetings throughout the implementation.
- Administrator training.

Waste Wizard

SWR-PRD-WIZ-STD

- Waste Wizard material search:
 - People easily search for how to dispose of different materials.
 - “Fuzzy” search technology, meaning that results are returned regardless of any typos or misspellings.
 - Pre-existing database of thousands of items to help you get started.
 - You can add, modify, and delete items and their instructions at any time.
 - You can create “aliases” for materials that have more than one name (e.g. soda and pop).
- Drop-off guide:
 - Include drop-off locations and the items that they accept.
 - Locations can be sorted by actual driving distance from your home (if an address was provided).
 - Locations are shown on a map with estimated driving times.
 - Optionally add a tab to the Website Tool which lists all drop-off locations on a single map.
- Admin console:
 - Access activity and reporting dashboard - get detailed stats about:
 - usage,
 - most searched for items, and
 - items searched for that are not in the wizard (so they can be added).
 - Update the wizard, including:
 - Adding or editing items, setting their stream (trash, recycling, drop-off location, bulk collection, etc.)
 - Set special instructions for each item.
 - The list of drop-off locations, transfer stations, and landfills.
 - Customize content to include a map with location results and hours of opening.
 - Add “synonyms” to items so that local variations in terminology, along with common spelling mistakes and typos will give the correct result.
 - Download a monthly activity report, or have it automatically emailed to you.
- Process during onboarding:
 - You provide:
 - Details defining the requirements of the Waste Wizard tool, including how materials are disposed of in your area.
 - Any other relevant information we may request.
 - We provide:
 - Creation of a waste wizard with specific instructions on how people should dispose of materials in your area.
 - Inputting all locations.
 - Default content and imagery for waste materials.
 - A kickoff call, and meetings throughout the implementation.
 - Administrator training.

Special Collection

SWR-PRD-COL-STD

- Enable people to schedule and pay online for special collections, such as bulky items, household hazardous waste, yard waste, and anything else that is not collected as part of the standard curbside collection.

- Allow people to select a preferred collection date, or automatically select one based on a person's collection schedule or geographic location.
- Optionally, allow people to choose the item(s) from a list of allowed items in your collection program.
- Restrict the booking of special collections by:
 - the number of collections available per day, month, or year,
 - certain routes or geographies, or
 - the number of items per booking.
- Collect additional contact information along with the special collection request, such as the name, email, phone number, account number, and address.
- People can make an online credit card payment directly through ReCollect's Special Collection tool, via a Stripe payments integration. People will also receive an email confirmation of the order.
- Set a deadline for cancelling special collections.
 - This can be specified as cutoff time either one or two days before the collection occurs.
- People will receive reminders in advance of the day their special collection is scheduled.
 - Prompt people with an appropriate window of time to cancel so that trucks do not make wasted trips.
- Receive a daily dispatch report with all special collections requested for the current or next day, including:
 - contact information,
 - the address where the collection should occur, and
 - the item(s) needing collection.
- Integrate Special Collection with your ticketing system (with the purchase of the Platinum Support package), so that requests are created as tickets in your existing ticketing system.
- Process during onboarding:
 - You provide:
 - Details defining the requirements of the Special Collection tool.
 - Your address data, if we don't already have it.
 - Any other relevant information we may request.
 - If payments are enabled:
 - Create a Stripe account and connect it to the ReCollect platform (or link your existing Stripe account to ReCollect).
 - Process any refunds directly through Stripe.
 - Agree to a nominal convenience fee that will be deducted from transactions, in addition to Stripe processing fees.
 - We provide:
 - An initial configuration of the Special Collection tool, including rules around when and how requests can be made
 - A kickoff call, and meetings throughout the implementation.
 - Administrator training.

Website Tool

SWR-OPT-WEB-STD

- The Website Tool can be embedded on multiple websites, including your Facebook page and neighborhood or community websites.
- It adapts mobile web browsers giving people the best experience for their screen size.
- Need Help:
 - People can select from a list of common help topics.
 - People can learn how to solve problems by themselves or report them as tickets.
 - Tickets can be automatically forwarded by email, or into a 3-1-1 system (with the Platinum Support Package).
- Custom branded:
 - We can configure the Website Tool to use your color palette and fonts, so that it matches the look and feel of your website.

- We can create multiple themes so that the Website Tool has a different color palette on each website you embed the Website Tool on.
- Configurable languages:
 - Display all content within the Website Tool in any of our supported languages:
 - Spanish
 - Korean
 - Khmer
 - Simplified Chinese
 - French
 - German
 - Czech
 - Haitian Creole
 - Hungarian
 - Japanese
 - Portuguese
 - Punjabi
 - Russian
 - Vietnamese
- Accessibility:
 - Exceeds WCAG 2.1 Level AA and any other regulatory or legal accessibility compliance requirements for people with disabilities, and it is regularly audited by a certified accessibility auditor.
- Compatibility:
 - The Website Tool has been successfully embedded into many CMS systems (e.g. CivicPlus, Civica, Drupal, Granicus, WordPress, Google Sites etc.), and we have never encountered a website that we cannot work with.
 - We also provide specialized plugins for WordPress and Google Sites.
 - Although unlikely, if any challenges arise with embedding the Website Tool, we will help by working with your CMS or website provider.
- Process during onboarding:
 - You provide:
 - Details defining the requirements for the Website Tool.
 - We provide:
 - A small HTML snippet that you can place on your website.
 - Place the snippet on as many pages and sites as you want, and the Website Tool will appear in its place.
 - The ReCollect Promotion Guide to help you promote your new tools.

Essential Success Package

SCS-PKG-ESS

- Support hours:
 - Up to 20 hours per year of dedicated ReCollect staff time, including industry and technical experts.
 - Work generally fulfilled within 15 business days.
 - Answers to general questions within two business days.
- Includes:
 - Onboarding:
 - Consultation to understand your program and goals.
 - Custom branding and styling.
 - Helping you launch your custom branded and configured tools.
 - Configuration changes:

- Changing your collection schedule.
- Language updates.
- Campaign alert setup.
- Success strategy:
 - Kickoff with a personalized Communications Plan.
 - Semi-annual check-in calls and training to optimize your evolving goals.
 - Metrics analysis and benchmarking.
- ReCollect Academy:
 - Access our growing library of online training videos, webinars and templates.
- Maintenance:
 - 24/7 uptime and performance monitoring.
 - Email support 6am-5pm PST on business days.
 - Regular annual security audits with a third-party auditor.
 - Accessibility compliance with all relevant privacy laws, including GDPR.
- End-user requests:
 - Generally responded to or forwarded within 2 business days.
 - Certain categories can be immediately forwarded automatically.

SCHEDULE D: SPECIAL TERMS AND CONDITIONS

These special terms and conditions supersede any inconsistent terms in the general terms and conditions.

Modify:

1. Section 5.4 to be replaced with: **Payment terms.** ReCollect will invoice Customer annually in advance in respect of the Fees due upon signing this Agreement for the first year of the Term. Subsequent invoices will be sent for each subsequent year of the Term. Payment will be due 45 days following receipt of ReCollect's invoice. Customer is responsible for providing ReCollect with complete and accurate billing and contact information and notifying ReCollect of any changes to such information.
2. Section 5.6 to be removed.

Add:

1. **Appropriation of Funds:** Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty.
2. **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.



Board of Public Works Claim Register

Invoice Date Range 10/31/20 -
11/25/20

Vendor	Invoice Description	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-tape, markers, notepads		11/13/2020	18.97
6530 - Office Depot, INC	01-masking tape, name badges		11/25/2020	52.25
6530 - Office Depot, INC	01-duck tape		11/25/2020	10.59
	Account 52110 - Office Supplies Totals		Invoice 3 Transactions	\$81.81
Account 52210 - Institutional Supplies				
4136 - C. Specialties, INC	01-cat carriers for adoptions (400)-inc. s/h		11/13/2020	982.00
313 - Fastenal Company	01-trash bags, bleach, paper towels, soap-10/22/20		11/13/2020	442.75
313 - Fastenal Company	01-laundry detergent-10/15/20		11/13/2020	72.99
4586 - Hill's Pet Nutrition Sales, INC	01-feline/canine/kitten/puppy food-10/16/20		11/13/2020	527.27
4586 - Hill's Pet Nutrition Sales, INC	01-prescription food-canine/feline-10/16/20		11/13/2020	248.20
4586 - Hill's Pet Nutrition Sales, INC	01-Credit-undelivered food-10/6/20		11/13/2020	(13.59)
4586 - Hill's Pet Nutrition Sales, INC	01-prescription canine/feline food-9/25/20		11/13/2020	155.82



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11/25/20
(190.50)

4633 - Midwest Veterinary Supply, INC	01-CR-3Q-Partnership Program Rebate-10/9/20	11/13/2020	
4633 - Midwest Veterinary Supply, INC	01-syringes-10/13/20	11/13/2020	154.60
4633 - Midwest Veterinary Supply, INC	01-antiparasitics, surgery collars-10/16/20	11/13/2020	234.41
4633 - Midwest Veterinary Supply, INC	01-milk replacer-10/8/20	11/13/2020	66.27
4633 - Midwest Veterinary Supply, INC	01-vet collar, antibiotics, antifungal-10/16/20	11/13/2020	91.87
4633 - Midwest Veterinary Supply, INC	01-Feliway, exam gloves, antibiotics-10/13/20	11/13/2020	422.09
4137 - Patterson Veterinary Supply, INC	01-exam gloves, sedatives-10/13/20	11/13/2020	57.24
4137 - Patterson Veterinary Supply, INC	01-exam gloves-10/13/20	11/13/2020	37.50
5819 - Synchrony Bank	01-air horns	11/13/2020	29.36
5819 - Synchrony Bank	01-spray bottles	11/13/2020	16.98
5819 - Synchrony Bank	01-scale	11/13/2020	34.99
4666 - Zoetis, INC	01-supportive therapy, antibiotics, antiparasitics	11/13/2020	1,385.38
4549 - Kroger Limited Partnership I	01-rabbit food-kale, carrots-10/14/20	11/12/2020	8.76
4666 - Zoetis, INC	01-antibiotics-Cytopoint, Convenia	11/25/2020	606.76
4633 - Midwest Veterinary Supply, INC	01-milk replacer, vinyl exam gloves-10/29/20	11/25/2020	15.76
4633 - Midwest Veterinary Supply, INC	01-antibiotics, supportive therapies, vinyl exam gloves-11/2/20	11/25/2020	207.76
4633 - Midwest Veterinary Supply, INC	01-antiparasitics-Effipro Plus Dogs XL-11/2/20	11/25/2020	188.32
4633 - Midwest Veterinary Supply, INC	01-pet corrector-10/20/20	11/25/2020	126.00
4633 - Midwest Veterinary Supply, INC	01-antibiotics, supportive therapies, vinyl exam gloves-10/20/20	11/25/2020	498.48
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG-10/20/20	11/25/2020	88.23



Board of Public Works Claim Register

Invoice Date Range 10/31/20 - 11/25/20

4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves-LG & XL-11/2/20	11/25/2020	176.46
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten/puppy food-11/6/20	11/25/2020	381.50
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten/puppy food-10/30/20	11/25/2020	437.52
4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-10/13/20	11/25/2020	299.50
4574 - John Deere Financial (Rural King)	01-litter-10 40lb bags pellet bedding, chicken feed-10/27/20	11/25/2020	306.99
4574 - John Deere Financial (Rural King)	01-straw bales (2)-10/28/20	11/25/2020	13.98
313 - Fastenal Company	01-roll paper towels-10/30/20	11/25/2020	54.53
Account 52210 - Institutional Supplies Totals		Invoice 34 Transactions	\$8,166.18
Account 52340 - Other Repairs and Maintenance			
4574 - John Deere Financial (Rural King)	01-lime-10/13/20	11/25/2020	6.98
4574 - John Deere Financial (Rural King)	01-straw bales (2)-10/28/20	11/25/2020	13.98
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2 Transactions	\$20.96
Account 52420 - Other Supplies			
9523 - Freedom Business Solutions, LLC	01-toner waste collection bottle	11/25/2020	27.50
9523 - Freedom Business Solutions, LLC	01-black toner cartridge-HP laserjet	11/25/2020	98.00
Account 52420 - Other Supplies Totals		Invoice 2 Transactions	\$125.50
Account 53130 - Medical			
4666 - Zoetis, INC	01-FeLV tests, cat vaccine	11/13/2020	1,021.14
Account 53130 - Medical Totals		Invoice 1 Transactions	\$1,021.14
Account 53310 - Printing			



Board of Public Works Claim Register

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225.17

8002 - Safeguard Business Systems, INC	01-adoption packet labels		11/13/2020		
		Account 53310 - Printing Totals	Invoice 1 Transactions		<u>\$225.17</u>
Account 53510 - Electrical Services					
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4-10/6/20	BC 2010-23	11/02/2020		1,130.82
		Account 53510 - Electrical Services Totals	Invoice 1 Transactions		<u>\$1,130.82</u>
Account 53530 - Water and Sewer					
208 - City Of Bloomington Utilities	19-ACC-water/sewer bill - October 2020		11/12/2020		519.50
		Account 53530 - Water and Sewer Totals	Invoice 1 Transactions		<u>\$519.50</u>
Account 53540 - Natural Gas					
222 - Vectren	19-ACC-gas bill 10/2-11/3/20		11/16/2020		399.86
		Account 53540 - Natural Gas Totals	Invoice 1 Transactions		<u>\$399.86</u>
Account 53610 - Building Repairs					
321 - Harrell Fish, INC (HFI)	01-Service Call to look at faucets @ ACC	BC 2019-24	11/13/2020		225.00
321 - Harrell Fish, INC (HFI)	01-SA Repair of AC Unit @ ACC	BC 2019-23	11/13/2020		478.50
6500 - Air-Master Heating & Air Conditioning	19- SA Filters for ACC	BC 2019-35	11/25/2020		392.00
		Account 53610 - Building Repairs Totals	Invoice 3 Transactions		<u>\$1,095.50</u>
		Program 010000 - Main Totals	Invoice 49 Transactions		<u>\$12,786.44</u>
Program 010001 - Donations Over \$5K					
Account 53130 - Medical					
6529 - BloomingPaws, LLC	01-emergency visit, diagnostics-10/20/20		11/13/2020		184.48



Board of Public Works Claim Register

Invoice Date Range 10/31/20 - 11/25/20

6529 - BloomingPaws, LLC	01-HTW treatment-10/22/20	11/13/2020	126.99
175 - Monroe County Humane Association, INC	01-exams & diagnostics-10/27/20	11/13/2020	155.50
175 - Monroe County Humane Association, INC	01-office visit & medications-10/27/20	11/13/2020	8.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-spay/neuter surgeries, wound surgeries-10/27/20	11/13/2020	406.60
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics, surgeries-10/20/20	11/13/2020	1,062.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-office visit, antibiotics-10/16/20	11/13/2020	15.40
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-antibiotics-10/22/20	11/13/2020	27.02
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-emergency visit-11/6/20	11/25/2020	210.00
175 - Monroe County Humane Association, INC	01-urinalysis, surgery, x-ray-11/9 & 11/10/20	11/25/2020	502.49
175 - Monroe County Humane Association, INC	01-surgery, diagnostics, exam-11/3/20	11/25/2020	318.80
6529 - BloomingPaws, LLC	01-HTW treatments-10/28/20	11/25/2020	410.49
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 10/19-10/29/20	11/25/2020	2,608.00
Account 53130 - Medical Totals		Invoice 13 Transactions	\$6,035.77
Account 53160 - Instruction			
7221 - Dogs Playing for Life	01-DPFL Seminar-2 day training	11/25/2020	5,750.00
Account 53160 - Instruction Totals		Invoice 1 Transactions	\$5,750.00
Program 010001 - Donations Over \$5K Totals		Invoice 14 Transactions	\$11,785.77
Department 01 - Animal Shelter Totals		Invoice 63 Transactions	\$24,572.21

Department **02 - Public Works**

Program **020000 - Main**



Board of Public Works Claim Register

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Account 53320 - Advertising

129 - FedEx Office and Print Service, INC	02-Leaf Collection Coroplast Yard Signs		11/13/2020	1,246.73
		Account 53320 - Advertising Totals	Invoice 1	<hr/> \$1,246.73
			Transactions	
		Program 020000 - Main Totals	Invoice 1	<hr/> \$1,246.73
			Transactions	

Program 02RCVR - Recover Forward

Account 54310 - Improvements Other Than Building

6611 - Precision Concrete, INC	20- Trip hazard removal services	BC 2020-53	11/25/2020	50,000.00
		Account 54310 - Improvements Other Than Building Totals	Invoice 1	<hr/> \$50,000.00
			Transactions	
		Program 02RCVR - Recover Forward Totals	Invoice 1	<hr/> \$50,000.00
			Transactions	
		Department 02 - Public Works Totals	Invoice 2	<hr/> \$51,246.73
			Transactions	

Department 03 - City Clerk

Program 030000 - Main

Account 52110 - Office Supplies

9523 - Freedom Business Solutions, LLC	03-Front desk printer toner		11/25/2020	199.00
6530 - Office Depot, INC	03-Office supplies - facial tissues		11/25/2020	19.53
		Account 52110 - Office Supplies Totals	Invoice 2	<hr/> \$218.53
			Transactions	

Account 53910 - Dues and Subscriptions

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	03-Notice to Taxpayers of Hearing, Res 20-14		11/25/2020	752.64
20152 - Municipal Code Corporation	03-online code hosting 10/1/2020-9/30/2021		11/25/2020	200.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 2	<hr/> \$952.64
			Transactions	



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Program 030000 - Main Totals	Invoice 4	\$1,171.17
	Transactions	
Department 03 - City Clerk Totals	Invoice 4	\$1,171.17
	Transactions	

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53160 - Instruction**

932 - Indiana Assoc for Community (Prosperity Indiana)	04 - Real Estate Development Academy	11/25/2020	375.00
	Account 53160 - Instruction Totals	Invoice 1	\$375.00
		Transactions	

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	04 - 2020 HootSuite Monthly Subscription (ESD)	11/13/2020	5.99
3560 - First Financial Bank / Credit Cards	04 - 2020 GoDaddy.com Monthly Subscription (ESD)	11/13/2020	6.99
517 - Indiana Economic Development Association, INC	04 - IEDA Membership Renewal till 01/01/2022	11/25/2020	295.00
	Account 53910 - Dues and Subscriptions Totals	Invoice 3	\$307.98
		Transactions	

Account **53960 - Grants**

20295 - Humanetrix Foundation, INC	04 - The Combine Sponsorship - Annual Conference	11/13/2020	5,000.00
	Account 53960 - Grants Totals	Invoice 1	\$5,000.00
		Transactions	

Account **53970 - Mayor's Promotion of Business**

53005 - Menards, INC	04 - Supplies for Street Mural	11/13/2020	211.94
53005 - Menards, INC	04 - Supplies for Street Mural	11/13/2020	384.45
5684 - Sean M Starowitz	04 - Reimbursement for Supplies for Paper Exhibition Exhibit	11/13/2020	536.51
4443 - The Sherwin Williams Company	04 - Paint for Public Art BLM Street Mural	11/13/2020	942.60



Board of Public Works Claim Register

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35.05

5684 - Sean M Starowitz	04 - Reimbursement for Supplies for Street Mural from Walmart	11/25/2020	35.05
7532 - Christina Elem	04 - Street Mural Artist - Elem	11/25/2020	750.00
7533 - Raheem T R Elmore	04 - Street Mural Artist - Elmore	11/25/2020	750.00
Account 53970 - Mayor's Promotion of Business Totals		Invoice 7 Transactions	<hr/> \$3,610.55
Account 53990 - Other Services and Charges			
6515 - Green Camino, INC	04 - Monthly Composting Services (City, CBU, Transit)	11/13/2020	315.00
6515 - Green Camino, INC	04 - Monthly Composting Services (City, CBU, Transit)	11/25/2020	300.00
Account 53990 - Other Services and Charges Totals		Invoice 2 Transactions	<hr/> \$615.00
Program 040000 - Main Totals		Invoice 14 Transactions	<hr/> \$9,908.53
Department 04 - Economic & Sustainable Dev Totals		Invoice 14 Transactions	<hr/> \$9,908.53
Department 05 - Common Council			
Program 050000 - Main			
Account 53170 - Mgt. Fee, Consultants, and Workshops			
3560 - First Financial Bank / Credit Cards	05 - CLE - Workshop for Government Attorneys - Lucas-Lacy	11/13/2020	30.00
3560 - First Financial Bank / Credit Cards	05-Workshop for Government Attorneys	11/13/2020	30.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 2 Transactions	<hr/> \$60.00
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-9/1-9/30/20	11/13/2020	340.78
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-10/1-10/31/20	11/25/2020	340.78
Account 53910 - Dues and Subscriptions Totals		Invoice 2 Transactions	<hr/> \$681.56



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Program 050000 - Main Totals	Invoice 4	\$741.56
	Transactions	
Department 05 - Common Council Totals	Invoice 4	\$741.56
	Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53160 - Instruction**

3913 - Indiana League Of Municipal Clerks & Treasurers	06-2020 ILMCT District Meeteing - Virtual, Oct 28 & 29, Curran	11/13/2020	25.00
	Account 53160 - Instruction Totals	Invoice 1	\$25.00
		Transactions	

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

5648 - Reedy Financial Group, PC	06- Financial Planning Prep	11/25/2020	2,180.25
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 1	\$2,180.25
		Transactions	

Account **53990 - Other Services and Charges**

1352 - Cornerstone Planning & Design INC	18- Project Management	11/13/2020	5,789.90
5648 - Reedy Financial Group, PC	06 Financial Service TIF	11/25/2020	8,473.06
5648 - Reedy Financial Group, PC	06- Financial Planning Prep	11/25/2020	6,205.59
	Account 53990 - Other Services and Charges Totals	Invoice 3	\$20,468.55
		Transactions	
	Program 060000 - Main Totals	Invoice 5	\$22,673.80
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 5	\$22,673.80
		Transactions	

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**



Board of Public Works Claim Register

Invoice Date Range 10/31/20 -

11/25/20
261.81

6530 - Office Depot, INC	09-envelopes, paper towels, legal/letter pads, scissors	11/25/2020	
	Account 52110 - Office Supplies Totals	Invoice 1	\$261.81
		Transactions	
Account 52420 - Other Supplies			
11693 - The Award Center, INC	09-Commissioner nametags	11/25/2020	161.50
	Account 52420 - Other Supplies Totals	Invoice 1	\$161.50
		Transactions	
Account 53960 - Grants			
205 - City Of Bloomington	09-CFRD sponsorship of MLK Birthday Celebration	11/13/2020	1,000.00
	Account 53960 - Grants Totals	Invoice 1	\$1,000.00
		Transactions	
Account 53990 - Other Services and Charges			
53442 - Paragon Micro, INC	09-9 Webcams with microphone	11/13/2020	674.91
	Account 53990 - Other Services and Charges Totals	Invoice 1	\$674.91
		Transactions	
	Program 090000 - Main Totals	Invoice 4	\$2,098.22
		Transactions	
	Department 09 - CFRD Totals	Invoice 4	\$2,098.22
		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges - 10/1-10/31/20	11/13/2020	1,201.13
3956 - West Publishing Corporation (Thomson Reuters)	10-credit-law books credit	11/13/2020	(1,007.39)
	Account 52410 - Books Totals	Invoice 2	\$193.74
		Transactions	
Account 53120 - Special Legal Services			



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Invoice Date Range 10/31/20 -

11/25/20

50587 - Barnes & Thornburg LLP	10-general municipal advice-July 2020	11/13/2020	1,381.50
50587 - Barnes & Thornburg LLP	10-general municipal advice-September 2020	11/13/2020	2,008.00
50587 - Barnes & Thornburg LLP	10-Bloomington Hospital reuse project-services September 2020	11/13/2020	4,032.00
7107 - Jawn J Bauer (Bauer & Densford)	10-Jones & McCracken-10/8-11/4/20	11/25/2020	1,310.00
Account 53120 - Special Legal Services Totals		Invoice 4 Transactions	\$8,731.50
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10-ACLU online courses/training-Guthrie	11/13/2020	250.00
Account 53160 - Instruction Totals		Invoice 1 Transactions	\$250.00
Account 53910 - Dues and Subscriptions			
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-9/1-9/30/20	11/13/2020	1,363.09
3956 - West Publishing Corporation (Thomson Reuters)	10-West Information charges-10/1-10/31/20	11/25/2020	1,363.09
Account 53910 - Dues and Subscriptions Totals		Invoice 2 Transactions	\$2,726.18
Program 100000 - Main Totals		Invoice 9 Transactions	\$11,901.42
Department 10 - Legal Totals		Invoice 9 Transactions	\$11,901.42
Department 11 - Mayor's Office			
Program 110000 - Main			
Account 52110 - Office Supplies			
6530 - Office Depot, INC	11-envelopes, labels for board/commission mailing	11/25/2020	20.70
6530 - Office Depot, INC	11-labels, tissues, keyboard cleaner	11/25/2020	15.34
Account 52110 - Office Supplies Totals		Invoice 2 Transactions	\$36.04



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Invoice Date Range 10/31/20 -
11/25/20

Account 52420 - Other Supplies

53442 - Paragon Micro, INC	11-new mouse for Deputy Mayor	11/25/2020	34.99
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Account 52420 - Other Supplies Totals	Invoice 1	\$34.99
	Transactions	

Account 53170 - Mgt. Fee, Consultants, and Workshops

6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM Sept2020	11/13/2020	2,273.75
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6428 - Kelly M Boatman (Core Projective, LLC)	11-project management OOTM October	11/25/2020	1,870.00
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7542 - Valerie State Pena (Valerie Pena Consulting LLC)	11-consulting for Sustainability Investment Fund	11/25/2020	2,175.00
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Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 3	\$6,318.75
	Transactions	

Account 53320 - Advertising

50706 - Bloomington Magazine, INC (Bloom Magazine)	11-ad on Bloom website Oct/Nov	11/13/2020	240.00
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50706 - Bloomington Magazine, INC (Bloom Magazine)	11-ad in Bloom Oct/Nov issue	11/13/2020	1,134.00
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Account 53320 - Advertising Totals	Invoice 2	\$1,374.00
	Transactions	

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	11-subscription to Switcher	11/13/2020	588.00
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Account 53910 - Dues and Subscriptions Totals	Invoice 1	\$588.00
	Transactions	

Account 53990 - Other Services and Charges

129 - FedEx Office and Print Service, INC	11-leafing signs for Innovation (shared with DPW)	11/13/2020	666.82
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3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 9/14	11/13/2020	8.75
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3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 10/23	11/13/2020	3.75
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3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 10/27	11/13/2020	5.00
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Board of Public Works Claim Register

Invoice Date Range 10/31/20 - 11/25/20

3560 - First Financial Bank / Credit Cards	11-transcription for mayor's video 10/29	11/13/2020	5.00
3560 - First Financial Bank / Credit Cards	11-notary supplies (stamp and record book)	11/13/2020	33.85
Account 53990 - Other Services and Charges Totals		Invoice 6 Transactions	<u>\$723.17</u>
Program 110000 - Main Totals		Invoice 15 Transactions	<u>\$9,074.95</u>
Department 11 - Mayor's Office Totals		Invoice 15 Transactions	<u>\$9,074.95</u>
 Department 12 - Human Resources			
Program 120000 - Main			
Account 52110 - Office Supplies			
5819 - Synchrony Bank	12-lock box \$65.99	11/13/2020	65.99
Account 52110 - Office Supplies Totals		Invoice 1 Transactions	<u>\$65.99</u>
Account 53320 - Advertising			
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	12 Job Ads Inv 103120 \$444.80	11/25/2020	444.80
Account 53320 - Advertising Totals		Invoice 1 Transactions	<u>\$444.80</u>
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	12-ELGL Renewal \$360.00	11/13/2020	360.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<u>\$360.00</u>
Program 120000 - Main Totals		Invoice 3 Transactions	<u>\$870.79</u>
Department 12 - Human Resources Totals		Invoice 3 Transactions	<u>\$870.79</u>

Department 13 - Planning

Program 130000 - Main



Board of Public Works Claim Register

Invoice Date Range 10/31/20 - 11/25/20

Account 52110 - Office Supplies

6530 - Office Depot, INC	13 - Correction tape, highlighters, batteries, packing tape	11/13/2020	42.21
Account 52110 - Office Supplies Totals		Invoice 1 Transactions	\$42.21

Account 52420 - Other Supplies

6530 - Office Depot, INC	13 - Correction tape, highlighters, batteries, packing tape	11/13/2020	35.99
53442 - Paragon Micro, INC	13-Video webcam (for MPO staff)_for Zoom mtgs._COVID expense	11/25/2020	74.99
Account 52420 - Other Supplies Totals		Invoice 2 Transactions	\$110.98

Account 53170 - Mgt. Fee, Consultants, and Workshops

6289 - Clarion Associates, LLC	13-UDO Update Contract Ext.-serv as of 9/30/20	11/13/2020	1,350.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1 Transactions	\$1,350.00

Account 53320 - Advertising

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	13-Legal publication, Ad#897748, Ad#901778, Ad#901775, Ad#901784	11/25/2020	347.45
Account 53320 - Advertising Totals		Invoice 1 Transactions	\$347.45

Account 53910 - Dues and Subscriptions

4442 - American Planning Association	13-APA+IN Chapter Dues (Pat M)_Due 12-1-20	11/13/2020	347.00
4442 - American Planning Association	13-APA Membership Dues--IN Chap + AICP Dues(Robinson) Due12/1/20	11/13/2020	707.00
4442 - American Planning Association	13-APA,IN Chapter, + AICP Dues (Rosenbarger)_Due 12-1-20	11/13/2020	413.00
4442 - American Planning Association	13-APA, IN Chapter, + AICP Dues (Scanlan)_Due 12-1-20	11/13/2020	413.00
3560 - First Financial Bank / Credit Cards	13 - FFB reimburs. Neil Kopper ITE membership renewal fees	11/13/2020	320.00
2871 - International Municipal Signal Association (IMSA)	13-IMSA Membership Renewal--(5); P&T portion	11/25/2020	400.00



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Invoice Date Range 10/31/20 -

11/25/20

		Account 53910 - Dues and Subscriptions Totals	Invoice 6 Transactions	\$2,600.00
Account 53990 - Other Services and Charges				
7397 - Data Mgmt Internationale, INC (Smooth Solutions)	13-P&T Scanning archived files (project)-Inv date 10/15/20		11/13/2020	13,938.85
5409 - VS Engineering, INC	13-On Call Engineering Services-period ending 9/30/20	BC 2020-10	11/25/2020	6,690.50
5409 - VS Engineering, INC	13-Sare Road Trail-services thru 9/30/20	BC 2019-142	11/25/2020	16,847.73
		Account 53990 - Other Services and Charges Totals	Invoice 3 Transactions	<u>\$37,477.08</u>
Account 54310 - Improvements Other Than Building				
1959 - Clark Dietz INC	13-Kirkwood Ave Maintenance-serv. 8/29-9/25/20	BC 2020-27	11/13/2020	145.00
		Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	<u>\$145.00</u>
		Program 130000 - Main Totals	Invoice 15 Transactions	<u>\$42,072.72</u>
		Department 13 - Planning Totals	Invoice 15 Transactions	<u>\$42,072.72</u>
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
409 - Black Lumber Co. INC	19-12" 3/8 x 1/2 ss faucet connector		11/13/2020	7.98
409 - Black Lumber Co. INC	19- 12" 3/8 x 1/2 ss faucet connector		11/13/2020	9.98
177 - Indiana Oxygen Company, INC	19-cylinder rental, torch supplies, other		11/13/2020	35.34
394 - Kleindorfer Hardware & Variety	19 - 2 flush leves at City Hall Facilities9 -		11/13/2020	9.98
394 - Kleindorfer Hardware & Variety	19-faucet tool, roller covers, key, grip at City Hall Facilities		11/13/2020	67.41
53005 - Menards, INC	19-Elong commercial White Seat at City Hall Facilities		11/13/2020	23.99



Board of Public Works Claim Register

Invoice Date Range 10/31/20 - 11/25/20 (40.94)

53005 - Menards, INC	19- Return of Dublin Door Knobs		11/13/2020	
53005 - Menards, INC	19-Rubber splashblock & knobs at City Hall Facilities		11/13/2020	69.88
53005 - Menards, INC	19-3 dublin knobs, 60" fiberglass pol, Lock nut wrench		11/13/2020	65.91
53005 - Menards, INC	19-Stops Rust Flat. 3 1/2 switch box w/clamp for council chamber		11/13/2020	26.31
53005 - Menards, INC	19-lysol wipes, sponge, paint mixer, 64 oz of cleaning vinegar		11/13/2020	20.52
5819 - Synchrony Bank	19 - 19-UTV Side View Mirrors Adjustable for Polaris RZR		11/13/2020	23.99
5819 - Synchrony Bank	19-30W 6.0 Amp 3-Port Type C USB Wall Outlet, Smart Chip		11/13/2020	222.00
1537 - Indiana Door & Hardware Specialties, INC	19-SA Deadbolt Filler Plates		11/25/2020	8.00
Account 52310 - Building Materials and Supplies Totals			Invoice 14 Transactions	<hr/> \$550.35
Account 52420 - Other Supplies				
53005 - Menards, INC	19-Ktichen Faucet/ Sprayer, wipes, and tri-fold saw		11/13/2020	412.79
Account 52420 - Other Supplies Totals			Invoice 1 Transactions	<hr/> \$412.79
Account 52430 - Uniforms and Tools				
409 - Black Lumber Co. INC	19- 5 Piece File Set		11/25/2020	13.99
409 - Black Lumber Co. INC	19-Hardware for Simulation Installation @ BPD Training		11/25/2020	7.62
Account 52430 - Uniforms and Tools Totals			Invoice 2 Transactions	<hr/> \$21.61
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ City Hall Council Office	BC 2019-109	11/13/2020	75.00
Account 53140 - Exterminator Services Totals			Invoice 1 Transactions	<hr/> \$75.00
Account 53510 - Electrical Services				



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6,127.35

223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4-10/6/20	BC 2010-23	11/02/2020	
			Account 53510 - Electrical Services Totals	Invoice 1
				Transactions
				\$6,127.35

Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-Graffiti Team-Temp Mtr-water/sewer bill-October 2020		11/16/2020	15.48
208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - October 2020		11/16/2020	639.76
			Account 53530 - Water and Sewer Totals	Invoice 2
				Transactions
				\$655.24

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	19-SA Quarterly Planned Maintenance for City Hall	BC 2019-23	11/13/2020	1,968.00
5605 - Photizo, LLC (Fish Window Cleaning)	19-SA Window Cleaning at City Hall	BC 2019-117	11/13/2020	3,802.00
392 - Koorsen Fire & Security, INC	19-SA Moved Panic Button to new location @ City Hall	BC 2019-126	11/13/2020	326.63
392 - Koorsen Fire & Security, INC	19-SA Annual Fire Extinguisher Inspection @City Hall	BC 2019-126	11/25/2020	345.75
7402 - Nature's Way, INC	19-SA monthly Interior Billing for City Hall	BC 2019-122	11/25/2020	353.43
6688 - SSW Enterprises, LLC (Office Pride)	19-Cleaning Services for PW Facilities	BC 2020-59	11/25/2020	18,747.66
321 - Harrell Fish, INC (HFI)	19-SA Ceiling Tile Leak @ City Hall Repair	BC 2019-23	11/25/2020	1,771.78
321 - Harrell Fish, INC (HFI)	19-SA Quarterly Planned Maintenance Billing for City Hall	BC 2019-23	11/25/2020	1,968.00
321 - Harrell Fish, INC (HFI)	19-SA Service Call to Check Noise Coming from a Unit @ CH	BC 2019-23	11/25/2020	105.00
321 - Harrell Fish, INC (HFI)	19-SA Replacement and Installation of Server @ City Hall	BC 2019-23	11/25/2020	2,085.48
			Account 53610 - Building Repairs Totals	Invoice 10
				Transactions
				\$31,473.73

Account 53990 - Other Services and Charges

912 - Central Security Systems, INC	19-Com Mon W/ Test @ City Hall 10/1/2020-12/31/2020		11/25/2020	150.00
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Board of Public Works Claim Register

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		Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$150.00
Account 54510 - Other Capital Outlays				
18844 - First Financial Bank, N.A.	19-Escrow for City Hall Fluid Cooler Replacement	BC 2020-39	11/13/2020	500.00
321 - Harrell Fish, INC (HFI)	19-Contract-City Hall Fluid Cooling Replacement	BC 2020-39	11/13/2020	9,500.00
		Account 54510 - Other Capital Outlays Totals	Invoice 2 Transactions	\$10,000.00
		Program 190000 - Main Totals	Invoice 34 Transactions	\$49,466.07
		Department 19 - Facilities Maintenance Totals	Invoice 34 Transactions	\$49,466.07
Department 28 - ITS				
Program 280000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	28 - HP white paper roll for large printer		11/25/2020	250.32
6530 - Office Depot, INC	28 - Sharpie highlighters, pens, stamp		11/25/2020	99.00
6530 - Office Depot, INC	28 - Post-it notes		11/25/2020	5.43
6530 - Office Depot, INC	28 - Copier paper for City Hall-30 boxes		11/25/2020	968.40
5819 - Synchrony Bank	28 - Two Ricco Bello notebooks		11/25/2020	23.98
		Account 52110 - Office Supplies Totals	Invoice 5 Transactions	\$1,347.13
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5437 - Columbia Telecommunications Corporation	28-digital equity research-August 2020		11/25/2020	1,460.00
5534 - Presidio Holdings, INC	28 - Ad Hoc Contract for Troubleshooting Network Issues-9/18/20		11/25/2020	2,743.75
		Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	Invoice 2 Transactions	\$4,203.75



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11/25/20

Account 53210 - Telephone

1079 - AT&T	28-phone chares 9/20-10/19/20-#812 339-2261 261 1	11/02/2020	5,835.27
1079 - AT&T	28-long distance charges-11/09/20.-Ban #849494015	11/16/2020	154.48
Account 53210 - Telephone Totals			Invoice 2
			Transactions
			\$5,989.75

Account 53640 - Hardware and Software Maintenance

3989 - Ricoh USA, INC	28-CH/off site fac.-copier maintenance - 8/17-9/16/20	11/25/2020	1,198.99
Account 53640 - Hardware and Software Maintenance Totals			Invoice 1
			Transactions
			\$1,198.99

Account 53910 - Dues and Subscriptions

3560 - First Financial Bank / Credit Cards	28 - Zoom Standard Biz Annual proration	11/13/2020	251.93
3560 - First Financial Bank / Credit Cards	28 - 500 meeting participants monthly proration	11/13/2020	23.33
3560 - First Financial Bank / Credit Cards	28 - Zoom Cloud Recording 100GB overage fee	11/13/2020	230.00
3560 - First Financial Bank / Credit Cards	28 - Chris England Udemy Training	11/13/2020	124.98
3560 - First Financial Bank / Credit Cards	28 - Fookes Software_Aid4Mail Renewal	11/13/2020	149.50
3560 - First Financial Bank / Credit Cards	28 - Google Cloud-10/28/20	11/13/2020	22.17
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	28 - Annual subscription renewal -52 weeks	11/25/2020	249.60
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 9/1-9/30/20	11/25/2020	115.80
5786 - Promevo, LLC	28 - Google Drive Storage Subscription 10/1-10/30/20	11/25/2020	128.73
4408 - Environmental Systems Research Institute,INC ESRI	28 - ArcGIS Desktop Basic Single Use License	11/25/2020	1,350.00
Account 53910 - Dues and Subscriptions Totals			Invoice 10
			Transactions
			\$2,646.04

Account 54420 - Purchase of Equipment



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Invoice Date Range 10/31/20 - 11/25/20

50972 - CDW, LLC	28 - Extended USB Cable for OWL	11/13/2020	45.88
50972 - CDW, LLC	28 - Logitech solar keyboard	11/13/2020	51.59
53442 - Paragon Micro, INC	28 - Five DNA brand webcams	11/13/2020	374.95
53442 - Paragon Micro, INC	28 - Five Dell monitors for bench room	11/13/2020	697.50
53442 - Paragon Micro, INC	28 - 10 VGA cables & 20 DVI cables	11/13/2020	399.70
53442 - Paragon Micro, INC	28 - Five DVI cable adapters	11/13/2020	154.95
53442 - Paragon Micro, INC	28 - Dell Thunderbolt dock_Chris England	11/25/2020	248.99

Account 54420 - Purchase of Equipment Totals	Invoice 7	\$1,973.56
	Transactions	
Program 280000 - Main Totals	Invoice 27	\$17,359.22
	Transactions	
Department 28 - ITS Totals	Invoice 27	\$17,359.22
	Transactions	
Fund 101 - General Fund (S0101) Totals	Invoice 199	\$243,157.39
	Transactions	

Fund 249 - Grants Non Approp

Department 04 - Economic & Sustainable Dev

Program G18013 - Value Chain 2018 Local FoodUSDA

Account 51230 - Health and Life Insurance

205 - City Of Bloomington	04 - Health Insurance for VCC (Beyer) July - Dec 2020	11/25/2020	4,670.64
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Account 51230 - Health and Life Insurance Totals	Invoice 1	\$4,670.64
	Transactions	
Program G18013 - Value Chain 2018 Local FoodUSDA Totals	Invoice 1	\$4,670.64
	Transactions	
Department 04 - Economic & Sustainable Dev Totals	Invoice 1	\$4,670.64
	Transactions	
Fund 249 - Grants Non Approp Totals	Invoice 1	\$4,670.64
	Transactions	



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11/25/20

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

Department 05 - Common Council

Program 050000 - Main

Account 53960 - Grants

5665 - Backline (All Options Pregnancy)	15-JH20-diapers & wipes-9/3 & 9/24/20	11/13/2020	2,122.21
6276 - Bloomington Meals on Wheels, INC	15-JH20-Electric 2 compartment meal transporter	11/13/2020	7,259.62
2002 - Boys & Girls Club Of Bloomington, INC	15-JH20-CERC & Summer expenses-4/27-6/12/20	11/13/2020	15,000.00
7033 - Courage to Change Sober Living, INC	15-JH20-Rent assistance-10/14 & 10/15/20	11/13/2020	1,000.00
7033 - Courage to Change Sober Living, INC	15-JH20-Rent assistance-9/24 & 9/28/20	11/13/2020	500.00
7528 - HealthNet INC	15-JH20-expenses for JH2020 grant	11/13/2020	19,566.04
1102 - Mother Hubbard's Cupboard	15-JH20-staff salaries 2020	11/13/2020	10,000.00
18311 - New Leaf/New Life, INC	15-JH 2020 Grant-payroll, expenses-9/14-10/25/20	11/13/2020	2,076.00
18311 - New Leaf/New Life, INC	15-JH2020 Grant-payroll expenses 6/8-9/13/20	11/25/2020	4,844.00
5849 - Wheeler Mission Ministries, INC	15-JH20-Case/Food Serv. Mgr - 9/26-10/9/20	11/25/2020	1,437.72
18718 - Monroe County CASA, INC	15-JH20-install/supplies video surveillance system	11/25/2020	1,620.00
20872 - Catholic Charities Social Services	15-JH2020-therapy work 9/1-10/31/20	11/25/2020	8,007.16

Account 53960 - Grants Totals	Invoice 12	\$73,432.75
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Transactions

Program 050000 - Main Totals	Invoice 12	\$73,432.75
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Transactions

Department 05 - Common Council Totals	Invoice 12	\$73,432.75
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Transactions

Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 12	\$73,432.75
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Transactions



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Invoice Date Range 10/31/20 -
11/25/20

Fund 312 - Community Services

Department 09 - CFRD

Program 090002 - Com Serv - MLK Comm

Account 52420 - Other Supplies

683 - In The Dark Enterprises, INC (The Ryder)	09-DVD Purchase for Black Power Mixtape Film Showing	11/13/2020	250.00
4549 - Kroger Limited Partnership I	09-Food for Black Power Mixtape Film Showing-10/23/20	11/12/2020	51.59
	Account 52420 - Other Supplies Totals	Invoice 2	\$301.59
		Transactions	
	Program 090002 - Com Serv - MLK Comm Totals	Invoice 2	\$301.59
		Transactions	
	Department 09 - CFRD Totals	Invoice 2	\$301.59
		Transactions	
	Fund 312 - Community Services Totals	Invoice 2	\$301.59
		Transactions	

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 53640 - Hardware and Software Maintenance

13482 - Northern Lights Locating & Inspection, INC	28-line location services-September 2020	BC 2007-29	11/25/2020	4,986.00
	Account 53640 - Hardware and Software Maintenance Totals		Invoice 1	\$4,986.00
			Transactions	

Account 53750 - Rentals - Other

12283 - Smithville Communications	28-401 N Morton-business services-11/1-11/30/20		11/02/2020	1,614.27
	Account 53750 - Rentals - Other Totals		Invoice 1	\$1,614.27
			Transactions	

Account 54450 - Equipment



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11/25/20

53442 - Paragon Micro, INC	28 - Dell 22" monitor		11/25/2020	139.50
53442 - Paragon Micro, INC	28 - Replacement Dell monitor for Utilities		11/25/2020	139.50

Account 54450 - Equipment Totals	Invoice 2	\$279.00
	Transactions	

Program 254000 - Infrastructure Totals	Invoice 4	\$6,879.27
	Transactions	

Program **256000 - Services**

Account **53150 - Communications Contract**

12283 - Smithville Communications	28-401 N Morton-business services-11/1-11/30/20		11/02/2020	1,375.00
4170 - Comcast Cable Communications, INC	28-401 N Morton-business services-11/1-11/30/20		11/16/2020	149.85
4170 - Comcast Cable Communications, INC	28-3940 N Kinser Pike-business serv./equip chgs-11/21-12/20/20		11/16/2020	117.98
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services 10/27-11/26/20		11/16/2020	118.35

Account 53150 - Communications Contract Totals	Invoice 4	\$1,761.18
	Transactions	

Program 256000 - Services Totals	Invoice 4	\$1,761.18
	Transactions	

Department 25 - Telecommunications Totals	Invoice 8	\$8,640.45
	Transactions	

Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice 8	\$8,640.45
	Transactions	

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

Department **20 - Street**

Program **200000 - Main**

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

223 - Duke Energy	02-Variou locations-street lght chgs. 9/25-10/26/20	BC 2018-03	11/02/2020	26.33
223 - Duke Energy	02-4th & WA metered surface lot-elec. chgs 9/29-10/28/20	BC 2019-73	11/02/2020	23.58



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6.17

223 - Duke Energy	02-Blue Bird Alleyway-elec bill - 9/29-10/28/20	BC 2020-01	11/02/2020	6.17
223 - Duke Energy	02-Alley Activation Project-elec. bill 9/25-10/26/20	BC 2019-68	11/02/2020	22.40
223 - Duke Energy	02-Countryside & Sunflower-street light chgs-9/25-10/26/20	BC 2018-101	11/02/2020	3.94
223 - Duke Energy	02-W. 11th btwn Rogers & Fairview-elec chgs 9/29/20-10/28/20	BC 2019-99	11/02/2020	12.28
223 - Duke Energy	02-4th & Dunn Metered Lot-elec. chgs 9/30-10/29/20	BC 2019-72	11/12/2020	28.02
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.-8/28-9/29/20	BC 2018-86	11/12/2020	5.10
223 - Duke Energy	02-114 N Walnut St (alley)-street light chgs.-9/29-10/28/20	BC 2018-86	11/12/2020	5.10
223 - Duke Energy	02-W. 11th btwn Rogers & Fairview-elec chgs 8/28-9/29/20	BC 2019-99	11/12/2020	12.29
223 - Duke Energy	02-420 W. 4th-Crosswalk-electric bill-8/25-9/24/20		11/12/2020	11.11
223 - Duke Energy	02-420 W. 4th-Crosswalk-electric bill-9/24-10/23/20		11/12/2020	10.99
223 - Duke Energy	02-912 S. Walnut-Crosswalk-electric bill-8/25-9/24/20		11/12/2020	10.99
223 - Duke Energy	02-912 S. Walnut-Crosswalk-electric bill-9/24-10/23/20		11/12/2020	10.99
223 - Duke Energy	02-308 S. Rogers CW-elec chgs 9/24-10/23/20	BC 2019-99	11/12/2020	10.85
223 - Duke Energy	02-Blue Bird Alleyway-elec bill - 8/28-9/29/20	BC 2020-01	11/12/2020	6.17
223 - Duke Energy	02-420 E. 19th-Crosswalk-elec. bill 9/30-10/29/20		11/12/2020	18.50
223 - Duke Energy	02-Middle Way House-alley-elec chgs 9/30-10/29/20	BC 2018-99	11/12/2020	9.32
223 - Duke Energy	02-2200 W. Tapp Rd-elec chgs-10/2-11/2/20	BC 2019-03	11/12/2020	4.58
223 - Duke Energy	02-4th & WA metered surface lot-elec. chgs 8/28-9/29/20	BC 2019-73	11/12/2020	23.58
223 - Duke Energy	02-Street Light Summary Electric bill-bill date 11/3/20	BC 2018-03	11/16/2020	34,910.82
223 - Duke Energy	02-10th & Union signal-electric bill 10/6-11/4/20	BC 2017- 12	11/16/2020	43.45



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121.85

223 - Duke Energy	02-E. 10th St. (Indiana to Union)-elec. chgs 10/6-11/4/20	BC 2017-12	11/16/2020	
223 - Duke Energy	02-Country Club Dr-ped bridge-energy usage-10/8-11/6/20	BC 2019-70	11/16/2020	25.53
223 - Duke Energy	02-Cottage Grove lights-elec. bill 10/8-11/6/20	BC 2019-06	11/16/2020	30.31
223 - Duke Energy	02-Traffic Signal Summary electric bill-9/29-10/28/20	BC 2010-23	11/16/2020	3,141.67

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 26	<hr/>	\$38,535.92
	Transactions		
Program 200000 - Main Totals	Invoice 26	<hr/>	\$38,535.92
	Transactions		
Department 20 - Street Totals	Invoice 26	<hr/>	\$38,535.92
	Transactions		
Fund 450 - Local Road and Street(S0706) Totals	Invoice 26	<hr/>	\$38,535.92
	Transactions		

Fund 451 - Motor Vehicle Highway(S0708)

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**

9523 - Freedom Business Solutions, LLC	20 HP LaserJet Pro MFP Black Toner		11/25/2020	150.00
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Account 52110 - Office Supplies Totals	Invoice 1	<hr/>	\$150.00
	Transactions		

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-painting supplies-trays, roller covers-10/28/20		11/25/2020	11.64
409 - Black Lumber Co. INC	20-Pavement Marking Machine-anti-freeze to winterize-11/2/20		11/25/2020	17.28
409 - Black Lumber Co. INC	20-single cut key-11/4/20		11/25/2020	1.49
409 - Black Lumber Co. INC	20-spark plugs for leaf blowers-11/9/20		11/25/2020	6.87
409 - Black Lumber Co. INC	20-New Striper Unit-ratchet straps-11/12/20		11/25/2020	18.97



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313 - Fastenal Company	20-safety supplies-gloves, earplugs, white spray paint-9/30/20	11/25/2020	38.05
177 - Indiana Oxygen Company, INC	20-walk-in fill-2 40lb cylinders-10/20/20	11/25/2020	36.90
394 - Kleindorfer Hardware & Variety	20- Leafing Supplies (hard hats, rakes & ear muffs)	11/25/2020	690.21
394 - Kleindorfer Hardware & Variety	20 -Safety gas cans for leaf blowers	11/25/2020	87.98
6262 - Koenig Equipment, INC	20-Tree crew-new chainsaw	11/25/2020	169.96
6262 - Koenig Equipment, INC	20- Chainsaw Supplies (Mix 5, Bar/winter for Stihl)	11/25/2020	61.77
6262 - Koenig Equipment, INC	20-supplies to repair pole saw	11/25/2020	5.99
786 - Richard's Small Engine, INC	20- Misc Supplies for chainsaws (Bars & chains)	11/25/2020	134.54
Account 52420 - Other Supplies Totals		Invoice 13 Transactions	\$1,281.65
Account 53130 - Medical			
231 - IU Health OCC Health Services	20-C. Eagan-DS DOT 5 Panel E Screen-10/8/20	11/25/2020	47.00
Account 53130 - Medical Totals		Invoice 1 Transactions	\$47.00
Account 53220 - Postage			
5387 - Creative Graphics, INC (dba Baugh Enterprises)	20 -Printing/postage of 2020 Leaf Collection Cards	11/25/2020	2,862.00
Account 53220 - Postage Totals		Invoice 1 Transactions	\$2,862.00
Account 53310 - Printing			
5387 - Creative Graphics, INC (dba Baugh Enterprises)	20 -Printing/postage of 2020 Leaf Collection Cards	11/25/2020	1,458.00
Account 53310 - Printing Totals		Invoice 1 Transactions	\$1,458.00
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4-10/6/20	BC 2018-03 11/02/2020	344.77



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		Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$344.77
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Traffic Bldg-water/sewer bill-October 2020		11/12/2020	46.43
208 - City Of Bloomington Utilities	19-Street Dept-water/sewer bill-October 2020		11/16/2020	244.42
208 - City Of Bloomington Utilities	19-Street Dept-Fire Hydrant meter-water/sewer -October 2020		11/16/2020	41.84
		Account 53530 - Water and Sewer Totals	Invoice 3 Transactions	\$332.69
Account 53540 - Natural Gas				
222 - Vectren	19-Traffic Bldg-gas bill 10/6-11/5/20		11/16/2020	53.89
222 - Vectren	19-Street Dept-gas bill 10/6-11/5/20		11/16/2020	55.59
		Account 53540 - Natural Gas Totals	Invoice 2 Transactions	\$109.48
Account 53630 - Machinery and Equipment Repairs				
4150 - Alexander's LLC	20- Trailer brakes for Units #433 & #465		11/25/2020	628.76
6262 - Koenig Equipment, INC	20-supplies to repair pole saw		11/25/2020	140.41
		Account 53630 - Machinery and Equipment Repairs Totals	Invoice 2 Transactions	\$769.17
Account 53910 - Dues and Subscriptions				
2871 - International Municipal Signal Association (IMSA)	20-2021 IMSA Membership Dues-Street Dept employees		11/25/2020	480.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$480.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-10/28/20		11/25/2020	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/4/20		11/25/2020	34.28



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19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-10/28/20	BC 2008-52	11/25/2020	12.64
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/4/20	BC 2008-52	11/25/2020	12.64
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/11/20	BC 2008-52	11/25/2020	12.67
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/11/20		11/25/2020	34.28
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 6 Transactions	<hr/> \$140.79
Account 53950 - Landfill				
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	20-tree limb disposal-October 2020-5 loads	BC 2019-44	11/25/2020	110.00
Account 53950 - Landfill Totals			Invoice 1 Transactions	<hr/> \$110.00
Account 53990 - Other Services and Charges				
3404 - J.R. Watkins & Family, INC (Signs Now)	20- Digitally printed sidewalk decals		11/25/2020	1,350.00
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-10/21/20		11/25/2020	170.00
Account 53990 - Other Services and Charges Totals			Invoice 2 Transactions	<hr/> \$1,520.00
Program 200000 - Main Totals			Invoice 35 Transactions	<hr/> \$9,605.55
Department 20 - Street Totals			Invoice 35 Transactions	<hr/> \$9,605.55
Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice 35 Transactions	<hr/> \$9,605.55
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52110 - Office Supplies				
9523 - Freedom Business Solutions, LLC	26-printer Ink for 2 Printers @ Walnut St Garage		11/25/2020	300.00



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		Account 52110 - Office Supplies Totals	Invoice 1 Transactions	\$300.00
Account 52310 - Building Materials and Supplies				
394 - Kleindorfer Hardware & Variety	26-2ea of wipes, kitchen broom, fold dust pails		11/13/2020	76.92
		Account 52310 - Building Materials and Supplies Totals	Invoice 1 Transactions	\$76.92
Account 52340 - Other Repairs and Maintenance				
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26- 44"x28" Coroplast Wind Sign Inserts " Roof Closed Signs"		11/13/2020	256.72
		Account 52340 - Other Repairs and Maintenance Totals	Invoice 1 Transactions	\$256.72
Account 53310 - Printing				
6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	26-Walnut St Parking Garage Repair Public Notice		11/13/2020	125.08
		Account 53310 - Printing Totals	Invoice 1 Transactions	\$125.08
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4-10/6/20	BC 2018-03	11/02/2020	2,402.85
		Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$2,402.85
Account 53530 - Water and Sewer				
208 - City Of Bloomington Utilities	19-Morton St Garage-water/sewer bill -October 2020		11/16/2020	47.56
		Account 53530 - Water and Sewer Totals	Invoice 1 Transactions	\$47.56
Account 53610 - Building Repairs				
393 - KONE, INC	26-Repair of Morton Garage Elevator	BC 2020-30	11/13/2020	3,551.35
227 - Otis Elevator Company	26-Price adjustment on service contract for parking garages	BC 2019-29	11/13/2020	191.38
227 - Otis Elevator Company	26-Elevator Repair at Morton Street Garage	BC 2019-29	11/13/2020	1,280.00



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393 - KONE, INC	26-8/1-10/31Qtrly pymt-Elevator Maint Agreement Morton St Garage	BC 2020-30	11/25/2020	1,350.00
393 - KONE, INC	26- Elevator Shaft Clean Down @ Morton Garage	BC 2020-30	11/25/2020	1,560.00

Account 53610 - Building Repairs Totals	Invoice 5 Transactions	\$7,932.73
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Account 53630 - Machinery and Equipment Repairs

3397 - Evens Time, INC	26-Receipt Printer Jammed @ Morton St. Garage	BC 2020-12	11/25/2020	255.99
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Account 53630 - Machinery and Equipment Repairs Totals	Invoice 1 Transactions	\$255.99
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Account 53640 - Hardware and Software Maintenance

54432 - T2 Systems, INC	14-PE-flexport permits/module/annual fee, flex test		11/13/2020	1,290.00
6237 - Integrapark, LLC	26- 2021 Annual Maintenance Fee for Geneva Location		11/25/2020	450.00
6237 - Integrapark, LLC	26-2021 Annual Maintenance Fee for Paris		11/25/2020	450.00

Account 53640 - Hardware and Software Maintenance Totals	Invoice 3 Transactions	\$2,190.00
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Account 53650 - Other Repairs

227 - Otis Elevator Company	26- Customer Trapped in Elevator @ Morton Garage Service Call	BC 2019-29	11/25/2020	1,105.00
4394 - Richardson Enterprises of Blgtn, LLC (FastSigns)	26- Motorcycle Parking Only Signs		11/25/2020	557.52

Account 53650 - Other Repairs Totals	Invoice 2 Transactions	\$1,662.52
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Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	26-Garage Bk FeesSept Bank Fees		10/31/2020	1,554.66
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Account 53830 - Bank Charges Totals	Invoice 1 Transactions	\$1,554.66
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Account 53840 - Lease Payments

512 - 7th & Walnut , LLC	26-Walnut St Garage-December 2020 garage rent		11/13/2020	18,759.98
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38,035.85

3887 - Mercury Development Group, LLC

26-Morton St Garage-December 2020 garage rent

11/13/2020

Account **53840 - Lease Payments** Totals

Invoice 2
Transactions

\$56,795.83

Account **54510 - Other Capital Outlays**

54432 - T2 Systems, INC

14-PE-flexport permits/module/annual fee, flex test

11/13/2020

2,245.32

Account **54510 - Other Capital Outlays** Totals

Invoice 1
Transactions

\$2,245.32

Program **260000 - Main** Totals

Invoice 21
Transactions

\$75,846.18

Department **26 - Parking** Totals

Invoice 21
Transactions

\$75,846.18

Fund **452 - Parking Facilities(S9502)** Totals

Invoice 21
Transactions

\$75,846.18

Fund **454 - Alternative Transport(S6301)**

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

10 - Bledsoe Riggert Cooper & James INC

13-Smith Rd & Moores Pk crosswalk-9/30/20

BC 2020-50

11/13/2020

1,700.00

Account **54310 - Improvements Other Than Building** Totals

Invoice 1
Transactions

\$1,700.00

Program **050000 - Main** Totals

Invoice 1
Transactions

\$1,700.00

Department **05 - Common Council** Totals

Invoice 1
Transactions

\$1,700.00

Department **13 - Planning**

Program **130000 - Main**

Account **53110 - Engineering and Architectural**

10081 - Strand Associates, INC

13 - Crosswalk Improvement Project-services 9/1-9/30/20

BC 2020-49

11/13/2020

7,425.00



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Account 53110 - Engineering and Architectural Totals	Invoice 1	\$7,425.00
	Transactions	
Program 130000 - Main Totals	Invoice 1	\$7,425.00
	Transactions	
Department 13 - Planning Totals	Invoice 1	\$7,425.00
	Transactions	
Fund 454 - Alternative Transport(\$6301) Totals	Invoice 2	\$9,125.00
	Transactions	

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main

Account 52330 - Street , Alley, and Sewer Material

334 - Irving Materials, INC	20-620 N Parkridge Rd-Class A Stone Ash-3 cy-10/13/20	BC 2020-16	11/25/2020	304.50
334 - Irving Materials, INC	20-615 N Parkridge Rd-Class A Stone Ash-4 cy-10/14/20	BC 2020-16	11/25/2020	406.00
334 - Irving Materials, INC	20-3230 S. Coppertree Dr-Class A Stone Ash-4 cy-10/20/20	BC 2020-16	11/25/2020	406.00
334 - Irving Materials, INC	20-2810 E. David Dr-Class A Stone Ash-2.25 cy-10/21/20	BC 2020-16	11/25/2020	228.38
334 - Irving Materials, INC	20-2609 Trotters Run-Class A Stone Ash-12 cy-10/27/20	BC 2020-16	11/25/2020	1,260.00

Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 5	\$2,604.88
	Transactions	

Account 52340 - Other Repairs and Maintenance

4186 - Carrier & Gable, INC	20 -Clear puck shells and epoxy		11/25/2020	964.00
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Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	\$964.00
	Transactions	

Account 52420 - Other Supplies

409 - Black Lumber Co. INC	20-Sidewalk Crews-20x100 clear poly-10/27/20		11/25/2020	86.99
394 - Kleindorfer Hardware & Variety	20-hand soap		11/25/2020	7.50



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19.98

394 - Kleindorfer Hardware & Variety

20-hardware to repair rail at Atwater & Mitchell

11/25/2020

Account 52420 - Other Supplies Totals	Invoice 3	\$114.47
	Transactions	
Program 200000 - Main Totals	Invoice 9	\$3,683.35
	Transactions	
Department 20 - Street Totals	Invoice 9	\$3,683.35
	Transactions	
Fund 456 - MVH Restricted Totals	Invoice 9	\$3,683.35
	Transactions	

Fund 601 - Cumulative Capital Devlp(S2391)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

2560 - Brad Gilliland Excavating, INC	02-Sidewalk & Curb Replacement on N. Madison	BC 2020-26	11/13/2020	34,276.50
19278 - Milestone Contractors, LP	20-surface-Morningside & Longview-567.25 tons-10/20 & 10/22/20	BC 2020-13	11/25/2020	26,944.45
19278 - Milestone Contractors, LP	20-surface-Morningside-88.52 tons-10/22/20-inc. milling credit	BC 2020-13	11/25/2020	2,918.67
19278 - Milestone Contractors, LP	20-surface-Cabot/patching-13.57 tons-11/5/20	BC 2020-13	11/25/2020	644.58
19278 - Milestone Contractors, LP	20-surface-Rosewood-16.19 tons-11/4/20	BC 2020-13	11/25/2020	744.74
19278 - Milestone Contractors, LP	20-surface-Rosewood-16.24 tons-11/4/20	BC 2020-13	11/25/2020	747.04
19278 - Milestone Contractors, LP	20-surface-Morningside/patch-354.69 tons-10/26-10/28/20-inc. CR	BC 2020-13	11/25/2020	11,291.41
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 7	\$77,567.39
			Transactions	

Account 53110 - Engineering and Architectural

399 - American Structurepoint, INC	13-Adams St (Kirkwood-Patterson)--PE-1/1-1/31/20	BC 2020-45	11/25/2020	300.00
399 - American Structurepoint, INC	13-Adams St (Kirkwood-Patterson)--PE-2/1-4/30/20	BC 2020-45	11/25/2020	2,635.00



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2,953.75

399 - American Structurepoint, INC	13-Adams St (Kirkwood-Patterson)--PE-2/1-4/30/20-6/1-6/30/20	BC 2020-45	11/25/2020	
399 - American Structurepoint, INC	13-Adams St (Kirkwood-Patterson)--PE-9/1-9/30/20	BC 2020-45	11/25/2020	3,765.00

Account 53110 - Engineering and Architectural Totals	Invoice 4 Transactions	\$9,653.75
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Account 54310 - Improvements Other Than Building

399 - American Structurepoint, INC	13-Signal Timing-On-Call Serv. Contract-9/1-9/30/20	BC 2017-98	11/13/2020	566.02
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Account 54310 - Improvements Other Than Building Totals	Invoice 1 Transactions	\$566.02
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Program 020000 - Main Totals	Invoice 12 Transactions	\$87,787.16
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Department 02 - Public Works Totals	Invoice 12 Transactions	\$87,787.16
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Department 13 - Planning

Program 130000 - Main

Account 54310 - Improvements Other Than Building

223 - Duke Energy	13-Sare Path signal installation by Duke_INVP3836319801		11/13/2020	641.98
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5637 - Shrewsberry & Associates, LLC	13-Downtown Alley Repaving Proj-serv ending 9/26/20	BC 2020-56	11/13/2020	5,151.40
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399 - American Structurepoint, INC	13-Adams St (Kirkwood-Patterson)--PE-9/1-9/30/20	BC 2020-45	11/25/2020	1,310.00
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Account 54310 - Improvements Other Than Building Totals	Invoice 3 Transactions	\$7,103.38
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Program 130000 - Main Totals	Invoice 3 Transactions	\$7,103.38
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Department 13 - Planning Totals	Invoice 3 Transactions	\$7,103.38
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Fund 601 - Cumulative Capital Devlp(S2391) Totals	Invoice 15 Transactions	\$94,890.54
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Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation



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Program 160000 - Main

Account 52420 - Other Supplies

7225 - Arctic Glacier USA, INC	16-ice for employees-75 7lb bags-10/19/20		11/13/2020	116.25
313 - Fastenal Company	16-July 2020-employee gloves, ear plugs-7/31/20		11/13/2020	609.57
313 - Fastenal Company	16-August 2020 -gloves & ear plugs-8/31/20		11/13/2020	676.31
313 - Fastenal Company	16-Sept 2020-supplies-gloves, ear plus & mix sticks-9/30/20		11/13/2020	567.92
476 - Southern Indiana Parts, INC (Napa Auto Parts)	16-10 bags of Oil Dry		11/13/2020	104.90
313 - Fastenal Company	16-October-ear plugs & gloves for employees		11/25/2020	508.92

Account 52420 - Other Supplies Totals	Invoice 6	\$2,583.87
	Transactions	

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	19 - 16-SA Monthly Pest Control @ Sanitation	BC 2019-109	11/13/2020	125.00
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Account 53140 - Exterminator Services Totals	Invoice 1	\$125.00
	Transactions	

Account 53150 - Communications Contract

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Truck radio communications services-October 2020		11/13/2020	572.05
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-truck antennas (5)		11/13/2020	41.25

Account 53150 - Communications Contract Totals	Invoice 2	\$613.30
	Transactions	

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4-10/6/20	BC 2018-03	11/02/2020	437.51
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Account 53510 - Electrical Services Totals	Invoice 1	\$437.51
	Transactions	

Account 53530 - Water and Sewer



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163.84

208 - City Of Bloomington Utilities

19-Sanitation Bldg-water/sewer bill-October 2020

11/16/2020

11/25/20
163.84

Account **53530 - Water and Sewer** Totals

Invoice 1
Transactions

\$163.84

Account **53540 - Natural Gas**

222 - Vectren

19-Sanitation-gas bill 10/2-11/3/20

11/16/2020

160.57

Account **53540 - Natural Gas** Totals

Invoice 1
Transactions

\$160.57

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

16-uniform rental (minus payroll ded)-10/21/20

BC 2009-52

11/13/2020

11.14

19171 - Aramark Uniform & Career Apparel Group, INC

16-mat/towel service-10/21/20

11/13/2020

23.26

19171 - Aramark Uniform & Career Apparel Group, INC

16-uniform rental (minus payroll ded)-10/28/20

BC 2009-52

11/13/2020

11.14

19171 - Aramark Uniform & Career Apparel Group, INC

16-mat/towel service-10/28/20

11/13/2020

23.26

19171 - Aramark Uniform & Career Apparel Group, INC

16-uniform rental (minus payroll ded)-11/4/20

BC 2009-52

11/25/2020

11.14

19171 - Aramark Uniform & Career Apparel Group, INC

16-mat/towel service-11/4/20

11/25/2020

23.26

19171 - Aramark Uniform & Career Apparel Group, INC

16-uniform rental (minus payroll ded)-11/11/20

BC 2009-52

11/25/2020

9.66

19171 - Aramark Uniform & Career Apparel Group, INC

16-mat/towel service-11/11/20

11/25/2020

23.26

Account **53920 - Laundry and Other Sanitation Services** Totals

Invoice 8
Transactions

\$136.12

Account **53950 - Landfill**

52226 - Hoosier Transfer Station-3140

16-trash disposal fees - 10/1-10/15/20

11/13/2020

15,438.64

10330 - Kevin R Huntley (Green Earth Recycling & Compost)

16-yard waste disposal-September 2020-6 loads

BC 2019-45

11/13/2020

132.00

10330 - Kevin R Huntley (Green Earth Recycling & Compost)

16-yard waste disposal-October 2020-7 loads

BC 2019-45

11/25/2020

154.00

52226 - Hoosier Transfer Station-3140

16-recycling fees - 10/19-10/29/20

11/25/2020

4,126.31



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4,589.37

52226 - Hoosier Transfer Station-3140	16-recycling fees - 10/1-10/15/20	11/25/2020	
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 10/16-10/30/20	11/25/2020	13,979.61

Account 53950 - Landfill Totals	Invoice 6 Transactions	\$38,419.93
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Account **53990 - Other Services and Charges**

392 - Koorsen Fire & Security, INC	16-service call-trouble on panel-9/23/20	BC 2019-126	11/13/2020	622.22
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Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	\$622.22
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Program 160000 - Main Totals	Invoice 27 Transactions	\$43,262.36
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Department 16 - Sanitation Totals	Invoice 27 Transactions	\$43,262.36
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Fund 730 - Solid Waste (S6401) Totals	Invoice 27 Transactions	\$43,262.36
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Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Dill (12M)-10/21/20	11/13/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Eads (10 1/2D)-10/21/20	11/13/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Gramlich (14W)-10/23/20	11/13/2020	100.00
4291 - Monroe Optical, INC	10-safety shoes-M. Runyon (8)-5/6/20	11/13/2020	100.00
4291 - Monroe Optical, INC	10-safety shoes-T. Brown (7)-7/29/20	11/13/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Sutherlin (11)-9/2/20	11/25/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Sipe (10)-9/5/20	11/25/2020	89.98



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1448 - Shoe Carnival, INC	10-safety shoes-Ira (11.5)-9/8/20	11/25/2020	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Gocken (10.5)-9/15/20	11/25/2020	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Vanrooy (9.5)-9/25/20	11/25/2020	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-B. Prince (10 1/2D)-11/4/20	11/25/2020	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J.B. Ingalls (8.5EE)-11/8/20	11/25/2020	100.00
Account 52430 - Uniforms and Tools Totals		Invoice 12 Transactions	\$1,189.96
Account 53130 - Medical			
3861 - Brian D Robertson	10-reimb. CDL physical-10/19/20	11/13/2020	90.00
5866 - Haskell D Smith	10- reimb for physical for CDL-9/17/20	11/13/2020	89.00
7527 - Kenneth Arthur	10- reimb for physical for CDL-8/14/20	11/25/2020	90.00
7541 - Anthony L Robertson	10- reimb for physical for CDL-9/18/20	11/25/2020	90.00
Account 53130 - Medical Totals		Invoice 4 Transactions	\$359.00
Account 53160 - Instruction			
3560 - First Financial Bank / Credit Cards	10-CPR training certifications (6)	11/13/2020	180.00
Account 53160 - Instruction Totals		Invoice 1 Transactions	\$180.00
Program 100000 - Main Totals		Invoice 17 Transactions	\$1,728.96
Department 10 - Legal Totals		Invoice 17 Transactions	\$1,728.96
Fund 800 - Risk Management(S0203) Totals		Invoice 17 Transactions	\$1,728.96

Fund 801 - Health Insurance Trust

Department 12 - Human Resources



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Program 120000 - Main

Account 53990 - Other Services and Charges

18539 - Life Insurance Company Of North America	12-October 2020 LINA \$35,403.19	11/13/2020	4,265.30
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	\$4,265.30

Account 53990.1201 - Other Services and Charges Health Insurance

3928 - Aim Medical Trust	12-November 2020 AIM Medical Insurance \$904,746.43	11/04/2020	904,746.43
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$53.04	11/05/2020	53.04
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$170.09	11/05/2020	170.09
3908 - CIGNA Healthcare	12-2020 Sept. & Oct Cigna Dental Claims \$38,813.57	11/08/2020	38,813.57
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$136.88	11/13/2020	136.88
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 5 Transactions	\$943,920.01

Account 53990.1278 - Other Services and Charges Disability LTD

18539 - Life Insurance Company Of North America	12-October 2020 LINA \$35,403.19	11/13/2020	5,590.03
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 1 Transactions	\$5,590.03
Program 120000 - Main Totals		Invoice 7 Transactions	\$953,775.34
Department 12 - Human Resources Totals		Invoice 7 Transactions	\$953,775.34
Fund 801 - Health Insurance Trust Totals		Invoice 7 Transactions	\$953,775.34

Fund 802 - Fleet Maintenance(S9500)

Department 17 - Fleet Maintenance

Program 170000 - Main



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Account 52110 - Office Supplies

6530 - Office Depot, INC	17-dry erase markers		11/13/2020	31.36
6530 - Office Depot, INC	17-dry erase board, white marker		11/13/2020	50.57
Account 52110 - Office Supplies Totals			Invoice 2 Transactions	\$81.93

Account 52230 - Garage and Motor Supplies

13929 - Eckert's Tech Supply, INC	17-stock tire supplies-11/5/2020		11/25/2020	168.50
4693 - Monroe County Tire & Supply, INC	17-serv. call, tire repair, repaired LR on loader 456		11/25/2020	153.97
4693 - Monroe County Tire & Supply, INC	17-tires-225/70R19.5 (6)		11/25/2020	1,531.74
4693 - Monroe County Tire & Supply, INC	17-tires-245/55R18 (13)		11/25/2020	1,619.15
4693 - Monroe County Tire & Supply, INC	17-tires-225/70R19.5 (2)		11/25/2020	510.58
Account 52230 - Garage and Motor Supplies Totals			Invoice 5 Transactions	\$3,983.94

Account 52240 - Fuel and Oil

349 - White River Cooperative, INC	17-unleaded fuel-7,973 gallons-10/14/20	BC 2019-107A	11/13/2020	15,033.09
349 - White River Cooperative, INC	17-diesel fuel-6,482 gallons-10/14/20	BC 2019-107A	11/13/2020	12,247.74
349 - White River Cooperative, INC	17-diesel fuel-7,418 gallons-10/30/20	BC 2019-107A	11/25/2020	13,634.28
613 - Hoosier Penn Oil Company, INC	17-stock oil-5W20 (300 gal), 5W40 (200 gal)		11/25/2020	5,046.37
Account 52240 - Fuel and Oil Totals			Invoice 4 Transactions	\$45,961.48

Account 52320 - Motor Vehicle Repair

941 - Central Indiana Truck Equipment Corporation	17-truck parts-seal bushings 3		11/13/2020	75.60
941 - Central Indiana Truck Equipment Corporation	17-truck parts-inside cylinder		11/13/2020	1,190.66



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1,586.00

5792 - Clark Truck Equipment Co., INC	17-#441 complete jack assy	11/13/2020	1,586.00
3560 - First Financial Bank / Credit Cards	17 - jd convert shute hoses and straps/ Midwest equip	11/13/2020	505.55
4044 - Industrial Hydraulics, INC	17-parts/labor repair/return hydraulic cylinder-6/17/20	11/13/2020	637.33
4044 - Industrial Hydraulics, INC	17-parts/labor repair/return hydraulic cylinder-6/17/20	11/13/2020	637.33
455 - Industrial Service & Supply, INC	17-#648 hyd hose and fittings	11/13/2020	154.53
796 - Interstate Battery System of Bloomington, INC	17-batteries-DRY0070, MTP-48/H6, MTP-94R/H7	11/13/2020	260.56
6262 - Koenig Equipment, INC	17-723 section/rivot	11/13/2020	3.08
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-off valve, zoozoo control valve	11/13/2020	21.95
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-zoozoo control valve	11/13/2020	240.87
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-zoozoo heater fan	11/13/2020	269.05
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-fuel filters	11/13/2020	332.32
680 - NCH Corporation- Partsmaster	17-parts-inverted flared half union	11/13/2020	9.49
680 - NCH Corporation- Partsmaster	17-parts-cable ties, male connectors, split locks,	11/13/2020	521.48
6216 - Terminal Supply, INC	17-drill bits	11/13/2020	17.08
2096 - West Side Tractor Sales CO.	17-Unit #625-replacement of street pads & hyd leak	11/13/2020	834.94
2096 - West Side Tractor Sales CO.	17-misc JD parts-filter elements	11/25/2020	69.95
2096 - West Side Tractor Sales CO.	17-misc JD parts-oil	11/25/2020	98.22
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-oil filters (2)	11/25/2020	19.60
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-core asy-heater	11/25/2020	124.77
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-728 starter	11/25/2020	183.79



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5,436.10

476 - Southern Indiana Parts, INC (Napa Auto Parts)	17-misc parts & stock-October 2020	11/25/2020	5,436.10
54351 - Sternberg, INC	17-core credits-Inv. 953102	11/25/2020	(96.00)
54351 - Sternberg, INC	17-parts-remanufactshed16, core deposit	11/25/2020	834.16
54351 - Sternberg, INC	17-core return	11/25/2020	(40.00)
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-958/stk mirror casings	11/25/2020	78.92
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-957/stk air control valve	11/25/2020	481.74
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-#962 purge valve kit	11/25/2020	64.38
2974 - MacAllister Machinery Co, INC	17-misc. cat parts-cable asy	11/25/2020	173.19
7308 - MacQueen Equipment, LLC	17-#396-air pressure switch, valve assy (inc. freight)	11/25/2020	528.42
7308 - MacQueen Equipment, LLC	17-#396-air compressor	11/25/2020	571.43
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, MTP-48/H6, MTP-65HD, MTP-86	11/25/2020	924.85
796 - Interstate Battery System of Bloomington, INC	17-batteries-MTP-67R	11/25/2020	99.31
796 - Interstate Battery System of Bloomington, INC	17-batteries-31-MHD, MTP-65HD	11/25/2020	990.74
4574 - John Deere Financial (Rural King)	17-tires 16in pneumatic (4) for PE carts-10/14/20	11/25/2020	59.96
394 - Kleindorfer Hardware & Variety	17-galvanized fittings	11/25/2020	14.48
941 - Central Indiana Truck Equipment Corporation	17-truck parts-air actuator, air solenoid val	11/25/2020	264.90
941 - Central Indiana Truck Equipment Corporation	17-credit-parts return-inside cyclinder (Inv. #64721)	11/25/2020	(1,190.66)
941 - Central Indiana Truck Equipment Corporation	17-#963 repair link arms and panel assy	11/25/2020	5,757.73
941 - Central Indiana Truck Equipment Corporation	17-truck parts-1/4" rod end GC (inc. freight)	11/25/2020	271.87
941 - Central Indiana Truck Equipment Corporation	17-truck parts-1/4" rod end GC, bearing (inc. freight)	11/25/2020	300.59



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373.34

941 - Central Indiana Truck Equipment Corporation	17-truck parts-roller asy, roller	11/25/2020	373.34
941 - Central Indiana Truck Equipment Corporation	17-truck parts-L/W grabber gear kit, seal bushing, bearing	11/25/2020	1,481.19
941 - Central Indiana Truck Equipment Corporation	17-misc truck parts-micro relay kit	11/25/2020	8.16
941 - Central Indiana Truck Equipment Corporation	17-misc truck parts-ill pushbutton red	11/25/2020	73.86
941 - Central Indiana Truck Equipment Corporation	17-misc. truck parts-micro relay kit, belt	11/25/2020	212.12
7511 - Black Equipment Company INC	17 - #685 Battery and filter	11/25/2020	609.98
244 - Bloomington Ford, INC	17-parts-kit-jet	11/25/2020	8.18
244 - Bloomington Ford, INC	17-parts-sensor-exhaust	11/25/2020	36.23
244 - Bloomington Ford, INC	17-parts-glass asy-rear	11/25/2020	82.17

Account **52320 - Motor Vehicle Repair** Totals Invoice 51 Transactions \$26,205.49

Account 52420 - Other Supplies

177 - Indiana Oxygen Company, INC	17-torch cylinder rental-acetylene, fuel gases, oxygen	11/13/2020	162.90
177 - Indiana Oxygen Company, INC	17-compressed oxygen, heating tip, torch handle	11/25/2020	382.10

Account **52420 - Other Supplies** Totals Invoice 2 Transactions \$545.00

Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control @ Fleet	BC 2019-109	11/13/2020	95.00
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Account **53140 - Exterminator Services** Totals Invoice 1 Transactions \$95.00

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-9/4-10/6/20	BC 2018-03	11/02/2020	9.13
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Account **53510 - Electrical Services** Totals Invoice 1 Transactions \$9.13



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Account 53530 - Water and Sewer

208 - City Of Bloomington Utilities	19-Fleet Maint-water/sewer bill-October 2020		11/16/2020	108.84
	Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	\$108.84

Account 53540 - Natural Gas

222 - Vectren	19-Fleet Maint-gas bill 10/6-11/5/20		11/16/2020	94.44
	Account 53540 - Natural Gas Totals		Invoice 1 Transactions	\$94.44

Account 53620 - Motor Repairs

7439 - Lori Heaton (Rick's Towing)	17 - Tow Bill Unit 1210 - 10/8/20		11/13/2020	75.00
941 - Central Indiana Truck Equipment Corporation	17-#963 repair link arms and panel assy		11/25/2020	1,260.00
	Account 53620 - Motor Repairs Totals		Invoice 2 Transactions	\$1,335.00

Account 53640 - Hardware and Software Maintenance

3472 - Lucity, INC	17-Lucity-assessment management 9/16 & 9/17/20	BC 202-33	11/13/2020	270.00
	Account 53640 - Hardware and Software Maintenance Totals		Invoice 1 Transactions	\$270.00

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-10/14/20		11/13/2020	70.34
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-10/14/20	BC 2009-52	11/13/2020	16.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-10/21/20		11/13/2020	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-10/21/20	BC 2009-52	11/13/2020	16.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-10/28/20		11/13/2020	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-10/28/20	BC 2009-52	11/13/2020	16.94



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Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 6	\$261.32
		Transactions	
Account 53990 - Other Services and Charges			
3560 - First Financial Bank / Credit Cards	17-title fees-9/28/20	11/13/2020	15.00
Account 53990 - Other Services and Charges Totals		Invoice 1	\$15.00
		Transactions	
Program 170000 - Main Totals		Invoice 78	\$78,966.57
		Transactions	
Department 17 - Fleet Maintenance Totals		Invoice 78	\$78,966.57
		Transactions	
Fund 802 - Fleet Maintenance(\$9500) Totals		Invoice 78	\$78,966.57
		Transactions	
Fund 804 - Insurance Voluntary Trust			
Department 12 - Human Resources			
Program 120000 - Main			
Account 53990.1271 - Other Services and Charges Section 125 - URM- City			
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/02/2020	70.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/02/2020	226.21
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/04/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	11/04/2020	43.97
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/05/2020	574.57
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/06/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/06/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/09/2020	556.50
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/09/2020	64.95



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166.11

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/12/2020	166.11
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/12/2020	783.86
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/13/2020	1,205.84
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/16/2020	411.98
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/UtilDDC	11/16/2020	365.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/17/2020	132.28
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	11/17/2020	56.58
17785 - The Howard E. Nyhart Company, INC	12-City URM	11/18/2020	79.50

Account **53990.1271 - Other Services and Charges Section 125 - URM- City Totals**

Invoice 17
Transactions \$4,827.35

Account **53990.1272 - Other Services and Charges Section 125 - DDC- City**

17785 - The Howard E. Nyhart Company, INC	12- DDC - City	11/10/2020	521.50
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Account **53990.1272 - Other Services and Charges Section 125 - DDC- City Totals**

Invoice 1
Transactions \$521.50

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-October 2020 LINA \$35,403.19	11/13/2020	15,778.10
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Account **53990.1273 - Other Services and Charges Term Life Totals**

Invoice 1
Transactions \$15,778.10

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	12-October 2020 LINA \$35,403.19	11/13/2020	9,769.76
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Account **53990.1277 - Other Services and Charges Disability STD Totals**

Invoice 1
Transactions \$9,769.76

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/02/2020	30.00
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17785 - The Howard E. Nyhart Company, INC	12-Util URM	11/02/2020	80.00
17785 - The Howard E. Nyhart Company, INC	12-Util URM	11/04/2020	28.73
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/05/2020	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/06/2020	115.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/12/2020	170.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/12/2020	50.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/16/2020	50.50
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/UtilDDC	11/16/2020	14.07
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals		Invoice 9 Transactions	<u>\$558.30</u>
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util			
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	11/04/2020	925.68
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/UtilDDC	11/16/2020	293.51
17785 - The Howard E. Nyhart Company, INC	12-City URM/Util DDC	11/17/2020	750.00
Account 53990.1282 - Other Services and Charges Section 125 - DDC- Util Totals		Invoice 3 Transactions	<u>\$1,969.19</u>
Account 53990.1283 - Other Services and Charges Health Savings Account			
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	11/05/2020	19,331.25
Account 53990.1283 - Other Services and Charges Health Savings Account Totals		Invoice 1 Transactions	<u>\$19,331.25</u>
Program 120000 - Main Totals		Invoice 33 Transactions	<u>\$52,755.45</u>
Department 12 - Human Resources Totals		Invoice 33 Transactions	<u>\$52,755.45</u>
Fund 804 - Insurance Voluntary Trust Totals		Invoice 33 Transactions	<u>\$52,755.45</u>



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Fund 978 - City 2016 GO Bond Proceeds

Department 06 - Controller's Office

Program 06016A - 2016 A Signal Modernization

Account 54510 - Other Capital Outlays

20 - Lochmueller Group, INC	13-17th & Dunn Intersection Imp-serv. thru 9/30/20	BC 2019-64	11/25/2020	991.35
	Account 54510 - Other Capital Outlays Totals		Invoice 1	\$991.35
			Transactions	
	Program 06016A - 2016 A Signal Modernization Totals		Invoice 1	\$991.35
			Transactions	

Program 06016B - 2016 B Ped/Signal/Intersection

Account 54510 - Other Capital Outlays

3663 - WSP USA, INC	13-Sare Rd. Path & Intersection Project-2/7-8/31/20	BC 2019-46	11/13/2020	5,083.90
1959 - Clark Dietz INC	13-3rd & Indiana_Signal Proj-8/29-9/25/20	BC 2020-61	11/25/2020	1,949.00
	Account 54510 - Other Capital Outlays Totals		Invoice 2	\$7,032.90
			Transactions	
	Program 06016B - 2016 B Ped/Signal/Intersection Totals		Invoice 2	\$7,032.90
			Transactions	

Program 06016C - 2016 C Jackson Trail

Account 54310 - Improvements Other Than Building

16 - Butler, Fairman & Seufert, INC	13-Jackson Creek Trail PH2_(PE)-8/1-9/30/20	BC 2019-88	11/25/2020	4,192.00
	Account 54310 - Improvements Other Than Building Totals		Invoice 1	\$4,192.00
			Transactions	
	Program 06016C - 2016 C Jackson Trail Totals		Invoice 1	\$4,192.00
			Transactions	

Program 06016D - 2016 D Multi Use Paths

Account 54310 - Improvements Other Than Building



Board of Public Works Claim Register

Invoice Date Range 10/31/20 -

11/25/20
28,997.85

16 - Butler, Fairman & Seufert, INC

13-Rogers/Winslow/Henderson multi-use path-9/1-9/30/20 BC 2019-87 11/13/2020

Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$28,997.85
	Transactions	
Program 06016D - 2016 D Multi Use Paths Totals	Invoice 1	\$28,997.85
	Transactions	
Department 06 - Controller's Office Totals	Invoice 5	\$41,214.10
	Transactions	
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 5	\$41,214.10
	Transactions	
Grand Totals	Invoice 497	\$1,733,592.14
	Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
11/25/2020	Claims				1,733,592.14
					<u>1,733,592.14</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 \$ 1,733,592.14

Dated this 24th day of November 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_____