

**Board of Public Works Meeting
December 08, 2020**



Topic: Board Of Public Works

Time: Dec 8, 2020 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

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**AGENDA
BOARD OF PUBLIC WORKS
DECEMBER 08, 2020**

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, December 08, 2020 at 5:30 p.m.

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

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes – November 24, 2020
2. Resolution 2020-59: Approve Declaration of Surplus Vehicles – Fleet Maintenance Division
3. Approve Addendum #2 to RTA Contract for Fleet Maintenance Software Services
4. Approve Renewal #2 of Agreement with SSW Enterprises, LLC., for Custodial Maintenance and Janitorial Services at Public Works Facilities
5. Approval of Payroll

IV. NEW BUSINESS

1. Resolution 2020-57: Approve Order to Remove Structure at 1020 W. Allen
2. Approve Award Construction Contract with E&B Paving, Inc., for the Moores Pike at Smith Road Crosswalk and Ramp Project
3. Approve Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC., for Neighborhood Greenway Projects
4. Approve Contract Amendment #2 with VS Engineering for Temporary Engineering Staff Services
5. Approve Change Order #8 for the West 17th Street Reconstruction Project
6. Approve Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the Adams Street Sidewalk Project

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 24th, 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
Michael Large – Public Works
Matt Smethurst – Planning and Transportation
Neil Kopper – Planning and Transportation
Roy Aten – Planning and Transportation
Paul Kehrberg – Planning and Transportation
Russell White – Planning and Transportation
Jacqueline Moore – City Legal

Beth Hollingsworth thanked all the crews for leaf collection and wished everyone a safe and Happy Thanksgiving.

**MESSAGES FROM
BOARD MEMBERS**

1. Approval of Minutes – November 10, 2020

2. Approval of Payroll

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

Matt Smethurst, Planning and Transportation, presented Approve Award Construction Contract to E&B Paving, Inc., for the 3rd and Indiana Signal Replacement Project. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to Approve Award Construction Contract to E&B Paving, Inc., for the 3rd and Indiana Signal Replacement Project. Palazzo seconded. Motion is passed.

Roy Aten, Planning and Transportation, presented Approve Construction Inspection Contract with Crossroad Engineers, PC for the 7th Street Protected Bike Lane Project. See meeting packet for details.

Board Comments: None

Palazzo made a motion to Approve Construction Inspection Contract with Crossroad Engineers, PC for the 7th Street Protected Bike Lane Project. Hollingsworth seconded. Motion is passed.

Russell White, Planning and Transportation, presented Approve Award Construction Contract to Milestone Contractors, LP for the 14th Street Sidewalk Project. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to Approve Award Construction Contract to Milestone Contractors, LP for the 14th Street Sidewalk Project. Palazzo seconded. Motion is passed.

CONSENT AGENDA

NEW BUSINESS

**Approve Award
Construction Contract to
E&B Paving, Inc., for the
3rd and Indiana Signal
Replacement Project**

**Approve Construction
Inspection Contract with
Crossroad Engineers, PC.,
for the 7th Street Protected
Bike Lane Project**

**Approve Award
Construction Contract to
Milestone Contractors, LP
for the 14th Street Sidewalk
Project**

Neil Kopper, Planning and Transportation, presented Approve Addendum #1 to Agreement for Consulting Services with American Structurepoint, Inc., for the Discovery Parkway Project. See meeting packet for details.

Approve Addendum #1 to Agreement for Consulting Services with American Structurepoint, Inc., for the Discovery Parkway Project

Board Comments: None

Hollingsworth made motion to Approve Addendum #1 to Agreement for Consulting Services with American Structurepoint, Inc., for the Discovery Parkway Project. Palazzo seconded. Motion is passed.

Paul Kehrberg, Planning and Transportation, presented Resolution 2020-58: Approve Right-of-Way Encroachment Agreement for 202 E. 6th Street. Monroe County Historical Society is requesting a dog waste station. See meeting packet for details.

Resolution 2020-58: Approve Right-of-Way Encroachment Agreement for 202 E. 6th Street

Board Comments: Hollingsworth asked if the dog waste should be put in a City waste container, that it won't be one located with the waste station. Kehrberg confirmed.

Cox Deckard mentioned that there are a number of City trash receptacles in the area, so those are the ones that would be used. Cox Deckard also confirmed that the cost of the dog waste station is covered by the History Center and not by the City.

Palazzo made a motion to Approve Resolution 2020-58: Right-of-Way Encroachment Agreement for 202 E. 6th Street. Hollingsworth seconded. Motion is passed.

J.D. Boruff, Public Works, presented Approve Agreement with Martin Riley, Inc., for Architectural and Engineering Services for Fire Station #1 Renovations. See meeting packet for details.

Approve Agreement with Martin Riley, Inc., for Architectural and Engineering Services for Fire Station #1 Renovations

Board Comments: Cox Deckard confirmed the renovation is primarily interior. She asked if there would be overlap from the culvert project that would require additional services. Boruff did not anticipate any need for additional services. Cox Deckard also mentioned that the renovation makes for a more equitable space, since not all firefighters are men and this will allow space for everyone that is serving.

Hollingsworth made a motion to Approve Agreement with Martin Riley, Inc., for Architectural and Engineering Services for Fire Station #1 Renovations. Palazzo seconded. Motion is passed.

J.D. Boruff, Public Works, presented Approve Agreement with Harrell-Fish, Inc., for the Replacement of Incinerator at Animal Care and Control. See meeting packet for details.

Approve Agreement with Harrell-Fish, Inc., for the Replacement of Incinerator at Animal Care and Control

Board Comments: Hollingsworth asked if contract included the cost of removal of the old incinerator. Boruff confirmed that the costs are included in the contract

Palazzo made a motion to Approve Agreement with Harrell-Fish, Inc., for the Replacement of Incinerator at Animal Care and Control. Hollingsworth seconded. Motion is passed.

Michael Large, Public Works, presented Approve Service Agreement with Recollect Systems, Inc., for Digital Sanitation Software. Adam Wason, Public Works, commented that we are excited to move this forward as we are seeing a heavy increase in calls regarding the recycling program. Wason is hopeful the software will help reduce Sanitation calls. See meeting packet for details.

Approve Service Agreement with Recollect Systems, Inc., for Digital Sanitation Software

Board Comments: Hollingsworth asked how the information will be disseminated to the public. Wason said that it will involve a pretty significant PR campaign, including media, fliers, and landing pages on websites. Hollingsworth asked how soon could we hope to see a difference in the number of calls that are being received after this information is out to the public. Wason responded that the hope is that there will be a significant reduction, but it will take some time.

Hollingsworth made a motion to Approve Service Agreement with Recollect Systems, Inc., for Digital Sanitation Software. Palazzo seconded. Motion is passed.

Adam Wason, Public Works, commented on the importance of taking all the necessary precautions for COVID. He said he is thankful of all the hard work from the Board of Public Works, and staff throughout the City, but especially the Sanitation Division.

STAFF REPORTS & OTHER BUSINESS

APPROVAL OF CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$1,733,592.14. Palazzo seconded. Motion is passed

ADJOURNMENT

Cox Deckard called for adjournment at 6:00 p.m.

Accepted By:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Declaration of Surplus Fleet Vehicles
Petitioner/Representative: Jason Speer, Director, Fleet Maintenance Division
Staff Representative: Jason Speer
Date: December 4, 2020

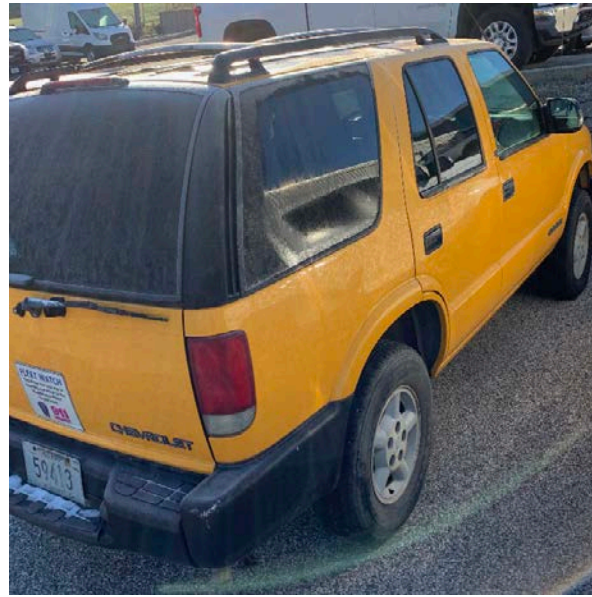
Report:

The Fleet Maintenance Division purchases and provides vehicles to various City departments so that they can provide a wide range of vital municipal government services to the residents of Bloomington. These vehicles all have limited service lives determined by their type and operational duties. As vehicles reach the end of their lifecycle they are reclaimed by the Fleet Maintenance Division and replaced. The Fleet Maintenance Division has six vehicles that have been placed out of service and wishes to dispose of them as surplus property via the utilization of govdeals.com, an online auctioning service. To date this collaboration with Govdeals.com has resulted in more than \$40,000 in revenue received. All revenue received from the online auction is placed directly in the City of Bloomington's Vehicle Replacement Fund for future capital vehicle purchasing needs.

Staff is requesting that the Board of Public Works declare the vehicles in Attachment A as surplus so that they can be sold on govdeals.com.

Recommendation and Supporting Justification:

Recommend Approval Denial by: *Jason Speer*



ATTACHMENT A

Notice is hereby given in accordance with IC 5-22-22 that the City of Bloomington will sell at public auction the following surplus property and equipment:

YEAR	MAKE_MODEL	UNIT #	VIN #	MILEAGE
2010	Ford Ranger	223	1FTKR1AD6APA39271	23,040
2010	Ford Ranger	227	1FTKR1AD5APA39276	33,442
2006	Dodge Caravan	506	2B4GT44L11R151144	59,868
2001	Chevy Blazer	594	1GNDDT13W51K246473	55,752
2001	Chevy Blazer	595	1GNDDT13W31K193983	74,600
2004	Chevy Blazer	509	1GNDDT13XX4K155423	101,327

This public auction of surplus property will be sold on the website www.govdeals.com beginning Monday, December 16, 2020. Purchasing guidelines for the items listed can be found on the website on or after that date. To request inspection of the listed items please contact the Fleet Maintenance Division at (812) 349-3494 to arrange a time to inspect the vehicles, Monday through Thursday between 8am to 2pm.

All items sold As Is Where Is

Please Run Once

Run Date Requested: On or after Wednesday, December 9, 2020.

Please Invoice: City of Bloomington, Fleet Maintenance Division
P.O. Box 100, Bloomington, IN 47402

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS
RESOLUTION 2020 – 59**

DISPOSAL OF SURPLUS PROPERTY

WHEREAS, in accordance with Indiana Code §36-9-6-3, the City of Bloomington Board of Public Works has custody of all real and personal property of the City of Bloomington; and

WHEREAS, it is in the public interest for the City to periodically sell or dispose of certain property which has become obsolete, has low value or is in disrepair; and

WHEREAS, in accordance with Bloomington Municipal Code § 2.11.030, the Fleet Maintenance Department is responsible for the orderly maintenance and disposal of all vehicles owned by the City, its departments, agencies, boards, commissions and councils; and

WHEREAS, the Fleet Maintenance Manager has determined that a large number of City vehicles and some equipment used to maintain those vehicles are no longer needed and are unfit for the purpose for which they were intended and are therefore considered surplus property; and

WHEREAS, the City of Bloomington's Board of Public Works wishes to dispose of this surplus property by offering this property for sale to the general public in an open, transparent, and cost-effective manner; and

WHEREAS, the City of Bloomington's Board of Public Works is empowered to declare these vehicles and equipment to be surplus property and to authorize their disposal.

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

1. The foregoing recitals are hereby incorporated herein as fully set forth.
2. Pursuant to IC 5-22-22, §§ 3 and 4.5, the property set forth in Attachment A shall be declared to be surplus for purposes of disposal.
3. The City is hereby authorized to participate in another of GovDeals, Inc.'s internet-based auctions, as first authorized by the Board of Public Works in Resolution 2020-10.
4. The internet-based auction will be conducted in accordance with the standard procedures of GovDeals, Inc., and the number of days for bidding on the vehicles and equipment identified in Attachment A shall be a minimum of fifteen (15) calendar days.

5. Upon completion of auction and sale of any vehicle or piece of equipment identified in Attachment A shall be removed from the City of Bloomington fixed asset inventory.

ADOPTED THIS 8th DAY OF December, 2020.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

ATTEST:

Adam Wason, Director
Public Works Department



Board of Public Works Staff Report

Project/Event: Purchase Upgraded Data Collection Software
Petitioner/Representative: Jason Speer, Director, Fleet Maintenance Division
Staff Representative: Jason Speer
Date: December 8, 2020

Report:

The Fleet Maintenance Division currently has a service contract with Ron Turley Associates, Inc. to provide fleet management software and support services. This request is to upgrade the software system to enable the transfer of historical data as we move to the Lucity Enterprise system that has previously been approved by the Board. Total amount requested for this software upgrade is \$7,280. Staff has reviewed the quote and is requesting that the Board of Public Works approval

Recommendation and Supporting Justification:

Recommend Approval Denial by: *Jason Speer*



RON TURLEY ASSOCIATES, INC.
FLEET MANAGEMENT SOFTWARE & SUPPORT SERVICES

20823 N. 19th Ave., Suite 4
Phoenix, AZ 85027
Phone: 623-259-1046 (USA) • 800-473-5338 (CN) • 623-581-2447 (Worldwide)
Website: www.rtafleet.com Email: rta@rtafleet.com • sbarker@rtafleet.com

December 1, 2020

City of Bloomington,

The VISION database you are operating on is a Microsoft operating system that is no longer going to be supported by Microsoft which will make it not fully compatible with RTA. Our solution for your operation is to move your fleet maintenance program to a SQL database. Below is the data conversion and license fee associated with this change.

Thank you for the opportunity to quote the RTA Fleet Management System, SQL solution for your equipment information needs. We are confident that our software, expertise, and experience will be an asset to your operation.

Quoted RTA Software on SQL:

RTA Application Runtime for SQL w/ Data Conversion.....	\$5,780.00
Up to Ten (10) User RTA License Conversion/Upgrade.....	\$1,500.00
TOTAL.....	\$7,280.00
Yearly warranty: \$3,995	

**Plus any applicable sales tax*

Sincerely,

Shauna Barker
RTA Representative

Signed: _____ Date: _____ PO#: _____
City of Bloomington



Board of Public Works Staff Report

Project/Event: Renewal of Agreement with SSW Enterprises, LLC (dba Office Pride) for Cleaning Services at Public Works Facilities Through 2021

Petitioner/Representative: Public Works Facilities Division

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

Meeting Date: 12/8/2020

SSW Enterprises, LLC, wishes to renew this Agreement, as allowed in the original agreement. This second, and final renewal, is for calendar year 2021. This renewal covers cleaning services for Public Works maintained facilities. We are currently in the second year under the current agreement and intend to issue an RFP for a new agreement before the end of 2021.

Staff recommends renewing the agreement with SSW Enterprises, LLC, to extend it through 2021 for an amount not to exceed \$233,883.44, which is the amount of the current agreement.

Respectfully submitted,

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

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



Board of Public Works Staff Report

Project/Event: Cleaning Contract for Public Works Department

Petitioner/Representative: Department of Public Works

Staff Representative: J. D. Boruff, Facilities Director, Public Works

Meeting Date: September 18, 2018

A Request for Proposals (RFP) was issued on July 30, 2018 for cleaning services at City of Bloomington Public Works Department, and City of Bloomington Utilities, facilities. The scope of the contract includes cleaning services at 10 Facilities. A mandatory site meeting was held on August 10, 2018. During this meeting interested vendors were walked through all facilities in question, given details on submitting a proposal, and had an opportunity to ask questions. The submittals were due by 12:00 pm on August 20, 2018. There were two companies that submitted proposals, Executive Management Services and SSW Enterprises, LLC (dba OfficePride Cleaning). The criteria for evaluation, and our position on how each submitter meets them are detailed below.

Performance

EMS is the current contractor for cleaning services for both the Department of Public Works and City of Bloomington Utilities. Staffing at City Hall in particular has created some issues. When EMS started their services, there were 3 employees consistently assigned to City Hall. Now there are no more than 2 employees on any given night. This has created issues with "deep cleaning" tasks such as high dusting. This issue was brought up with EMS staff and they refuted that this was the case. There have been discussions with several City staff members who have been at City Hall for several years, and they state that this is actually what has happened. It was requested that the floors in City Hall be stripped and waxed in December of 2017. It took two more requests before the floors were finally refinished in April of 2018. There was one instance where a stain was observed on a toilet (downstairs men's public bathroom) for more than 3 weeks before it was cleaned.

References

References were checked for both companies. When references were checked for SSW Enterprises, LLC, they all were favorable. We attempted to contact the references for EMS. Two of the references did not respond to our attempt to contact them. The

one reference we were able to obtain for EMS was very negative. The person we spoke with claimed they were in the process of looking for a new contractor for their cleaning service. They went on to give details for this. These included employee turnover, necessity of frequent meetings to discuss deficiencies in EMS' performance, and EMS adding additional costs to their billing without their knowledge or consent. SSW Enterprises, LLC definitely has better references than EMS.

Contract Information, including how complaints are handled

Both companies have a web based system for handling complaints. SSW Enterprises, LLC has a local office located at 113 East 6th Street. We feel a local company would be more responsive to complaints and feedback.

Staffing capability and availability

Both companies would be able to meet staffing requirements and be available to start when specified by the contract. SSW Enterprises, LLC, would have a supervising staff member dedicated to floors and facility inspection. Also, SSW Enterprises, LLC, has an office in Bloomington. Because of these considerations, staff feels SSW Enterprises, LLC, would better serve our needs in this area.

Green Cleaning program

Both submitters detailed the green cleaning products they would be using and the standards that they met. EMS has the GS-42 certification, but this is not required. We feel both EMS and SSW Enterprises, LLC, would be able to meet our requirements for green cleaning practices. This area of consideration favors neither company.

Equipment and supplies

Both EMS and SSW Enterprises, LLC, submitted adequate equipment lists, cleaning product information, and information on paper products.

Cost of Service

The cost of services proposed by the two companies were fairly close given the total amount of the contract. The annual cost of services, including supplies, as would be requested by the Public Works Department are as follows:

EMS	\$209,883.75
SSW Enterprises, LLC	\$203,698.56

The contract would run for the balance of 2018 and all of 2019, with an annual option for renewal for 2020 and 2021.

Based on all criteria evaluated, Public Works staff recommends award of the Department of Public Works contract for custodial services to SSW Enterprises, LLC. The contract with SSW Enterprises, LLC would be at total of \$254,623.20.

Respectfully submitted,

A handwritten signature in black ink that reads "JD Boruff". The signature is written in a cursive style with a large, stylized "J" and "D" at the beginning.

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

PROJECT NAME: Custodial Maintenance & Janitorial Services

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

This Agreement, entered into on this 7th day of September, 2018, by and between the City of Bloomington Public Works Department through the Department of Public Works (hereinafter referred to as "Department"), and SSW Enterprises, LLC, (hereinafter referred to as "Contractor"),

WITNESSETH:

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

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

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

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

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

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

In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with the Public Works Facilities and Operations Director or his or her designee(s).

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

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

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

A. Representative

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

B. Decisions

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

Article 4. Term of Agreement:

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

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

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

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

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

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

A. Timing and Format for Billing:

Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within forty-five (45)

calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Department may reasonably require.

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

B. Billing Records:

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

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

Article 7. Schedule: Contractor shall perform the Services according to the schedule set forth in Exhibit C, Schedule. Exhibit C is attached hereto and incorporated herein by reference as though fully set forth. The time limits established by this schedule shall not be exceeded, except for reasonable cause as mutually agreed by the parties.

Article 8. Termination: In the event of a party's substantial failure to perform in accordance with the terms of this Agreement, the other party shall have the right to terminate the Agreement upon written notice. The nonperforming party shall have fourteen (14) calendar days from the receipt of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

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

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

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

Article 11. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the City of Bloomington, the Department, and the officers, agents and employees of the City and the Department from any and all claims, demands, damages, costs, expenses or other liability arising out of bodily injury or property damage (collectively "Claims") but only to the extent that such Claims are found on a comparative basis of fault to be caused by any negligent act or omission of Contractor or Contractor's officers, directors, partners, employees, or subcontractors in the performance of services under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 20. Compliance with Laws: In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations, including any and all regulations for protection of the environment. When appropriate, Contractor shall advise Department of any and all applicable regulations and approvals required by the Federal Environmental Management Agency (FEMA). Where such statutes, ordinances, plans or regulations of any public authority having any jurisdiction on the project are in conflict, Contractor shall proceed using its best judgment only after attempting to resolve any such conflict between such governmental agencies, and shall notify the Department in a timely manner of the conflict, attempts of resolution, and planned course of action. Contractor shall comply with the City's Living Wage Ordinance throughout the term of this Agreement.

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

Department:

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

Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

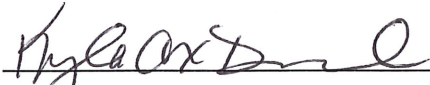
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

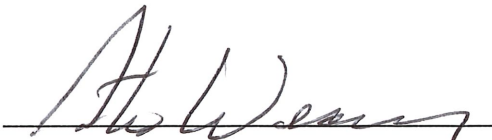
Owner

Contractor

City of Bloomington
Department of Public Works


SSW Enterprises, LLC

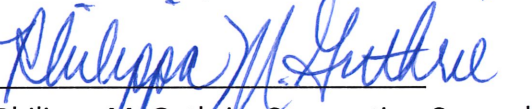
By: 
Kyla Cox Deckard, President


Stanley Weaver, Member and Owner

By: 
Beth H. Hollingsworth, Vice President

By: 
Dana Palazzo, Secretary

By: 
Adam Wason, Director
Public Works Department

By: 
Philippa M. Guthrie, Corporation Counsel

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


CITY OF BLOOMINGTON
Controller
Reviewed by: 
DATE: 9-13-19
FUND/ACCT: 1-1-12-53610

EXHIBIT A

Scope of Work for Department of Public Works Facilities

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

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

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

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

Office Areas (Approximately 31,500 Square Feet)

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

Conference Rooms (Approximately 2,100 Square Feet)

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

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

Copy Rooms (Approximately 850 Square Feet)

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

Common Areas (Approximately 8,700 Square Feet)

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

Break Room Areas (Approximately 650 Square Feet)

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

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

Stairs and Elevator (Approximately 600 Square Feet)

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

Restrooms (Approximately 3,100 Square Feet)

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

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

Office Areas (Approximately 1,350 Square Feet)

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

Common Areas (Approximately 100 Square Feet)

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

Restrooms (Approximately 200 Square Feet)

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

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

Office Area (Approximately 230 Square Feet)

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

Common Area (Approximately 250 Square Feet)

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

Break Room (Approximately 350 Square Feet)

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

Restrooms (Approximately 280 Square Feet)

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

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

Office Areas (Approximately 730 Square Feet)

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

Common Area (Approximately 750 Square Feet)

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

Break Room (Approximately 65 Square Feet)

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

Restrooms (Approximately 600 Square Feet)

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

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

Skywalk (Approximately 1,800 Square Feet)

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

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

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

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

Public Restrooms (Approximately 150 Square Feet)

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

Break Room (Approximately 690 Square Feet)

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

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

Meeting Room (Approximately 910 Square Feet)

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

Spot clean all walls, light switches and doors. Weekly

Empty All Trash Receptacles And Replace Liners As Necessary. Weekly

Damp Mop Entire Area. Weekly

Dust ledges and window sills. Weekly

Dust All Low Reach Areas. Weekly

Dust All High Reach Areas. Weekly

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

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

EXHIBIT B
SCHEDULE OF COMPENSATION

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

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

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

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

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

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

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

EXHIBIT C
SCHEDULE

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

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

**EXHIBIT D
PRINCIPAL PERSONNEL**

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

Position / Responsibility

Name

Member and Owner

Stanley Weaver

STATE OF Indiana)
) SS:
COUNTY OF Marion)

AFFIDAVIT REGARDING E-VERIFY

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

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

Stan Weaver
Signature

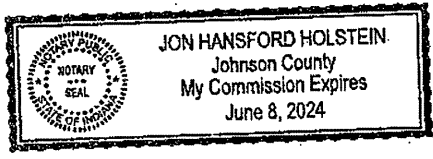
Stan Weaver
Printed name

STATE OF Indiana)
) SS:
COUNTY OF Marion)

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

Jon Hansford Holstein
Notary Public
Jon Hansford Holstein
Printed name

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



**RENEWAL #2 TO AGREEMENT FOR CUSTODIAL MAINTENANCE &
JANITORIAL SERVICES FOR PUBLIC WORKS FACILITIES**

Between the

CITY OF BLOOMINGTON and SW ENTERPRISES, LLC

On September 18, 2018, the Board of Public Works awarded the Agreement for the provision of custodial maintenance and janitorial services at Public Works Facilities to SSW Enterprises, LLC. This Renewal #2 supplements that Agreement for Custodial Maintenance & Janitorial Services at City of Bloomington Facilities as follows:

1. **Article 4. Term of Agreement: Renewal Term:** states that the Agreement may be renewed up to two (2) for additional one (1) year terms for the work to be conducted in 2020 and 2021, provided neither party gives written notice to the other of its intent not to renew this Agreement at least sixty (60) days prior to the expiration of the first Renewal Term. The second and final Renewal Term, if entered, would begin on January 1, 2021, and end on December 31, 2021.
2. The parties wish to renew this Agreement for the calendar year 2021.
3. In all other respects, the Agreement shall remain in effect as originally written.

CITY OF BLOOMINGTON

SSW ENTERPRISES, LLC

By: _____
Kyla Cox Deckard, President
Board of Public Works

By: _____
Stanley Weaver, Member and Owner

Date: _____

Date: _____

By: _____
Adam Wason, Director, Public Works Dept.

Date: _____

By: _____
Philippa M. Guthrie, Corporation Counsel

Date: _____

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/4/2020	Payroll				450,463.80
					<u>450,463.80</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 \$ 450,463.80

Dated this 8th day of December year of 2020.

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

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Resolution to uphold the Order to Remove
Petitioner/Representative: HAND
Staff Representative: Michael Arnold
Date: 08 December 2020

Report:

05 November 2020	Received Fire Report
05 November 2020	Site Drive By
17 November 2020	Sent Order to Remove
25 November 2020	Rec'd Cert Mail Return Receipt

This is a structure that was severely damaged by fire on 24 September 2020. A drive by of the property showed partial walls still standing and debris on the property from the fire. Order to Remove requires a Resolution from the Board of Public Works. Hand is asking for the Resolution to be upheld.

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





BLOOMINGTON
TRANSIT
**BUS
STOP**
336-AIDE
4 BLOOMFIELD RD HEATHERWOOD





Board of Public Works Staff Report

Project/Event: Award Construction Contract for the Moores Pike at Smith Road Crosswalk and Ramp Project.
Petitioner/Representative: Planning and Transportation Department
Staff Representative: Russell White
Date: 12/08/2020

Report:

Summary of Contract: This contract includes the installation of a sidewalk, curb ramps, and marked crosswalks at the intersection of Moores Pike and Smith Road. The City received two Quotes for this project. They are as follows:

- E & B Paving LLC \$33,650.00
- Milestone Contactors LP \$62,900.00

City Staff reviewed the quotes and are recommending awarding the contract to E & B Paving LLC, the lowest responsible and responsive quoter, with a quote of \$33,650.00.

Recommendation and Supporting Justification: City Staff reviewed the quotes and are recommending awarding the contract to E & B Paving LLC, the lowest responsible and responsive quoter, with a quote of \$33,650.00.

Recommend **Approval** **Denial by:** *Russell White*

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

PLANNING AND TRANSPORTATION DEPARTMENT

AND

E & B Paving LLC

FOR

SMITH ROAD AT MOORES PIKE SIDEWALK PROJECT

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 installation of a sidewalk, curb ramps, and marked crosswalks at the intersection of Smith Road and Moores Pike, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within forty-five (45) 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 Quote, attached hereto as Attachment 'D'. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

Single Lump Sum payment upon acceptance of this project, retainage will not be required and an Escrow Agreement will not be required.

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.

5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.
11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

<u>Coverage</u>	<u>Limits</u>
A. Worker's Compensation & Disability	Statutory Requirements
B. Employer's Liability Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee
C. Commercial General Liability (Occurrence Basis)	\$1,000,000 per occurrence
Bodily Injury, personal injury, property damage, contractual liability, products-completed operations, General Aggregate Limit (other than Products/Completed Operations)	and \$2,000,000 in the aggregate
Products/Completed Operation	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage (any one fire)	\$50,000
D. Comprehensive Auto Liability (single limit, owned, hired and non-owned)	\$1,000,000 each accident
Bodily injury and property damage	
E. Umbrella Excess Liability	\$5,000,000 each occurrence and aggregate

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

5.06 **Necessary Documentation** CONTRACTOR certifies that it will furnish CITY any and all documentation, certification, authorization, license, permit or registration required by the laws or rules and regulations of the City of Bloomington, the State of Indiana and the United States. CONTRACTOR further certifies that he or she is now and will maintain in good standing with such governmental agencies and that he or she 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 themselves and all his or her 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 he or she:

- a. Has formulated his or her 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 his or her 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 his or her employees, CONTRACTOR or his or her 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) feet in depth.

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Contractor
Attn: Russell White	Todd Hoops, Area Manager
401 N. Morton St., Suite 130	2520 West Industrial Park Drive
Bloomington, Indiana 47404	Bloomington, Indiana 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 he or she receives an official written Notice to Proceed (NTP) 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 his or her 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 his or her subcontractors learns is an unauthorized alien. If the City obtains information that the Contractor or any of his or her subcontractors employs or retains an employee who is an unauthorized alien, the City shall notify the Contractor or his or her 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 his or her 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 his or her subcontractor did not knowingly employ an unauthorized alien. If the Contractor or his or her 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 his or her 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.

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"

Smith Road at Moores Pike Sidewalk Project

This project shall include, but is not limited to, the installation of a sidewalk, curb ramps, and marked crosswalks at the intersection of Smith Road and Moores Pike

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
(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

Date: _____, 20__

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 #: _____

*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: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

ATTACHMENT 'D'

"Unit Prices"

MOORES PIKE/SMITH ROAD

-
BID TOTALS

<u>Bid Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
1	CONSTRUCTION ENGINEERING	1.000	LS	2,100.00	2,100.00
2	MOBILIZATION AND DEMOBILIZATION	1.000	LS	5,314.00	5,314.00
3	CLEARING RIGHT OF WAY	1.000	LS	4,050.00	4,050.00
4	EXCAVATION COMMON	20.000	CY	280.00	5,600.00
5	TEMPORARY SILT FENCE	80.000	LF	6.00	480.00
6	COMPACTED AGGREGATE NO 53	7.000	TON	145.00	1,015.00
7	PAVEMENT PATCH DETAIL 1 (50)	5.000	SY	275.00	1,375.00
8	SIDEWALK CONCRETE	18.000	SY	105.00	1,890.00
9	CURB RAMP CONCRETE	11.000	SY	285.00	3,135.00
10	DESTRUCTIBLE WARNING SURFACES	5.000	SY	355.00	1,775.00
11	CURB CONCRETE	4.000	LF	135.00	540.00
12	MULCHED SEEDING	37.000	SY	25.00	925.00
13	TRANSVERSE MARKING THERMOPLASTIC STO	48.000	LF	15.00	720.00
14	TRANSVERSE MARKING THERMOPLASTIC CRO	146.000	LF	5.00	730.00
15	MAINTAINING TRAFFIC	1.000	LS	3,300.00	3,300.00
16	SIGN RESET	2.000	EA	350.00	700.00
17	LIQUIDATED DAMAGES	1.000	DKL	1.00	1.00

Bid Total ----- \$33,680.00



Board of Public Works Staff Report

Project/Event: Approval of the Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 12/8/2020

Report: This contract contains services to complete preliminary engineering tasks for multiple Phase 1 neighborhood greenway projects as prioritized in the City’s Transportation Plan. The treatments used to create these facilities can vary, but neighborhood greenways most frequently use traffic calming and placemaking tools on a neighborhood street to create an environment where people walking and bicycling are comfortable sharing the street with motor vehicles.

Eagle Ridge was selected to perform preliminary engineering services for approximately half of the Phase 1 neighborhood greenways based on their response to an RFI. Anticipated projects include 7th (Union to Bypass), 7th (Bypass to Glenwood), Allen (Patterson to Walnut), Ralston/Graham (Rockport to B-Line), and Henderson (Hunter to Smith). Compensation for these services is set at a not-to-exceed amount of \$331,676.00. Each individual greenway project will involve public input and construction of the projects will likely be spread between 2021 and 2023.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with Eagle Ridge Civil Engineering Services, LLC for Neighborhood Greenway Projects.

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	12/8/2020
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD

PROJECT NAME: Neighborhood Greenways

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 Eagle Ridge Civil Engineering Services, LLC, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts modify certain roadway corridors to better and more safely accommodate shared use by bicycles, pedestrians and vehicular traffic; and

WHEREAS, the specific roadway corridors are better described as follows:

- 7th Street from Union Street to the SR45/46 Bypass
- 7th Street from the SR 45/46 Bypass to Glenwood Avenue
- Henderson Street from Hunter Avenue to Smith Avenue
- Allen Street from Patterson Drive to Walnut Street
- Graham Drive and/or Ralston Drive from Rockport Road to Bryan Street

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including concept development, the preparation of site and roadway designs, coordination with City, the public, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, 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 engineering design services for the development of roadway (greenway) concepts including various pavement, markings, signage, curbs and curb ramps, and sidewalk treatments intended to promote better and safer mixed use of roadway corridors, and then to design and prepare plans, specifications and estimates for approved features. 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 Neil Kopper, Project Engineer, Department of Planning and Transportation (“Kopper”), to serve as the Board’s representative for the project. Kopper shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B – Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The five areas identified are to be billed separately by percent progress on primary tasks as shown in Exhibit B. The total compensation paid for the work under this contract, including fees and expenses, shall not exceed the amount of **Three Hundred Thirty-One Thousand, Six Hundred Seventy-Six Dollars (\$331,676.00)**. These sums include 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, 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: Neil Kopper
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Eagle Ridge Civil Engineering Services, LLC
Attn: Brock Ridgway
1321 Laurel Oak Drive
Avon, IN 46123

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

Consultant

City of Bloomington
Board of Public Works

Eagle Ridge Civil Engineering Services, LLC

By: _____
Kyla Cox Deckard, President

Brock Ridgway, P.E.
Managing Member

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

Provided as separate spreadsheet by project area.

**EXHIBIT B
COMPENSATION**

This project is to be completed and invoiced using a Lump Sum basis with primary tasks billed separately based on percent complete. 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 A. 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: Union to Bypass		
Data Gathering/Base Map		\$ 7,609
Concept Development		\$ 3,406
Design		\$ 15,212
Design Support		\$ 3,876
Bidding and Construction		\$ 4,721
Project Management		\$ 741
Greenway Planning (Rundell)		\$ 21,441
GIS Base Mapping (Etica)		\$ 817
	TOTAL:	\$ 57,822

7th Street: Bypass to Glenwood		
Data Gathering/Base Map		\$ 5,298
Concept Development		\$ 3,406
Design		\$ 10,813
Design Support		\$ 2,394
Bidding and Construction		\$ 3,421
Project Management		\$ 741
Greenway Planning (Rundell)		\$ 16,401
GIS Base Mapping (Etica)		\$ 817
	TOTAL:	\$ 43,289

Henderson Street: Hunter to Smith		
Data Gathering/Base Map		\$ 5,309
Concept Development		\$ 3,406
Design		\$ 11,654
Design Support		\$ 2,693
Bidding and Construction		\$ 3,486
Project Management		\$ 741

Greenway Planning (Rundell)		\$ 18,921
GIS Base Mapping (Etica)		\$ 817
	TOTAL:	\$ 47,026

Allen Street: Patterson to Walnut		
Data Gathering/Base Map		\$ 7,362
Concept Development		\$ 3,406
Design		\$ 17,195
Design Support		\$ 3,629
Bidding and Construction		\$ 4,721
Project Management		\$ 741
Greenway Planning (Rundell)		\$ 23,436
GIS Base Mapping (Etica)		\$ 817
	TOTAL:	\$ 61,306

Ralston/Graham: Rockport to Bryan		
Data Gathering/Base Map		\$ 7,821
Concept Development		\$ 3,406
Design		\$ 12,538
Design Support		\$ 3,434
Bidding and Construction		\$ 3,980
Project Management		\$ 741
Greenway Planning (Rundell)		\$ 22,491
GIS Base Mapping (Etica)		\$ 817
	TOTAL:	\$ 55,227

Survey Allowance (any project area)	TOTAL:	\$ 67,005
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TOTAL FOR CONTRACT	\$331,676
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**EXHIBIT C
PROJECT SCHEDULE**

	7th: Union to Bypass	7th: Bypass to Glenwood	Henderson Street	Allen Street	Ralston/ Graham
MILESTONES					
Notice to Proceed	NLT Jan 2, 2021	NLT Jan 2, 2021	NLT Jan 2, 2021	NLT Jan 2, 2021	NLT Jan 2, 2021
Early Coordination	January 2021	January 2021	January 2021	January 2021	January 2021
Fieldwork	Feb 2021	Feb 2021	Feb 2021	Feb 2021	Feb 2021
Client Mtg	Feb 2021	Feb 2021	Feb 2021	Feb 2021	Feb 2021
Prelim Public Meeting	March 2021	March 2021	March 2021	March 2021	March 2021
25% Plans	March 2021	March 2021	March 2021	March 2021	March 2021
Prelim Estimate, Review, and Field Walk	April 2021	April 2021	April 2021	April 2021	April 2021
50% Plans	May 2021	May 2021	May 2021	June 2021	June 2021
Public Meeting 2	June 2021	June 2021	June 2021	August 2021	August 2021
95% Plans	August 2021	August 2021	August 2021	October 2021	October 2021
Review meeting	Sept 2021	Sept 2021	Sept 2021	Nov 2021	Nov 2021
Final Public Meeting	Oct 2021	Oct 2021	Oct 2021	Dec 2021	Dec 2021
100% Plans/Specs/Estimate	December 2021	December 2021	December 2021	February 2022	February 2022
Bidding	TBD	TBD	TBD	TBD	TBD
Construction	TBD	TBD	TBD	TBD	TBD

**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

Senior Project Manager

Brock Ridgway, PE

Project Engineer

Michael Tanis, PE

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 Managing Member of Eagle Ridge Civil Engineering Services, LLC
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.

Brock Ridgway, P.E.
Managing Member

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

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

**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_____.

Eagle Ridge Civil Engineering Services, LLC
(Name of Organization)

By: _____
Brock Ridgway, P.E.
Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____



Board of Public Works Staff Report

Project/Event: Approve Contract Amendment 2 with VS Engineering for Temporary Engineering Staff Services

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation & Traffic Engineer

Date: 12/8/2020

Report: This contract allows the City's Planning and Transportation Department to receive as-needed engineering services related to design, analysis, inspections, and other work as necessary. This contract is particularly beneficial during times when the Department has vacant positions, but it is also generally beneficial to provide support during busy periods and with specialized services. Work is billed hourly on an as-needed basis. The current contract was entered into on December 11, 2018 and has a total not-to-exceed contract amount of \$105,000. This amendment will extend the timeframe of the contract through the end of 2021 and increase the total amount by \$20,000 to a new not-to-exceed amount of \$125,000.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Contract Amendment 2 with VS Engineering for Temporary Engineering Staff Services.

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

AMENDMENT NUMBER 2
TO
CONSULTING SERVICES CONTRACT

This Amendment Number 2, entered into on this _____ day of December, 2020, is made a part of an agreement dated December 11, 2018, between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as (“BOARD”) and VS Engineering, Inc., (hereinafter referred to as “Consultant”) to provide temporary engineering staff support services necessary to meet workload demands.

Article 4. Compensation and **Exhibit B Compensation** are amended to increase the not to exceed amount by \$20,000.00. The maximum compensation paid shall not exceed \$125,000.00.

Exhibit C Estimated Project Schedule is amended to read “...This Contract shall be effective upon approval of the Board and shall remain in effect through December 31, 2021, unless either party terminates this Agreement in Accordance with Article 7 of the agreement.

All other terms and conditions in the Consulting Services Agreement entered on December 11, 2018, shall remain in full force and effect.

Owner

City of Bloomington
Board of Public Works

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice President

Dana Palazzo, Secretary

Philippa M. Guthrie, Corporation Counsel

Consultant

VS Engineering, Inc.

Sanjay B. Patel, PE
President/Chief Executive Officer



Board of Public Works Staff Report

Project/Event: Change Order #8 for the West 17th Street Reconstruction Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Meeting Date: December 8, 2020

Change Order #8 is for additional compacted stone, concrete blankets, additional traffic control signage rental, pavement marking removal, and additional concrete work.

The original contract amount for the project was \$3,026,526.18. Change Order #8 would result in an increase to the contract of \$14,927.92. The new contract sum would be \$3,381,885.15.

This project is TIF funded. The City of Bloomington will be reimbursed through an INDOT Interlocal Agreement and Community Crossings Matching Grant. The change order is contingent upon approval from the Redevelopment Commission.

Staff has reviewed the proposed change order and recommends approval of Change Order #8 for the West 17th Street Reconstruction Project.

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

Proposal

Owner's/Company Name City of Bloomington PO Box 100 Suite 130 Bloomington, IN 47402		Work Performed by Reed & Sons Construction, Inc. 299 Moorman Rd, Bloomington, IN 47403 (812) 824-9237 FAX: (812) 824-6616 http://www.reedandsonsconstruction.com		
Phone -	Attn	Job No. 17TH		
AFE No.	Job Name 17th Street Reconstruction		Date 11/19/20	

Scope of Work

Modify homeowner's driveway per City of Bloomington's request.

DESCRIPTION	QTY	UoM	PRICE	SUBTOTAL
Deliver, spread, and compact #53 stone to level the grade of the driveway at the street approach.	1	LS	\$643.00	\$643.00


Total cost of work stated in the scope of work stated above:

\$643.00

*I am an authorized representative of the company above. I have certified the work as stated in the above Proposal and accept responsibility for payment on behalf of my company.
 Payment will be due based on terms on Invoice.

*Authorizing Initials _____

Proposal

Owner's/Company Name		Work Performed by	
City of Bloomington PO Box 100 Suite 130 Bloomington, IN 47402		Reed & Sons Construction, Inc. 299 Moorman Rd, Bloomington, IN 47403 (812) 824-9237 FAX: (812) 824-6616 http://www.reedandsonsconstruction.com	
Phone -	Attn		
AFE No.	Job No. 17TH		
Job Name 17th Street Reconstruction		Date 11/19/20	

DESCRIPTION

All other work not specified on page one of this proposal can be performed at the following Unit Price Rates per Time and Material tickets in the field as authorized by owner or owner agent.

DESCRIPTION	Unit Price	UoM
3 man Crew - Billed in 4 hour increments after 1st 8 hours Service Truck including basic power tools Common Skilled Laborer - 2 each Operating Engineer including TL Backhoe or equivalent Heavy machinery - 1 each	\$ 285.00	hour
Dump truck / Tag trailer	\$ 125.00	hour

DESCRIPTION	Unit Price	UoM
Additional charges for Labor not provided by owner - Burden plus 25%	125%	Labor Burden
Additional charges for Material not provided by owner - Invoice plus 10%	110%	Invoice
Additional charges for Equipment not provided by owner - Invoice plus 10%	110%	Invoice
Additional charges for Professional Services or Subcontractors not provided by owner - Invoice plus 5%	105%	Invoice

EXCLUSIONS

Excludes all other work including but not limited to: any allowances, permits and/or right of entry/easements, engineering, design, Layout, surveying, testing, removing/relocating conflicts of existing utilities and/or structures, rock excavation, excavation of concreted utilities in ROW, or remobilizing due to delays beyond our control.

STANDARD CONDITIONS

All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

Submitted by:

Matthew Rollins


THIS PROPOSAL IS ONLY VALID FOR: 30 DAYS


ACCEPTANCE OF PROPOSAL: The above price, terms, and conditions are satisfactory and hereby accepted. By signing here you authorize Reed and Sons Construction, Inc. to do the work as specified.

Accepted By:


EIN / SSN

Dated:

	BLOOMINGTON QUARRY 1100 N. Oard Road, BLOOMINGTON IN 47404		812 333-8560	Center 0071	Ticket#: 2152128 10/01/2020 01:55:27 PM
	Ledges 1-6 Source # 2521 <i>FITH ST DRIVE WAYS</i>			Customer: 30748948	REED & SONS CONSTRUCTION INC.
	Standard	Metric	Product: #53 STONE COMMERCIAL		
Gross:	41300		Job: MCNUTT		
Tare:	28720		Location: F.O.B. BLOOMINGTON IN		
Net:	12580		State Item Nbr:		
Net Tons:	6.29				
PO Nbr: MCNUTT,			Ordered By:		
Hauler: This is to certify that I have personally received the material described hereon as an agent of the Department of Highway and the quantity appears to be as stated on this ticket			Truck: 37682	State Project:	
			Lic:		
			Phy. Truck: 17	Project NBR:	Task:
			Loads: 7	Q Nbr: 972050	Cost Cntr:
			Mt Acc Tones: 104.89	Zone:	Cost Oper:
			Acc. \$	Axles: 3	Cost Acct:
					Orig. Tck:
					Src#: 2521
Copy: 3 of 4				263	
<p>WARNING: Avoid Prolonged Breathing of Crushed Stone. Exposure to dust may affect respiratory system, eyes and/or skin. Crushed stone may contain crystalline silica. Prolonged and repeated breathing of crystalline silica may cause a progressive lung disease called silicosis. Some researchers have reported that there is evidence that prolonged and repeated breathing of high levels of crystalline silica dust may cause lung cancer. Handling: Avoid prolonged inhalation of crushed stone dust. Minimize exposure through wetting or general ventilation. Appropriate protective equipment should be worn when high levels of dust are present. First Aid: For inhalation, move to fresh air and seek medical attention if irritation persists. For eye and skin contact, flush eyes with water, wash skin with soap and water and seek medical attention if irritation persists. For detailed information, see the material safety data sheet before using or handling this product. Hot Asphalt and its vapors may be harmful to the skin, eyes and lungs. Handling: Avoid breathing vapors and limit direct skin contact by using appropriate protective equipment. First Aid: For inhalation, Move to fresh air and seek medical attention. For eye and skin contact, flush with cold water and seek medical attention. For detailed information, see the material safety data sheet before using or handling this product. Suggested Delivery Route: RGI has attempted to locate the most efficient route for delivery as an aid to the Hauler. RGI makes no representation regarding the compatibility of the suggested route with and compliance with applicable state, federal and/or local maximum vehicle weight restrictions. As evidenced by signature, or departure from seller's facility, Carrier acknowledges that carrier is solely responsible for the accuracy of this vehicle's tare weight, axle weights and gross weight. Carrier shall be responsible for notifying seller when any truck or trailer has been overloaded so as to render out of compliance with any applicable weight limits. To the maximum extent allowed by law, carrier shall indemnify seller for any loss caused by overloading.</p>					

	BLOOMINGTON QUARRY 1100 N. Oard Road, BLOOMINGTON IN 47404		812 333-8560	Center 0071	Ticket#: 2152128 10/01/2020 01:55:27 PM
	Ledges 1-6 Source # 2521			Customer: 30748948	REED & SONS CONSTRUCTION INC.
	Standard	Metric	Product: #53 STONE COMMERCIAL		
Gross:	41300		Job: MCNUTT		
Tare:	28720		Location: F.O.B. BLOOMINGTON IN		
Net:	12580		State Item Nbr:		
Net Tons:	6.29				
PO Nbr: MCNUTT,			Ordered By:		
Hauler: This is to certify that I have personally received the material described hereon as an agent of the Department of Highway and the quantity appears to be as stated on this ticket			Truck: 37662	State Project:	
			Lic:		
			Phy. Truck: 17	Project NBR:	Task:
			Loads: 7	Q Nbr: 972050	Cost Cntr:
			Mt Acc Tones: 104.89	Zone:	Cost Oper:
			Acc. \$	Axles: 3	Cost Acct:
					Orig. Tck:
					Src#: 2521
Copy: 4 of 4				263	
<p>WARNING: Avoid Prolonged Breathing of Crushed Stone. Exposure to dust may affect respiratory system, eyes and/or skin. Crushed stone may contain crystalline silica. Prolonged and repeated breathing of crystalline silica may cause a progressive lung disease called silicosis. Some researchers have reported that there is evidence that prolonged and repeated breathing of high levels of crystalline silica dust may cause lung cancer. Handling: Avoid prolonged inhalation of crushed stone dust. Minimize exposure through wetting or general ventilation. Appropriate protective equipment should be worn when high levels of dust are present. First Aid: For inhalation, move to fresh air and seek medical attention if irritation persists. For eye and skin contact, flush eyes with water, wash skin with soap and water and seek medical attention if irritation persists. For detailed information, see the material safety data sheet before using or handling this product. Hot Asphalt and its vapors may be harmful to the skin, eyes and lungs. Handling: Avoid breathing vapors and limit direct skin contact by using appropriate protective equipment. First Aid: For inhalation, Move to fresh air and seek medical attention. For eye and skin contact, flush with cold water and seek medical attention. For detailed information, see the material safety data sheet before using or handling this product. Suggested Delivery Route: RGI has attempted to locate the most efficient route for delivery as an aid to the Hauler. RGI makes no representation regarding the compatibility of the suggested route with and compliance with applicable state, federal and/or local maximum vehicle weight restrictions. As evidenced by signature, or departure from seller's facility, Carrier acknowledges that carrier is solely responsible for the accuracy of this vehicle's tare weight, axle weights and gross weight. Carrier shall be responsible for notifying seller when any truck or trailer has been overloaded so as to render out of compliance with any applicable weight limits. To the maximum extent allowed by law, carrier shall indemnify seller for any loss caused by overloading.</p>					

Proposal

Owner's/Company Name City of Bloomington PO Box 100 Suite 130 Bloomington, IN 47402		Work Performed by Reed & Sons Construction, Inc. 299 Moorman Rd, Bloomington, IN 47403 (812) 824-9237 FAX: (812) 824-6616 http://www.reedandsonsconstruction.com		
Phone -	Attn	Job No. 17TH		
AFE No.		Date 11/18/20		
Job Name 17th Street Reconstruction				

Scope of Work

Additional cost for blanketing concrete curbs due to low temperatures for concrete.

DESCRIPTION	QTY	UoM	PRICE	SUBTOTAL
Additional cost for blanketing concrete curbs due to low temperatures for concrete.	1	LS	\$3,977.40	\$3,977.40

Total cost of work stated in the scope of work stated above:

\$3,977.40


*I am an authorized representative of the company above. I have certified the work as stated in the above Proposal and accept responsibility for payment on behalf of my company.
 Payment will be due based on terms on Invoice.

*Authorizing Initials _____

Additional Work Authorization Form

Time & Material Basis

Daily Report Sheet

Owner's/Company Name City of Bloomington PO Box 100 Suite 130 Bloomington, IN 47402			Work Performed by Reed & Sons Construction, Inc. 299 Moorman Rd, Bloomington, IN 47403 (812) 824-9237 FAX: (812) 824-6616 http://www.reedandsonsconstruction.com		
Phone -	Attn.				
AFE No. BC 2	Job No. 17TH				
Job Name 17th Street Reconstruction		Change Order	CC 80	Date 11/18/20	Ticket No.

Scope of Work / Description of Work Performed

11/18/20 17th Street Reconstruction - Change Order

Additional cost for blanketing concrete curbs due to low temperatures for concrete.

LABOR					EQUIPMENT				
Employee	Class	Hours	Rate	Total	No	Description	Hours	Rate	Total
Working Foreman based on 1 hour per 8 man hours			\$ 85.00		10% Equipment Markup per Contract Agreement			10%	\$ -
25% Labor Markup per Contract Agreement			25%	\$ -	10% Material Markup per Contract Agreement			10%	\$ -
Total Labor				\$ -	Total Material				\$ -

SUBCONTRACTORS					INVOICE TOTALS	
Description	Qty	UoM	Price	Total	Labor	\$
Concrete Subcontractor - Concrete Blankets (Curbs Only)	1.00	LS	\$ 3,788.00	\$ 3,788.00	Equipment	\$ -
					Material & Misc	\$ -
					Subcontractors	\$ 3,977.40
					Subtotal	\$ 3,977.40
					7% Sales Tax	
					Bond	
					Adjustment	
					TOTAL	\$ 3,977.40
5% Subcontractor Markup per Contract Agreement			5%	\$ 189.40		
Total Subcontractors				\$ 3,977.40		

*I am an authorized representative of the company above. I have certified the additional work as stated in the above Additional Work Authorization Form and accept responsibility for payment on behalf of my company. This work is in addition to any contract in place. Payment will be due based on terms on Invoice.

*Authorizing Initials _____

Proposal

Owner's/Company Name City of Bloomington PO Box 100 Suite 130 Bloomington, IN 47402		Work Performed by Reed & Sons Construction, Inc. 299 Moorman Rd, Bloomington, IN 47403 (812) 824-9237 FAX: (812) 824-6616 http://www.reedandsonsconstruction.com		
Phone -	Attn			
AFE No.	Job No. 17TH			
Job Name 17th Street Reconstruction			Date 11/18/20	

DESCRIPTION

All other work not specified on page one of this proposal can be performed at the following Unit Price Rates per Time and Material tickets in the field as authorized by owner or owner agent.

DESCRIPTION	Unit Price	UoM
3 man Crew - Billed in 4 hour increments after 1st 8 hours Service Truck including basic power tools Common Skilled Laborer - 2 each Operating Engineer including TL Backhoe or equivalent Heavy machinery - 1 each	\$ 285.00	hour
Dump truck / Tag trailer	\$ 125.00	hour

DESCRIPTION	Unit Price	UoM
Additional charges for Labor not provided by owner - Burden plus 25%	125%	Labor Burden
Additional charges for Material not provided by owner - Invoice plus 10%	110%	Invoice
Additional charges for Equipment not provided by owner - Invoice plus 10%	110%	Invoice
Additional charges for Professional Services or Subcontractors not provided by owner - Invoice plus 5%	105%	Invoice

EXCLUSIONS

Excludes all other work including but not limited to: any allowances, permits and/or right of entry/easements, engineering, design, Layout, surveying, testing, removing/relocating conflicts of existing utilities and/or structures, rock excavation, excavation of concreted utilities in ROW, or remobilizing due to delays beyond our control.

STANDARD CONDITIONS

All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

Submitted by:

Matthew Rollins

THIS PROPOSAL IS ONLY VALID FOR: 30 DAYS

ACCEPTANCE OF PROPOSAL: The above price, terms, and conditions are satisfactory and hereby accepted. By signing here you authorize Reed and Sons Construction, Inc. to do the work as specified.

Accepted By:

EIN / SSN

Dated:

RIVERTOWN CONSTRUCTION LLC

RT #

Change Order Breakdown

INDOT

Date:

11/8/2019

DESCRIPTION/SCOPE OF WORK:

Estimated cost for covering 2000 lineal feet of curb for the project. This includes mobilization and demobilization, first covering of the curb, removal of blankets to saw, putting blankets back on after sawing, and final removal of blankets after the 3-4 day cure.

ADDRESS/LOCATION:

CONTRACT / JOB:

DATE EFFECTIVE:

11/8/2019

* These costs will have Standard Company or Contractual Markups Applied

OVERTIME WILL BE CHARGED IN ACCORDANCE WITH UNION AGREEMENTS

EQUIPMENT (Operator Not Included)				LABOR	STRAIGHT TIME		TIME + 1/2		DBL TIME		TOTAL (\$)
DESCRIPTION	HR RATE	HRS USED	TOTAL (\$)		RATE	HR	RATE	HR	RATE	HR	
Skid Steer	\$ 47.30		\$ -	Laborer	\$45.95	40	\$61.35		\$ 69.14		\$ 1,838.04
Excavator	\$ 68.49		\$ -	Labor Finisher	\$47.90		\$64.27		\$ 80.64		\$ -
Excavator Mini	\$ 38.94		\$ -	Superintend.	\$70.33		\$97.91		\$ 125.50		\$ -
Tandem Dump Truck	\$ 83.93		\$ -	Foreman	\$50.49	12	\$68.16		\$ 85.83		\$ 605.93
Single Axle Dump	\$ 46.02		\$ -	Operator RTC	\$70.30		\$97.50		\$ 124.69		\$ -
Milling Head	\$ 32.00		\$ -			52		0		0	\$ 2,443.97
Trailer (Form/Tilt Deck)	\$ 24.55	12	\$ 294.60	Per Diem		Days/Man		\$ 25.00	Rate/Man/Day		\$ -
Pickup Truck	\$ 24.69	12	\$ 296.28	Lodging		Days/Man		\$ 45.00	Rate/Man/Day		\$ -
Air Compressor/Tools	\$ 20.00		\$ -	MATERIALS & SUPPLIES			QTY	UNIT	PRICE(\$)	TOTAL (\$)	
Commander III Machine	\$ 171.92		\$ -							\$ -	
3600 Curb Machine	\$ 120.52		\$ -	Blankets			90	EA	\$ 5.00	\$ 450.00	
			\$ -							\$ -	
Small Tools (5% Labor)	\$ 2,443.97		\$ -							\$ -	
			\$ -							\$ -	
			\$ -							\$ 450.00	
			\$ -	TRUCKING CO			HOURS		Price (\$)		TOTAL (\$)
			\$ -	Tri-Axle Dump					\$ 85.00	\$ -	
			\$ -	Lowboy Tractor / Trailer					\$ 105.00	\$ -	
			\$ -							\$ -	
			\$ -	SUBCONTRACTORS (Item of Work Performed)							TOTAL (\$)
			\$ -								
			\$ -								
			\$ -								
			\$ -								
			\$ 590.88								\$ -

River Town Construction LLC

Owners Authorized Representative

T & M #

TOTAL: \$ 3,484.85

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____



CHANGE ORDER PRICING SUMMARY

Project No: [Redacted]

Date Requested: [Redacted]

Date Submitted: [Redacted]

Description of Work: Estimated cost for covering 2000 lineal feet of curb for the project. This includes mobiliza

Notes: Estimated cost for covering 2000 lineal feet of curb for the project. This includes mobilization and demobilization, first covering of the curb, removal of blankets to saw, putting blankets back on after sawing, and final removal of blankets after the 3-4 day cure.

Reason Extra Work: Winterzation and cold temps.

Has Work Already Been Completed? [Redacted] When: 4/7/2018

RT Project No: [Redacted] Cost Activity Code:

* All calculations and Markups represent INDOT Standard Specification 109.05 Extra Work

Item:	Blanket Covering	Quantity:	2000	Units:	LF
Labor:	Cost = \$ 2,444 Markup % 10%	\$ 244	Total	\$ 2,688	
Equipment:	Cost = \$ 591 Markup % 10%	\$ 59	Total	\$ 650	
Materials:	Cost = \$ 450 Markup % 10%		Total	\$ 450	
Subcontract:	Cost = \$ - Markup % 10%	\$ -	Total	\$ -	
Trucking:	Cost = \$ - Markup % 10%	\$ -	Total	\$ -	

TOTALS	\$ 3,485	\$ 303	\$ 3,788
---------------	-----------------	---------------	-----------------

Total	\$ 3,788
Unit Price	\$ 1.89

Extra Days Requested [Redacted]

pd 1-27-20



River Town Construction LLC
 PO Box 444
 Newburgh, IN 47629-0444

INVOICE NO: 1435
 PAY APPLICATION NO: 1
 PERIOD TO: 11/30/19
 APPLICATION DATE: 11/30/19

MONTHLY PAY APPLICATION

L

TO: Reed & Sons Construction, Inc
 299 W. Moorman Rd
 Bloomington, IN 47403

PROJECT: 17th St Bloomington Indiana

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
West 17th Street Reconstruction (RT19-49)												
2	Mobilization/Demobilization	LS	1.00	17,195.00	17,195.00		0.00	1.00	17,195.00	1.00	17,195.00	100.00%
37	Sidewalk Concrete	SY		37.00	41,662.00		0.00					0.00%
38	Curb Ramp, Concrete	SY	115.00	105.00	12,075.00		0.00					0.00%
39	Detectable Warning Surfaces	SY	24.00	239.00	5,736.00		0.00					0.00%
41	Curb, Integral Concrete	LF	28.00	35.00	980.00		0.00					0.00%
42	Curb Concrete	LF	358.00	24.00	8,592.00		0.00	505.00	12,120.00	505.00	12,120.00	141.06%
43	Curb and Gutter, Combined	LF	2,916.00	17.50	51,030.00		0.00	3,487.00	61,022.50	3,487.00	61,022.50	119.58%
44	Curb, Turnout	EA	1.00	375.00	375.00		0.00					0.00%
46	PCCP for Approaches, 6"	SY	624.00	50.00	31,200.00		0.00					0.00%
47	PCCP for Approaches, 9"	SY	177.00	63.00	11,151.00		0.00					0.00%
Contract Value Total					179,996.00		0.00		90,337.50		90,337.50	50.19%
Change Orders/Additions												
1000	Concrete Winterization (11/18/19 - 11/22/19)	LS	1.00	724.00	724.00		0.00	1.00	724.00	1.00	724.00	100.00%
Change Orders/Additions Total					724.00		0.00		724.00		724.00	100.00%

ask Buck →

CONTRACT TOTAL: \$ 180,720.00

TOTAL: \$	91,061.50	\$	91,061.50
RETAINAGE: \$		\$	- 5% - 4553.01
LESS PREVIOUS BILLINGS:		\$	
CURRENT AMOUNT DUE: \$	91,061.50	\$	91,061.50

PROJECT MANAGER

DATE

pd - 86,508.43



River Town Construction LLC
 PO Box 444
 Newburgh, IN 47629-0444

pd. 5.14.20

INVOICE NO: 1498
 PAY APPLICATION NO: 2
 PERIOD TO: 03/06/20
 APPLICATION DATE: 03/06/20

MONTHLY PAY APPLICATION

Mar 2020
 Apr 2020

3-30
 L

TO: Reed & Sons Construction, Inc
 299 W. Moorman Rd
 Bloomington, IN 47403

PROJECT: 17th St Bloomington Indiana

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
West 17th Street Reconstruction (RT19-49)												
2	Mobilization/Demobilization	LS	1.00	17,195.00	17,195.00	1.00	17,195.00			1.00	17,195.00	100.00%
37	Sidewalk Concrete	SY	1,126.00	37.00	41,662.00		0.00	980.19	36,267.03	980.19	36,267.03	87.05%
38	Curb Ramp, Concrete	SY	115.00	105.00	12,075.00		0.00	112.75	11,838.44	112.75	11,838.44	98.04%
39	Detectable Warning Surfaces	SY	24.00	239.00	5,736.00		0.00	15.33	3,663.87	15.33	3,663.87	63.88%
41	Curb, Integral Concrete	LF	28.00	35.00	980.00		0.00	35.00	1,225.00	35.00	1,225.00	125.00%
42	Curb Concrete	LF	358.00	24.00	8,592.00	505.00	12,120.00	17.00	408.00	522.00	12,528.00	145.81%
43	Curb and Gutter, Combined	LF	2,916.00	17.50	51,030.00	3,487.00	61,022.50	108.00	1,890.00	3,595.00	62,912.50	123.29%
44	Curb, Turnout	EA	1.00	375.00	375.00		0.00	1.00	375.00	1.00	375.00	100.00%
46	PCCP for Approaches, 6"	SY	624.00	50.00	31,200.00		0.00	594.67	29,733.50	594.67	29,733.50	95.30%
47	PCCP for Approaches, 9"	SY	177.00	63.00	11,151.00		0.00	45.25	2,850.75	45.25	2,850.75	25.56%
Contract Value Total					179,996.00		90,337.50		88,251.59		178,589.09	99.22%
Change Orders/Additions												
1000	Concrete Winterization (11/18/19 - 11/22/19)	LS	1.00	724.00	724.00	1.00	724.00			1.00	724.00	100.00%
1000	Concrete Winterization (11/23/19 - 02/03/20)	LS	1.00	2,863.50	2,863.50		0.00	1.00	2,863.50	1.00	2,863.50	100.00%
Change Orders/Additions Total					3,587.50		724.00		2,863.50		3,587.50	100.00%

CONTRACT TOTAL: \$ 183,583.50

	CURRENT	TO DATE
TOTAL: \$	91,115.09	\$ 182,176.59
RETAINAGE: \$		\$
LESS PREVIOUS BILLINGS:		\$ 91,061.50
CURRENT AMOUNT DUE: \$	91,115.09	\$ 91,115.09

PROJECT MANAGER

DATE

-5% Ret -4555.75
 pd - # ac. rec 211



River Town Construction LLC
 PO Box 444
 Newburgh, IN 47629-0444

Manager 202
 gencon@rtcc.com



pa 8-7-20

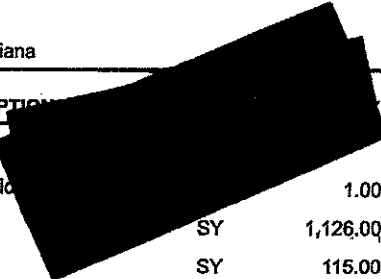
MONTHLY PAY APPLICATION

INVOICE NO: 1539
 PAY APPLICATION NO: 4
 PERIOD TO: 05/13/20
 APPLICATION DATE: 05/13/20

TO: Reed & Sons Construction, Inc
 299 W. Moorman Rd
 Bloomington, IN 47403

6-10 L

PROJECT: 17th St Bloomington Indiana



ITEM NO	DESCRIPTION	UNIT	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
West 17th Street Reconstruction (R)										
2	Mobilization/Demobilization		1.00 17,195.00	17,195.00	1.00	17,195.00		1.00	17,195.00	100.00%
37	Sidewalk Concrete	SY	1,126.00 37.00	41,662.00	980.19	36,267.03	23.74 878.27	1,003.93	37,145.30	89.16%
38	Curb Ramp, Concrete	SY	115.00 105.00	12,075.00	112.75	11,838.44	40.37 4,238.85	153.12	16,077.29	133.15%
39	Detectable Warning Surfaces	SY	24.00 239.00	5,736.00	15.33	3,663.87	10.00 2,390.00	25.33	6,053.87	105.54%
41	Curb, Integral Concrete	LF	28.00 35.00	980.00	35.00	1,225.00	33.00 1,155.00	68.00	2,380.00	242.86%
42	Curb Concrete	LF	358.00 24.00	8,592.00	522.00	12,528.00	-120.00	517.00	12,408.00	144.41%
43	Curb and Gutter, Combined	LF	2,916.00 17.50	51,030.00	3,595.00	62,912.50	31.00 542.50	3,626.00	63,455.00	124.35%
44	Curb, Turnout	EA	1.00 375.00	375.00	1.00	375.00		1.00	375.00	100.00%
46	PCCP for Approaches, 6"	SY	624.00 50.00	31,200.00	594.67	29,733.50		594.67	29,733.50	95.30%
47	PCCP for Approaches, 9"	SY	177.00 63.00	11,151.00	45.25	2,850.75	158.48 9,984.24	203.73	12,834.99	115.10%
Contract Value Total				179,996.00		178,589.09		19,068.86	197,657.95	109.81%
Change Orders/Additions										
105	CO # 1 - Added Road Crossing Concrete Items	LS	1.00 15,895.00	15,895.00	1.00	15,895.00		1.00	15,895.00	100.00%
110	CO # 1 - 4" Color / Stamped Conc Add	LS	1.00 6,100.00	6,100.00	1.00	6,100.00		1.00	6,100.00	100.00%
1000	Concrete Winterization (11/18/19 - 11/22/19)	LS	1.00 724.00	724.00	1.00	724.00		1.00	724.00	100.00%
1000	Concrete Winterization (11/23/19 - 02/03/20)	LS	1.00 2,863.50	2,863.50	1.00	2,863.50		1.00	2,863.50	100.00%

5% Ret.
 (953.44)
 pay 18,115.42



River Town Construction LLC
 PO Box 444
 Newburgh, IN 47629-0444

March 2020
 April 2020

MONTHLY PAY APPLICATION

INVOICE NO: 1539
 PAY APPLICATION NO: 4
 PERIOD TO: 05/13/20
 APPLICATION DATE: 05/13/20

TO: Reed & Sons Construction, Inc
 299 W. Moorman Rd
 Bloomington, IN 47403

PROJECT: 17th St Bloomington Indiana

ITEM NO	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	SCHEDULED VALUE	PREVIOUS QUANTITY	PREVIOUS AMOUNT	CURRENT QUANTITY	CURRENT AMOUNT	TO DATE QUANTITY	TO DATE AMOUNT	% COMP
1000	Concrete Winterization (02/04/20 - 03/31/20)	LS	1.00	761.51	761.51		0.00	1.00	761.51	1.00	761.51	100.00%
	Change Orders/Additions Total				26,344.01		25,582.50		761.51		26,344.01	100.00%

pd
 723.44
 + 18,115.42

 pd — 18,838.86


CONTRACT TOTAL: \$	206,340.01	TOTAL: \$	19,830.37	\$	224,001.96
		RETAINAGE: \$		\$	
		LESS PREVIOUS BILLINGS:		\$	204,171.59
		CURRENT AMOUNT DUE: \$	19,830.37	\$	19,830.37

PROJECT MANAGER _____

DATE _____

Bal = 991.51

Proposal

Owner's/Company Name City of Bloomington PO Box 100 Suite 130 Bloomington, IN 47402		Work Performed by Reed & Sons Construction, Inc. 299 Moorman Rd, Bloomington, IN 47403 (812) 824-9237 FAX: (812) 824-6616 http://www.reedandsonsconstruction.com		
Phone -	Attn			
AFE No.	Job No. 17TH			
Job Name 17th Street Reconstruction			Date 11/18/20	

Scope of Work

Additional cost of road control signage for additional length of contracted period (Nov '19 - Apr '20).


DESCRIPTION	QTY	UoM	PRICE	SUBTOTAL
Traffic Control Signage Rental	1	LS	\$4,496.52	\$4,496.52

Total cost of work stated in the scope of work stated above: \$4,496.52

*I am an authorized representative of the company above. I have certified the work as stated in the above Proposal and accept responsibility for payment on behalf of my company.
Payment will be due based on terms on Invoice.

*Authorizing Initials _____

Proposal

Owner's/Company Name City of Bloomington PO Box 100 Suite 130 Bloomington, IN 47402		Work Performed by Reed & Sons Construction, Inc. 299 Moorman Rd, Bloomington, IN 47403 (812) 824-9237 FAX: (812) 824-6616 http://www.reedandsonsconstruction.com		
Phone -	Attn			
AFE No.	Job No. 17TH			
Job Name 17th Street Reconstruction	Date 11/18/20			

DESCRIPTION

All other work not specified on page one of this proposal can be performed at the following Unit Price Rates per Time and Material tickets in the field as authorized by owner or owner agent.

DESCRIPTION	Unit Price	UoM
3 man Crew - Billed in 4 hour increments after 1st 8 hours Service Truck including basic power tools Common Skilled Laborer - 2 each Operating Engineer including TL Backhoe or equivalent Heavy machinery - 1 each	\$ 285.00	hour
Dump truck / Tag trailer	\$ 125.00	hour

DESCRIPTION	Unit Price	UoM
Additional charges for Labor not provided by owner - Burden plus 25%	125%	Labor Burden
Additional charges for Material not provided by owner - Invoice plus 10%	110%	Invoice
Additional charges for Equipment not provided by owner - Invoice plus 10%	110%	Invoice
Additional charges for Professional Services or Subcontractors not provided by owner - Invoice plus 5%	105%	Invoice

EXCLUSIONS

Excludes all other work including but not limited to: any allowances, permits and/or right of entry/easements, engineering, design, Layout, surveying, testing, removing/relocating conflicts of existing utilities and/or structures, rock excavation, excavation of concreted utilities in ROW, or remobilizing due to delays beyond our control.

STANDARD CONDITIONS

All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

Submitted by:

Matthew Rollins

THIS PROPOSAL IS ONLY VALID FOR: 30 DAYS

ACCEPTANCE OF PROPOSAL: The above price, terms, and conditions are satisfactory and hereby accepted. By signing here you authorize Reed and Sons Construction, Inc. to do the work as specified.

Accepted By:

EIN / SSN

Dated:

Proposal

Owner's/Company Name

City of Bloomington
 PO Box 100 Suite 130
 Bloomington, IN 47402

Work Performed by

Reed & Sons Construction, Inc.

299 Moorman Rd, Bloomington, IN 47403

(812) 824-9237 FAX: (812) 824-6616

<http://www.reedandsonsconstruction.com>



Phone -

Attn

AFE No.

Job No. 17TH

Job Name 17th Street Reconstruction

Date 11/06/20

Scope of Work

Pavement Message Marking Remove (1 Only) per City of Bloomington's request at intersection of Crescent Rd and 17th Street.

DESCRIPTION	QTY	UoM	PRICE	SUBTOTAL
Pavement Message Marking Remove (1 Only)	1	EA	\$210.00	\$210.00

Total cost of work stated in the scope of work stated above:


\$210.00

*I am an authorized representative of the company above. I have certified the work as stated in the above Proposal and accept responsibility for payment on behalf of my company.

Payment will be due based on terms on Invoice.

*Authorizing Initials _____

Proposal

Owner's/Company Name City of Bloomington PO Box 100 Suite 130 Bloomington, IN 47402		Work Performed by Reed & Sons Construction, Inc. 299 Moorman Rd, Bloomington, IN 47403 (812) 824-9237 FAX: (812) 824-6616 http://www.reedandsonsconstruction.com	
Phone -	Attn		
AFE No.	Job No. 17TH		
Job Name 17th Street Reconstruction		Date 11/06/20	

DESCRIPTION

All other work not specified on page one of this proposal can be performed at the following Unit Price Rates per Time and Material tickets in the field as authorized by owner or owner agent.

DESCRIPTION	Unit Price	UoM
3 man Crew - Billed in 4 hour increments after 1st 8 hours Service Truck including basic power tools Common Skilled Laborer - 2 each Operating Engineer including TL Backhoe or equivalent Heavy machinery - 1 each	\$ 285.00	hour
Dump truck / Tag trailer	\$ 125.00	hour

DESCRIPTION	Unit Price	UoM
Additional charges for Labor not provided by owner - Burden plus 25%	125%	Labor Burden
Additional charges for Material not provided by owner - Invoice plus 10%	110%	Invoice
Additional charges for Equipment not provided by owner - Invoice plus 10%	110%	Invoice
Additional charges for Professional Services or Subcontractors not provided by owner - Invoice plus 5%	105%	Invoice

EXCLUSIONS

Excludes all other work including but not limited to: any allowances, permits and/or right of entry/easements, engineering, design, Layout, surveying, testing, removing/relocating conflicts of existing utilities and/or structures, rock excavation, excavation of concreted utilities in ROW, or remobilizing due to delays beyond our control.

STANDARD CONDITIONS

All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

Submitted by:

Matthew Rollins

THIS PROPOSAL IS ONLY VALID FOR: 30 DAYS

ACCEPTANCE OF PROPOSAL: The above price, terms, and conditions are satisfactory and hereby accepted. By signing here you authorize Reed and Sons Construction, Inc. to do the work as specified.

Accepted By:

EIN / SSN

Dated:

Additional Work Summary
 Reed and Sons Construction, Inc.
 299 Moorman Road*Bloomington, IN 47403
 812-824-9237

PROPOSAL SUBMITTED TO: City of Bloomington	PHONE:	Fax:	DATE: September 23, 2020
---	--------	------	-----------------------------

C/O: Address	Matt Smethurst	CONTACT INFO:	
		Job Name:	17th Street Reconstruction

LOCATION
17th Street

ARCHITECT:	DATE OF PLANS	PLAN # / SHEETS site visit
------------	---------------	-------------------------------

Scope of Work - Includes all labor and material to cut existing wall to lower elevation on each side of the driveways.

1	DESCRIPTION	QTY	Price/ Unit	SUBTOTAL
2	Saw Cut existing block retaining wall to slope to existing driveway grade. Removal of construction debris and slurry from saw-cutting.	1	LS \$	5,601.00
3	Form and pour new concrete coping on top of retaining wall where saw cuts occurred.			
4				
5				
6				
7	Total cost of proposed work:		\$	5,601.00

Additional Work Summary
 Reed and Sons Construction, Inc.
 299 Moorman Road*Bloomington, IN 47403
 812-824-9237

All other work not specified above can be performed at the following Unit Price Rates per Time and Material tickets in the field as authorized by owner or owner agent.

Item Description	Unit Price (\$)	Unit Measure
Included with item		
3 man Crew- billed in 4 hour increments after 1st 8hrs Svc truck including basic pwr tools Common Skilled Laborer - 2 each Operating Engineer including TL Backhoe or equivalent Heavy machinery - 1 each	\$ 285.00	hour
Dump truck / tag trailer	\$ 125.00	hour
additional charges for Labor not provided by owner- Burden plus 25%	Labor Burden	125.00%
additional charges for Materials not provided by owner- Invoice plus 10%	Invoice	110.00%
additional charges for Equipment not provided by owner- Invoice plus 10%	Invoice	110.00%
additional charges for Professional Services or Subcontractors not provided by owner- Invoice plus 5%	Invoice	105.00%

Excludes all other work including but not limited to: any allowances, permits and/or right of entry/easements, engineering, design, layout, surveying, testing, removing/relocating conflicts of existing utilities and/or structures, rock excavation, excavation of concreted utilities in ROW, or remobilizing due to delays beyond our control.

STANDARD CONDITIONS: All material is guaranteed to be as specified above. All work is to be completed in a substantial workmanlike manner according to the specifications submitted per standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, and/or delays beyond our control.

SUBMITTED BY:

Matthew Rollins

THIS PROPOSAL IS ONLY VALID FOR: 30 DAYS

ACCEPTANCE OF PROPOSAL: The above price, terms, and conditions are satisfactory and hereby accepted. By signing here you authorize Reed and Sons Construction, Inc. to do the work as specified.

ACCEPTED BY:

EIN / SS #:

DATED:

Additional Work Authorization Form

Time & Material Basis Daily Report Sheet

Owner's/Company Name City of Bloomington PO Box 100 Suite 130 Bloomington, IN 47402			Work Performed by Reed & Sons Construction, Inc. 299 Moorman Rd, Bloomington, IN 47403 (812) 824-9237 FAX: (812) 824-6616 http://www.reedandsonsconstruction.com		
Phone -			Recruiter Matt Smethurst		
AFE No. BC 1			Job No. 17th	http://www.reedandsonsconstruction.com	
Job Name 17th Street Reconstruction	Change Order	cc 80	Date 09/23/20	Ticket No.	



Scope of Work / Description of Work Performed

09/23/20 17th Street Reconstruction - Change Order

Cut down portions of new block retaining walls near driveways. Saw cut retaining wall and repour new coping.

LABOR					EQUIPMENT					
Employee	Class	Hours	Rate	Total	No	Description	Hours	Rate	Total	
OE	Operator	8	\$ 80.00	\$ 640.00	SKD1	Skid Steer	4	\$ 50.00	\$ 200.00	
CLAB	Laborer	8	\$ 60.00	\$ 480.00	DTR1	Tri-Axle	4	\$ 60.00	\$ 240.00	
					TRK1	Crew Truck	8	\$ 12.00	\$ 96.00	
					VTK1	Vac Truck	4	\$ 220.00	\$ 880.00	
								Total Equipment	\$ 1,416.00	
MATERIALS & MISC										
							Description	Qty	Price	Total
		Working Foreman based on 1 hour per 8 man hours	2	\$ 85.00	\$ 170.00					
Total Labor					Total Material					
\$ 1,290.00					\$ -					

SUBCONTRACTORS					INVOICE TOTALS	
Description	Qty	Price	Total			
Concrete Cutting Subcontractor	1.00 LS	\$ 1,155.00	\$ 1,155.00		Labor	\$ 1,290.00
Concrete Coping Subcontractor	1.00 LS	\$ 1,740.00	\$ 1,740.00		Equipment	\$ 1,416.00
					Material & Misc	\$ -
					Subcontractors	\$ 2,895.00
					Subtotal	\$ 5,601.00
					7% Sales Tax	
Total Subcontractors					TOTAL	
					\$ 5,601.00	
\$ 2,895.00						

*I am an authorized representative of the company above. I have certified the additional work as stated in the above Additional Work Authorization Form and accept responsibility for payment on behalf of my company.
This work is in addition to any contract in place. Payment will be due based on terms on Invoice.

*Authorizing Signature _____

CHANGE ORDER



Project Name:
West 17th Street Reconstruction

Change Order Number: 8

Date of Change Order: Tuesday, November 24, 2020

Requested By:

Owner	X
Engineer	
Contractor	
Field	
Other	

Contractor:
Reed and Sons Construction, Inc.
299 Moorman Road
Bloomington, IN 47403

Engineer's Project #:

NTP Date: Monday, April 1, 2019

Allowable Calendar Days: 215 (includes holiday's)

Previous Completion Date: Friday, June 19, 2020

The Contract is changed as follows:

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

Item #	DESCRIPTION	Quantity	Unit Price	Item Total
1	Additional Compacted #53 Stone	1	\$643.00 / LS	\$643.00
2	Concrete Blankets for Curb	1	\$3,977.49 / LS	\$3,977.40
3	Additional Traffic Control Signage Rental	1	\$4,496.52 / LS	\$4,496.52
4	Pavement Marking Removal	1	\$210.00 / LS	\$210.00
5	Additioanl Concrete Work on Retaining Walls	1	\$5,601.00 / LS	5,601.00
6			/	
7			/	
8			/	
9			/	

The original Contract Sum:	<u>\$3,026,526.18</u>
The net change by previously authorized Change Orders:	<u>\$340,431.05</u>
The Contract Sum prior to this Change Order was:	<u>\$3,366,957.23</u>
The Contract Sum will be changed by this Change Order in the amount of:	<u>\$14,927.92</u>

The new Contract Sum including this Change Order will be:	<u>\$3,381,885.15</u>
The Contract Time will be changed by:	<u>0 Calendar Days</u>

The date of Substantial Completion as of the date of this Change Order therefore is: Friday, June 19, 2020

(Note: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been made in previous Change Orders.)
NOT VALID UNTIL SIGNED BY THE ENGINEER, CONTRACTOR AND OWNER

<u>Planning & Transportation</u> ENGINEER	<u>Reed and Sons Construction, Inc.</u> CONTRACTOR	<u>Board of Public Works</u> OWNER
<u>401 North Morton Street</u> ADDRESS	<u>299 Moorman Road</u> <u>Bloomington, IN</u> ADDRESS	<u>401 North Morton Street</u> ADDRESS
<u>Neil Kopper</u> TYPED / PRINTED NAME	 TYPED / PRINTED NAME	<u>Kyla Cox Deckard</u> TYPED / PRINTED NAME
 SIGNATURE	 SIGNATURE	 SIGNATURE



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the Adams Street Sidewalk Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 12/02/2020

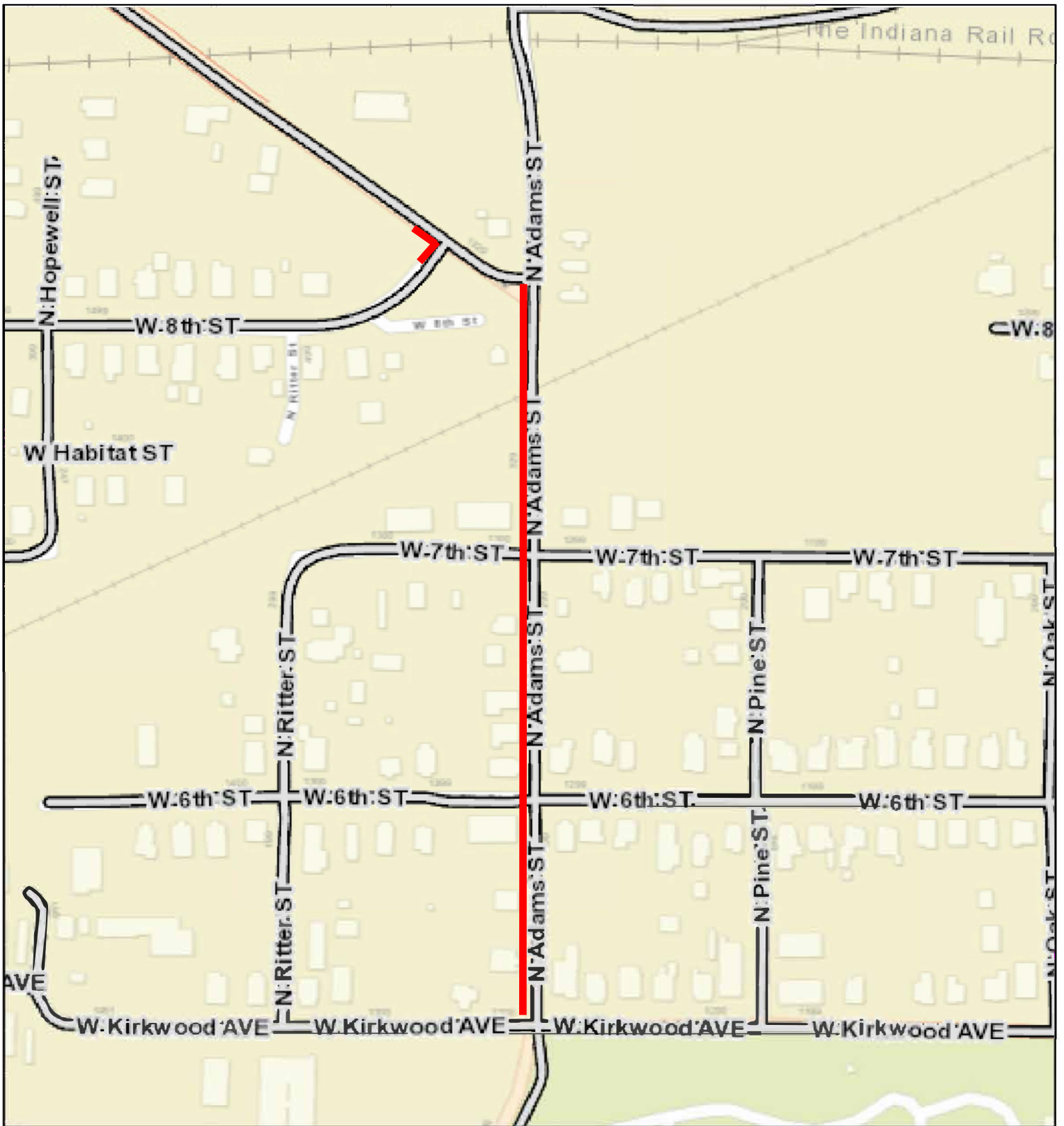
Report: This project was prioritized by the City Council Sidewalk Committee and will install a new sidewalk on the west side of Adams Street from Kirkwood Avenue to Fountain Drive and install a section of new sidewalk on the northwest corner of 8th Street and Fountain Drive. The project will also include retaining wall design necessitated by the project. Design will begin in 2021 and construction is currently not funded. Right of way acquisition on five parcels are anticipated for this project.

Bynum Fanyo & Associates Inc. was selected to design this project from the City's on-call engineering consultant list due to their familiarity with the area and experience with this type of project. The total contract amount is set at a not-to-exceed amount of \$63,955.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Preliminary Engineering Contract with Bynum Fanyo & Associates, Inc. for the Adams Street Sidewalk Project.

Recommend **Approval** **Denial** by Patrick Dierkes

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	12/08/2020
ROW Services Contract	Current Item	12/08/2020
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	TBD



Red line indicates proposed new sidewalk

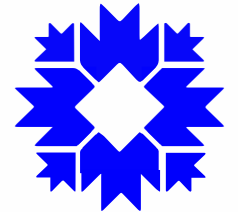
By: P. Dierkes
2 Nov 20



For reference only; map information NOT warranted.



City of Bloomington
Planning & Transportation



Scale: 1" = 200'

PROJECT NAME: Adams Street Sidewalk Improvements

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 Bynum Fanyo & Associates Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to provide ADA accessible sidewalks on Adams Street from Kirkwood Ave. to Fountain Drive and ADA accessible sidewalk on the northwest corner of 8th Street and Fountain Drive; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of site designs, coordination with City, CBU, and private utilities staff, and also the preparation of plans, specifications and cost estimates, 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 land surveying, right of way acquisition and engineering design services for the improvements above. The design services shall include the preparation of plans, and estimates for work on sidewalks, curb ramps, cross walks, retaining walls and other incidental construction that is found necessary to complete the installation of these features. 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 Patrick Dierkes, Project Engineer, Department of Planning and Transportation (“Dierkes”), to serve as the Board’s representative for the project. Dierkes 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. The total compensation paid, including fees and expenses,

shall not exceed the amount of **sixty-three thousand, nine hundred and fifty-five dollars (\$63,955.00)**. These sums include 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, 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: Patrick Dierkes
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Bynum Fanyo & Associates, Inc.
528 N. Walnut Street
Bloomington, Indiana 47404

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

Bynum Fanyo & Associates, Inc.

Jeffrey S. Fanyo P.E. CFM

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

GENERAL

The following scope of services describes the tasks and assumptions that apply to the work of Bynum Fanyo and Associates to complete the design of improvements to construct ADA accessible sidewalks on Adams Street from Kirkwood Ave. to Fountain Drive and ADA accessible sidewalk on the northwest corner of 8th Street and Fountain Drive. Upon completion of the topographic and right of way survey the consultant will make a recommendation to the City of a proposed alignment for their review and approval. The design shall use the existing right of way where possible with the use and design of retaining walls. It is anticipated that right of way will be required to be purchased to complete the construction of this project. This project is to be prepared on behalf of the City of Bloomington through its Board of Public Works.

The project includes services for design, construction plans and specifications in accordance with Indiana Department of Transportation (INDOT) specifications and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG). The estimated Engineering Fee and Schedule of Services are provided in Exhibits B and C, respectively. Key Personnel of Consultant are identified in Exhibit D. Tasks to be performed by Consultant are identified by bullets (◆), the responsibilities of Board are designated by statements beginning with “Board”.

SCOPE OF SERVICES

The work elements are grouped into the following categories:

- Preliminary Engineering Tasks
- Design Tasks
- Right of Way Engineering Task
- Bidding Support Tasks
- Construction Phase Services
- Project Management Tasks

PRELIMINARY ENGINEERING TASKS

Survey, R/W and Property Research

- ◆ Collect relevant property information including plat mapping and last deeds of record.
- ◆ Prepare a topographical survey of the project including existing utilities.
- ◆ Identify apparent existing right-of-way on the topographic mapping.
- ◆ Depict existing (apparent) right-of-way on the project plans.
- ◆ Conduct a typical cross section study minimizing right of way acquisition and make recommendation to the City for approval.

Site Reconnaissance

- ◆ *Conduct site walkthrough of project area. Review the topographic survey information.*
- ◆ Obtain a photographic record to assist in the design and to minimize short trips to the site.
- ◆ Inventory Signs and other miscellaneous features that will be impacted by the project.

City Coordination

- ◆ Contact CBU for information about planned improvements to water, sanitary or storm sewers in the area. Request information on any known drainage, sewer, or water problems.
- ◆ Contact City ITS for information on desired fiber optic work or existing fiber optic facilities in project area.

Board: As a reference, provide GIS mapping of the project area as available. Include edges of pavement, contours, elevations, property, parcel and right-of-way lines, property owners, city-owned utilities, sidewalks, addresses, facility names, building outlines, and aerial photography.

Utility Coordination

- ◆ In an early coordination letter to utilities, request utility information including mapping available along with notification of any expected utility upgrade work they are planning.

- ◆ Make recommendation of where Subsurface Utility Engineering (SUE) should be performed to verify true depths and locations of utilities, if necessary. This proposal does not include the conduct of any SUE work because its need has not been identified at this time.
- ◆ Minimize the impacts to utilities while still meeting City's design goals. Coordinate with utilities to identify potential conflicts and solutions to minimize impacts.
- ◆ *Send Utilities a copy of the Preliminary Plans (50%) and invite utilities to a Field Check & Utility Coordination Meeting if necessary. Ask them to verify their facilities are accurately shown. Consider input at the Field Check in the development of the plans.*
- ◆ Review Utilities' relocation plans for consistency with road plans. Submit relocation plans to City with recommendation. Add relocation plans to the Road Plans if received in time.

Obtain / Review As-Built Records and Miscellaneous Data

- ◆ Review as-built and other past-project documentation that is made available by Board. Copy documents useful to the project and return originals to Board.

DESIGN TASKS

Plans

- ◆ Prepare Construction Plans - Typical plan set to include:
 - Title Sheet – Owner, Project Title, Location Map, Sheet Index
 - General Notes and Utility Information
 - Typical Pavement Details and Sections
 - Details for proposed sidewalk and drives
 - Cross Sections as needed at drives
 - Miscellaneous items and pavement quantities
 - Pavement marking details
- ◆ Prepare Plans at an accepted scale to facilitate filing and handling of plans.

Milestone Submittals

- ◆ Prepare draft plans in .pdf format for submittal to City;
- ◆ Submit plans for Board and Utilities' review at the Preliminary (50%) Plan stage;

- ◆ Submit Plans and Specifications for review and comment at the Draft Final (95%) stage;
- ◆ Obtain review comments, revise drawings, and publish stamped plans and specifications;
- ◆ Complete bid document package;
- ◆ Submit final CAD files to the City.

Title and General Information Sheets

- ◆ Prepare a Title Sheet and General Information Sheet(s) with an index of plan sheets, a list of utility contacts, a table of symbols and lines, and general notes.

Typical Cross Section and Construction Details

- ◆ Prepare typical construction details to describe the sidewalk and grading features.

Maintenance of Traffic Coordination and Design

- ◆ Through coordination with City representatives, determine maintenance of traffic scheme for the project in accordance with the Indiana Manual for Uniform Traffic Control Devices and provide details or notes in plans.

Plan and Profile Sheets

- ◆ Prepare Plan and Profile sheets.

Cross Sections

- ◆ Provide Cross Sections as needed to meet requirements.

Specifications / Special Provisions

- ◆ Refer to INDOT Standard Specifications (current version) for Materials, Construction Requirements, and Basis for Payment. Write unique Special Provisions for items not covered by City standards or INDOT specifications as needed.

Public/ Stakeholder Meetings

- ◆ Attend public meetings as required.

Owner Coordination Meetings

- ◆ Attend a plan review / coordination meeting for project area with Board at Preliminary Design (50%), and Draft Final Plans (95%). The meeting for the 50% plans would include a team walkthrough (field check) if desired by client or appropriate due to design issues.
- ◆ Attend up to 2 additional coordination meetings with DPW or other City staff during the project.

RIGHT OF WAY ENGINEERING TASKS

- ◆ It is anticipated some right of way will be required to complete this project. BFA will prepare legal descriptions, parcel with acquisition drawings, staking for appraisers, appraisal and review appraisal and title and encumbrance reports on a per parcel basis.

BIDDING SUPPORT TASKS

- ◆ Prepare cost estimate for use in Bid evaluation;
- ◆ Prepare plans on reproducible stock and on compact disk in PDF format for Board's use in preparing additional bid sets. Submit electronic file in MS WORD containing a complete set of project technical specifications.
- ◆ Respond to questions from bidders if requested by Board. Prepare items for addenda, if needed.

CONSTRUCTION PHASE TASKS

- ◆ Assist in the resolution of field issues and interpretations of the Plans and Specifications as requested by Board. Provide at least an initial response to questions within one day.

PROJECT MANAGEMENT TASKS

- ◆ Establish phased budget to monitor project performance.

- ◆ Manage sub-consultants if required. Develop subcontracts, negotiate fees, coordinate their work and incorporate with services. Process Subconsultant invoices and other data.
- ◆ Prepare Invoices to Board to include supporting documentation and cost records if requested. Prepare Progress Reports in format acceptable to Board.

ASSUMPTIONS:

Environmental Hazards

Per previous visits, no known environmental hazard or sensitive areas are expected to exist on the project sites. If field investigations reveal or develop a suspicion of such a condition, then the appropriate step is to perform an environmental Phase I or Phase II survey. This work, if required, has not been included.

Land Rights / Rights of Entry

It is assumed that the study area will be accessible to Bynum Fanyo given a reasonable effort to notify property owners of the nature and timing of the work.

Right of Way Acquisition

It is anticipated some right of way will be required to complete this project. BFA will prepare legal descriptions, parcel with acquisition drawings, staking for appraisers, appraisal and review appraisal and title and encumbrance reports on a per parcel basis.

**EXHIBIT B
COMPENSATION**

This project is to be conducted using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. The agreed Total Maximum Cost is **\$63,995.00**. In the event that additional services are needed, additional compensation will be determined using the following rates. 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).

Principal Engineer	\$150.00/hour
Senior Project Engineer	\$120.00/hour
Project Engineer	\$ 95.00/hour
Direct Expenses	At Cost
Subconsultants	Cost+5%

For the purpose of budgeting and progress tracking, the project will be invoiced based on LUMP SUM percent complete of the following primary tasks:

TOTAL LUMP SUM	\$ 39,880.00
Preliminary Engineering Task	\$ 11,620.00
Design & Plan Preparation. Bidding and Construction Support	\$ 28,260.00

In addition, the following COST items will be invoiced based on usage required to complete the tasks:

Right of Way Documents per Parcel \$4,775.00

Total Right of Way Documents Assuming 5 parcels \$23,875.00

Document Reproduction Not to exceed \$200.00 at \$4.00 per ARCH Type D Sheets

TOTAL MAXIMUM COST \$40,080.00 plus Right of Way Documents per Parcel plus Right of Way Documents of \$23,875.00 equals \$63,955.00.

**EXHIBIT C
PROJECT SCHEDULE**

MILESTONE	ESTIMATED DATE	COMMENTS
Notice to Proceed	February 1, 2021	
Preliminary plans for review	April 30, 2021	
Preliminary (50% Design) Plans	May 15, 2021	
Field Check and Utility Coordination Meeting	June 7, 2021	
Preliminary Stakeholder Meetings Complete	June 30, 2021	Scheduled by City
Draft Final (95% Design) Plans and Specifications and Preliminary Cost Estimate	August 15, 2021	
Stakeholders / Public Meeting Complete	September 15, 2021	
Final Plans (100% Design) – Ready for Bidding	September 30, 2021	
Bid Advertising/Bid Opening/Construction	October 15, 2021	Scheduled by City
Construction	November 2021 to April 2022	

**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

Civil Engineer/Project Manager
Senior Project Engineer
Senior Project Engineer
Project Engineer

Name

Jeffrey S. Fanyo, P.E. CFM
Daniel Butler, P.E.
Rick Coppock
Jon Thomas

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 Managing Member of Bynum Fanyo & Associates, 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.

Jeffrey S. Fanyo P.E. CFM
Managing Member

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

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____

**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_____.

Bynum Fanyo & Associates, Inc.
(Name of Organization)

By: _____
Jeffrey S. Fanyo P.E. CFM
Managing Member

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____ Commission Number: _____



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

Vendor	Invoice Description	Contract #	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-pens, folder labels, dry erase marker		12/11/2020	11.79
6530 - Office Depot, INC	01-binder clips		12/11/2020	6.57
	Account 52110 - Office Supplies Totals	Invoice 2		\$18.36
		Transactions		
Account 52210 - Institutional Supplies				
4586 - Hill's Pet Nutrition Sales, INC	01-canine/feline/kitten food-11/13/20		12/11/2020	799.60
3929 - IDEXX Laboratories, INC	01-FIV/FelV diagnostic kits		12/11/2020	1,415.24
4633 - Midwest Veterinary Supply, INC	01-antibiotics, vinyl exam gloves, sanitizer-11/17/20		12/11/2020	294.32
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, gowns-11/17/20		12/11/2020	273.50
4633 - Midwest Veterinary Supply, INC	01-vinyl exam gloves, syringes-11/11/20		12/11/2020	378.56
4633 - Midwest Veterinary Supply, INC	01-bottles-Boston Round W/Yorker-11/17/20		12/11/2020	31.30
4633 - Midwest Veterinary Supply, INC	01-bottles-Boston Round W/Yorker-11/17/20		12/11/2020	31.30
4633 - Midwest Veterinary Supply, INC	01-antiparasitic-Pyrantel Pamoate Qt-11/10/20		12/11/2020	18.40
4633 - Midwest Veterinary Supply, INC	01-poo bags-11/11/20		12/11/2020	166.60
4137 - Patterson Veterinary Supply, INC	01-vinyl exam gloves (L), antiparasitic-11/10/20		12/11/2020	68.07



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

4137 - Patterson Veterinary Supply, INC	01-vinyl exam gloves (L)-11/16/20	12/11/2020	37.00
4137 - Patterson Veterinary Supply, INC	01-pain meds, rescue wipes/disinfectant-11/17/20	12/11/2020	206.10
4666 - Zoetis, INC	01-antibiotics-Clavamox Drops	12/11/2020	195.60
4666 - Zoetis, INC	01-antibiotics, dog vaccines	12/11/2020	550.26
4666 - Zoetis, INC	01-cat vaccines	12/11/2020	546.00
Account 52210 - Institutional Supplies Totals		Invoice 15 Transactions	<u>\$5,011.85</u>
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-hose repair parts	12/11/2020	4.29
Account 52310 - Building Materials and Supplies Totals		Invoice 1 Transactions	<u>\$4.29</u>
Account 53130 - Medical			
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries - 11/2-11/19/20	12/11/2020	3,822.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-bloodwork, dental biopsy, s/n surgeries-11/24/20	12/11/2020	1,017.70
Account 53130 - Medical Totals		Invoice 2 Transactions	<u>\$4,839.70</u>
Account 53160 - Instruction			
175 - Monroe County Humane Association, INC	01-Euthanasia Training for 3 Staff Members-10/29/20	12/11/2020	675.00
Account 53160 - Instruction Totals		Invoice 1 Transactions	<u>\$675.00</u>
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20-#287289748780X10192020	11/25/2020	218.94
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-#287289748780X11192020	11/30/2020	218.94



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Account 53210 - Telephone Totals		Invoice 2 Transactions	\$437.88
Account 53220 - Postage			
4487 - PMB East, INC (PakMail)	01-BOH shipping-11/23/20	12/11/2020	13.30
4487 - PMB East, INC (PakMail)	01-BOH shipping-11/12/20	12/11/2020	13.30
Account 53220 - Postage Totals		Invoice 2 Transactions	\$26.60
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/6- BC 2010-23 11/4/20	11/25/2020	1,027.90
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$1,027.90
Program 010000 - Main Totals		Invoice 26 Transactions	\$12,041.58
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01-HTW treatment-11/16 & 11/17/20	12/11/2020	128.67
6529 - BloomingPaws, LLC	01-emergency vet care-11/19-11/21/20	12/11/2020	789.36
175 - Monroe County Humane Association, INC	01-diagnostic service-11/3/20	12/11/2020	10.00
175 - Monroe County Humane Association, INC	01-diagnostic services-11/17/20	12/11/2020	138.00
175 - Monroe County Humane Association, INC	01-diagnostic & vet visits-10/14 & 10/20/20	12/11/2020	495.50
5107 - NVA College Mall Veterinary Management INC	01-emergency visit-11/9/20	12/11/2020	353.71
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-diagnostics, s/n surgeries, other surgeries-11/17/20	12/11/2020	921.84
Account 53130 - Medical Totals		Invoice 7 Transactions	\$2,837.08



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Department 02 - Public Works

Program 020000 - Main

Account 52420 - Other Supplies

2659 - Adam Wason

Program 010001 - Donations Over \$5K Totals

Invoice 7
Transactions \$2,837.08

Department 01 - Animal Shelter Totals

Invoice 33
Transactions \$14,878.66

Account 53160 - Instruction

3560 - First Financial Bank / Credit Cards

02-Reimbursement for Bulk Sanitizer for Sanitation

12/11/2020 102.46

Account 52420 - Other Supplies Totals

Invoice 1
Transactions \$102.46

Account 53210 - Telephone

1079 - AT&T

02-APWA Spotlight on Leadership & Management Webinar

12/11/2020 50.00

Account 53160 - Instruction Totals

Invoice 1
Transactions \$50.00

13969 - AT&T Mobility II, LLC

02-Radio Circuits-phone charges 9/29-10/28/20

11/25/2020 180.64

13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/20-
#287289748780X10192020

11/25/2020 41.74

06-cell phone chgs 10/12-11/11/20-
#287289748780X11192020

11/30/2020 41.74

Account 53210 - Telephone Totals

Invoice 3
Transactions \$264.12

Program 020000 - Main Totals

Invoice 5
Transactions \$416.58

Department 02 - Public Works Totals

Invoice 5
Transactions \$416.58

Department 03 - City Clerk

Program 030000 - Main



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Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-Inv. 287297421132X11192020	11/30/2020	81.82
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287297421132X10192020	11/30/2020	81.82
	Account 53210 - Telephone Totals	Invoice 2	<u>\$163.64</u>
		Transactions	
	Program 030000 - Main Totals	Invoice 2	<u>\$163.64</u>
		Transactions	
	Department 03 - City Clerk Totals	Invoice 2	<u>\$163.64</u>
		Transactions	

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **53910 - Dues and Subscriptions**

53442 - Paragon Micro, INC	04 - Monthly Power BI allocated subscription (ESD)	12/11/2020	18.32
	Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$18.32</u>
		Transactions	
	Program 040000 - Main Totals	Invoice 1	<u>\$18.32</u>
		Transactions	

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

6714 - Dimension Mill, INC	04 - Grant Agreement with Dimension Mill - The Mill Code School	12/11/2020	100,000.00
	Account 53960 - Grants Totals	Invoice 1	<u>\$100,000.00</u>
		Transactions	
	Program 04RCVR - Recover Foward Totals	Invoice 1	<u>\$100,000.00</u>
		Transactions	
	Department 04 - Economic & Sustainable Dev Totals	Invoice 2	<u>\$100,018.32</u>
		Transactions	

Department **05 - Common Council**



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Program **050000 - Main**

Account **52410 - Books**

3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-11/1-11/30/20	12/11/2020	204.19
	Account 52410 - Books Totals	Invoice 1	\$204.19
		Transactions	

Account **53910 - Dues and Subscriptions**

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)	05 - 52 Week Subscription 2021 - Herald Times	12/11/2020	249.60
5785 - International Municipal Lawyers Association	05 - Renewal of IMLA Membership for 2021- Lucas	12/11/2020	227.78
	Account 53910 - Dues and Subscriptions Totals	Invoice 2	\$477.38
		Transactions	
	Program 050000 - Main Totals	Invoice 3	\$681.57
		Transactions	
	Department 05 - Common Council Totals	Invoice 3	\$681.57
		Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52110 - Office Supplies**

7554 - Renee Langley	06-toner cartridge reimbursement-work at home	12/11/2020	55.48
	Account 52110 - Office Supplies Totals	Invoice 1	\$55.48
		Transactions	

Account **53640 - Hardware and Software Maintenance**

371 - Pitney Bowes, INC	06- Postage Meter Service Agreement 12-1-19 to 11-30-20	12/11/2020	561.20
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	\$561.20
		Transactions	

Account **53990 - Other Services and Charges**



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1352 - Cornerstone Planning & Design INC	18- Project Management	12/11/2020	1,379.20
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$1,379.20</u>
		Transactions	
	Program 060000 - Main Totals	Invoice 3	<u>\$1,995.88</u>
		Transactions	
	Department 06 - Controller's Office Totals	Invoice 3	<u>\$1,995.88</u>
		Transactions	
Department 09 - CFRD			
Program 090000 - Main			
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-Inv. 287297421132X11192020	11/30/2020	40.91
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287297421132X10192020	11/30/2020	40.91
	Account 53210 - Telephone Totals	Invoice 2	<u>\$81.82</u>
		Transactions	
Account 53640 - Hardware and Software Maintenance			
53442 - Paragon Micro, INC	09-Adobe Creative Cloud for Teams 9/22/20- 9/22/21	12/11/2020	1,731.97
	Account 53640 - Hardware and Software Maintenance Totals	Invoice 1	<u>\$1,731.97</u>
		Transactions	
	Program 090000 - Main Totals	Invoice 3	<u>\$1,813.79</u>
		Transactions	
	Department 09 - CFRD Totals	Invoice 3	<u>\$1,813.79</u>
		Transactions	
Department 10 - Legal			
Program 100000 - Main			
Account 52410 - Books			
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-11/1-11/30/20	12/11/2020	1,965.59



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		Account 52410 - Books Totals	Invoice 1 Transactions	\$1,965.59
Account 53120 - Special Legal Services				
199 - Monroe County Government	10-Recording Fees-Robertson-53C061911MF002645		11/30/2020	25.00
608 - Krieg Devault, LLP	10-retainer agreement October 2020/		12/11/2020	2,715.00
		Account 53120 - Special Legal Services Totals	Invoice 2 Transactions	\$2,740.00
Account 53910 - Dues and Subscriptions				
3956 - West Publishing Corporation (Thomson Reuters)	10-Library Plan Charges-11/1-11/30/20		12/11/2020	.00
		Account 53910 - Dues and Subscriptions Totals	Invoice 1 Transactions	\$0.00
		Program 100000 - Main Totals	Invoice 4 Transactions	\$4,705.59
Program 101000 - Human Rights				
Account 53160 - Instruction				
50587 - Barnes & Thornburg LLP	10-webinar-Annual Workshop-11/17/20-B. McKinney		12/11/2020	30.00
		Account 53160 - Instruction Totals	Invoice 1 Transactions	\$30.00
		Program 101000 - Human Rights Totals	Invoice 1 Transactions	\$30.00
		Department 10 - Legal Totals	Invoice 5 Transactions	\$4,735.59
Department 11 - Mayor's Office				
Program 110000 - Main				
Account 52110 - Office Supplies				
7347 - Andrew B Krebbs	11-reimbursement for seals (board/commissions certificates)		12/11/2020	7.88



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6530 - Office Depot, INC	11-paper, envelopes for board/commission certificates	12/11/2020	27.27
5819 - Synchrony Bank	11-2021 calendar for social media planning	12/11/2020	6.79
Account 52110 - Office Supplies Totals		Invoice 3 Transactions	\$41.94
Account 52420 - Other Supplies			
7347 - Andrew B Krebbs	11-reimbursement for embosser (boards/commissions)	12/11/2020	30.50
7347 - Andrew B Krebbs	11-reimbursement for mask mock-up options	12/11/2020	29.07
5819 - Synchrony Bank	11-bags for employee mask distribution	12/11/2020	30.98
Account 52420 - Other Supplies Totals		Invoice 3 Transactions	\$90.55
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20-Inv. 287287430216X10192020	11/25/2020	114.41
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-Inv. 287287430216X11192020	11/30/2020	114.41
Account 53210 - Telephone Totals		Invoice 2 Transactions	\$228.82
Account 53310 - Printing			
129 - FedEx Office and Print Service, INC	11-cutting of board/commission certificates	12/11/2020	16.13
Account 53310 - Printing Totals		Invoice 1 Transactions	\$16.13
Account 53910 - Dues and Subscriptions			
53442 - Paragon Micro, INC	11-Adobe Creative Cloud for teams x2	12/11/2020	1,871.98
53442 - Paragon Micro, INC	11-PowerBI subscriptions for Innovation	12/11/2020	18.32
Account 53910 - Dues and Subscriptions Totals		Invoice 2 Transactions	\$1,890.30



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Account 53990 - Other Services and Charges

5814 - Elizabeth Rubin Karon

11-reimbursement for mailing CARES funding document	12/11/2020	26.15
Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$26.15</u>
	Transactions	
Program 110000 - Main Totals	Invoice 12	<u>\$2,293.89</u>
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 12	<u>\$2,293.89</u>
	Transactions	

Department 12 - Human Resources

Program 120000 - Main

Account 52110 - Office Supplies

9523 - Freedom Business Solutions, LLC

12-ink toner \$150.00	12/11/2020	150.00
Account 52110 - Office Supplies Totals	Invoice 1	<u>\$150.00</u>
	Transactions	

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC

06-cell phone chgs 10/12-11/11/20-Inv. 287297421132X11192020	11/30/2020	23.84
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13969 - AT&T Mobility II, LLC

06-cell phone chgs 9/12-10/11/20-#287297421132X10192020	11/30/2020	23.84
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Account 53210 - Telephone Totals	Invoice 2	<u>\$47.68</u>
	Transactions	

Program 120000 - Main Totals	Invoice 3	<u>\$197.68</u>
	Transactions	

Department 12 - Human Resources Totals	Invoice 3	<u>\$197.68</u>
	Transactions	

Department 13 - Planning

Program 130000 - Main

Account 52420 - Other Supplies



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13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287297421132X10192020		11/30/2020	6.93
	Account 52420 - Other Supplies Totals	Invoice 1		<u>\$6.93</u>
Account 53210 - Telephone		Transactions		
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-Inv. 287297421132X11192020		11/30/2020	714.55
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287297421132X10192020		11/30/2020	673.99
	Account 53210 - Telephone Totals	Invoice 2		<u>\$1,388.54</u>
Account 54310 - Improvements Other Than Building		Transactions		
1959 - Clark Dietz INC	13-Kirkwood Ave Maintenance-serv. 9/26- 10/30/20	BC 2020-27	12/11/2020	72.50
	Account 54310 - Improvements Other Than Building Totals	Invoice 1		<u>\$72.50</u>
		Transactions		
	Program 130000 - Main Totals	Invoice 4		<u>\$1,467.97</u>
		Transactions		
	Department 13 - Planning Totals	Invoice 4		<u>\$1,467.97</u>
		Transactions		
Department 19 - Facilities Maintenance				
Program 190000 - Main				
Account 52310 - Building Materials and Supplies				
177 - Indiana Oxygen Company, INC	19-cylinder rental- Small Acetylene, Small HP		12/11/2020	36.52
	Account 52310 - Building Materials and Supplies Totals	Invoice 1		<u>\$36.52</u>
		Transactions		
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	19-SA Monthly Pest Control at City Hall	BC 2019-109	12/11/2020	75.00
	Account 53140 - Exterminator Services Totals	Invoice 1		<u>\$75.00</u>
		Transactions		



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Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287289748780X10192020	11/25/2020	166.96
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20- #287289748780X11192020	11/30/2020	166.96
Account 53210 - Telephone Totals		Invoice 2 Transactions	\$333.92

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/6- BC 2010-23 11/4/20	11/25/2020	7,849.03
Account 53510 - Electrical Services Totals		Invoice 1 Transactions	\$7,849.03

Account 53610 - Building Repairs

321 - Harrell Fish, INC (HFI)	19-SA Heat pump units & Compressor repairs at City Hall	BC 2019-23 12/11/2020	9,101.81
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	\$9,101.81
Program 190000 - Main Totals		Invoice 6 Transactions	\$17,396.28
Department 19 - Facilities Maintenance Totals		Invoice 6 Transactions	\$17,396.28

Department 28 - ITS

Program 280000 - Main

Account 52110 - Office Supplies

6530 - Office Depot, INC	28 - Zebra retractable ball point pens	12/11/2020	12.38
Account 52110 - Office Supplies Totals		Invoice 1 Transactions	\$12.38

Account 53170 - Mgt. Fee, Consultants, and Workshops

5437 - Columbia Telecommunications Corporation	28-Bloomington Digital Equity Research-January 2020	12/11/2020	1,890.00
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5437 - Columbia Telecommunications Corporation	28-Bloomington Digital Equity Research-March 2020	12/11/2020	1,365.00
5437 - Columbia Telecommunications Corporation	28-Bloomington Digital Equity Research-September 2020	12/11/2020	4,950.00
5437 - Columbia Telecommunications Corporation	28-Bloomington Digital Equity Research-October 2020	12/11/2020	4,960.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 4 Transactions	\$13,165.00

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20-#287289748780X10192020	11/25/2020	534.86
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-#287289748780X11192020	11/30/2020	534.86
1079 - AT&T	28-phone chares 10/20-11/19/20-#812 339-2261 261 1	11/30/2020	5,797.95
Account 53210 - Telephone Totals		Invoice 3 Transactions	\$6,867.67

Account 53640 - Hardware and Software Maintenance

53442 - Paragon Micro, INC	28 - Veeam Backup and Replication Universal License	12/11/2020	9,554.85
3989 - Ricoh USA, INC	28 -Police Dept. admin. copier-10/17-11/16/20	12/11/2020	73.72
Account 53640 - Hardware and Software Maintenance Totals		Invoice 2 Transactions	\$9,628.57

Account 53910 - Dues and Subscriptions

53442 - Paragon Micro, INC	28 - Adobe Creative Cloud for teams (6)	12/11/2020	5,615.94
Account 53910 - Dues and Subscriptions Totals		Invoice 1 Transactions	\$5,615.94

Account 54420 - Purchase of Equipment

5081 - The MacExperience, INC	28 - USB-C Digital AV Multiport Adapter_Adam Wason	12/11/2020	69.00
Account 54420 - Purchase of Equipment Totals		Invoice 1 Transactions	\$69.00



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Program 280000 - Main Totals	Invoice 12	\$35,358.56
	Transactions	
Department 28 - ITS Totals	Invoice 12	\$35,358.56
	Transactions	
Fund 101 - General Fund (S0101) Totals	Invoice 93	\$181,418.41
	Transactions	

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

Department 05 - Common Council

Program 050000 - Main

Account 53960 - Grants

7033 - Courage to Change Sober Living, INC	15-JH20-Rent assistance-11/10-11/16/20	12/11/2020	1,000.00
5572 - La Central Latina, INC (El Centro Comunal Latino)	15-JH2020 Grant-activity report-COVID 19-9/1-10/11/20	12/11/2020	6,256.27
18311 - New Leaf/New Life, INC	15-JH20 Grant-payroll expenses 10/26-11/22/20	12/11/2020	1,384.00
7531 - Pantry 279 INC	15-JH2020 Grant-director's salary	12/11/2020	20,000.00
7014 - Society of St. Vincent De Paul, Archdiocesan	15-JH2020 Grant-Clients-claim #5	12/11/2020	1,299.00

Account 53960 - Grants Totals	Invoice 5	\$29,939.27
	Transactions	
Program 050000 - Main Totals	Invoice 5	\$29,939.27
	Transactions	
Department 05 - Common Council Totals	Invoice 5	\$29,939.27
	Transactions	
Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 5	\$29,939.27
	Transactions	

Fund 312 - Community Services

Department 09 - CFRD

Program 090016 - Com Serv - Safe & Civil



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Account 52420 - Other Supplies

5819 - Synchrony Bank	09-Prizes for Young Women's Leadership Summit	12/11/2020	150.64
	Account 52420 - Other Supplies Totals	Invoice 1	<u>\$150.64</u>
		Transactions	
	Program 090016 - Com Serv - Safe & Civil Totals	Invoice 1	<u>\$150.64</u>
		Transactions	
	Department 09 - CFRD Totals	Invoice 1	<u>\$150.64</u>
		Transactions	
	Fund 312 - Community Services Totals	Invoice 1	<u>\$150.64</u>
		Transactions	

Fund 401 - Non-Reverting Telecom (S1146)

Department 25 - Telecommunications

Program 254000 - Infrastructure

Account 54450 - Equipment

9523 - Freedom Business Solutions, LLC	28 - toner - Laser Printer HP M404dn	12/11/2020	228.00
53442 - Paragon Micro, INC	25 - Dell P2217 - LED monitor - 22"	12/11/2020	139.50
	Account 54450 - Equipment Totals	Invoice 2	<u>\$367.50</u>
		Transactions	
	Program 254000 - Infrastructure Totals	Invoice 2	<u>\$367.50</u>
		Transactions	

Program 256000 - Services

Account 53150 - Communications Contract

203 - INDIANA UNIVERSITY	28-dark fiber-special circuits-10/1-10/31/20	12/11/2020	65.00
203 - INDIANA UNIVERSITY	28-dark fiber-special circuits-11/1-11/30/20	12/11/2020	65.00
	Account 53150 - Communications Contract Totals	Invoice 2	<u>\$130.00</u>
		Transactions	



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Program 256000 - Services Totals	Invoice 2	\$130.00
	Transactions	
Department 25 - Telecommunications Totals	Invoice 4	\$497.50
	Transactions	
Fund 401 - Non-Reverting Telecom (\$1146) Totals	Invoice 4	\$497.50
	Transactions	
Fund 450 - Local Road and Street(S0706)		
Department 20 - Street		
Program 200000 - Main		
Account 53520 - Street Lights / Traffic Signals		
223 - Duke Energy	02-821 W. 6th Street-Crosswalk-elec. chgs 10/21- BC 2018-58 11/20/20	11/30/2020 11.41
223 - Duke Energy	02-308 N. Rogers-Crosswalk-elec. chgs 10/23- 11/24/20	11/30/2020 10.85
223 - Duke Energy	02-2225 S. High-Crosswalk-elec bill 10/14- 11/13/20	11/30/2020 12.12
223 - Duke Energy	02-2103 E Wibleton-Crosswalk-elec. chgs 8/26- 9/25/20	11/30/2020 11.41
223 - Duke Energy	02-2103 E Wibleton-Crosswalk-elec. chgs 9/25- 10/26/20	11/30/2020 11.56
Account 53520 - Street Lights / Traffic Signals Totals	Invoice 5	\$57.35
	Transactions	
Account 54310 - Improvements Other Than Building		
18844 - First Financial Bank, N.A.	13-Downtown Alley Repaving-BC2020-55-App #1- 9/17-10/17/20	12/11/2020 14,509.51
Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$14,509.51
	Transactions	
Program 200000 - Main Totals	Invoice 6	\$14,566.86
	Transactions	
Department 20 - Street Totals	Invoice 6	\$14,566.86
	Transactions	
Fund 450 - Local Road and Street(S0706) Totals	Invoice 6	\$14,566.86
	Transactions	



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Fund 451 - Motor Vehicle Highway(S0708)

Department 20 - Street

Program 200000 - Main

Account 52420 - Other Supplies

7225 - Arctic Glacier USA, INC	20-130 7lb bags of ice for employees-11/13/20	12/11/2020	201.50
409 - Black Lumber Co. INC	20-cable ties for Christmas swags-11/24/20	12/11/2020	19.98
409 - Black Lumber Co. INC	20-Office repair-cable fee, twist on F conn-11/25/20	12/11/2020	6.48
313 - Fastenal Company	20-safety supplies-gloves, earplugs, towels, tape measure-8/11/2	12/11/2020	204.51
313 - Fastenal Company	20-safety supplies-gloves, orange/white spray paint-9/22/20	12/11/2020	150.62
313 - Fastenal Company	20-safety supplies-safety glasses, gloves, spray paint-10/6/20	12/11/2020	123.67
313 - Fastenal Company	20-safety supplies-cut off wheels-10/20/20	12/11/2020	43.33
313 - Fastenal Company	20-safety supplies-safety glasses, gloves-10/21/20	12/11/2020	39.02
313 - Fastenal Company	20-anchor cement (2)-10/22/20	12/11/2020	114.02
313 - Fastenal Company	20-safety supplies-gloves-10/28/20	12/11/2020	28.51
313 - Fastenal Company	20-safety supplies-gloves, safety glasses, spray paint-11/4/20	12/11/2020	59.76
313 - Fastenal Company	20-safety supplies-gloves, safety glasses/earplugs-11/18/20	12/11/2020	151.13
394 - Kleindorfer Hardware & Variety	20- Leaf rakes for leafing 2020 (17)	12/11/2020	348.33
394 - Kleindorfer Hardware & Variety	20- Gloves for Centerstone employees/leafing	12/11/2020	12.98
394 - Kleindorfer Hardware & Variety	20 -Rainsuits for employees (10)	12/11/2020	129.90



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

		Account 52420 - Other Supplies Totals	Invoice 15 Transactions	\$1,633.74
 Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287289748780X10192020		11/25/2020	166.96
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20- #287289748780X11192020		11/30/2020	166.96
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-Inv. 287297421132X11192020		11/30/2020	42.50
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287297421132X10192020		11/30/2020	19.17
		Account 53210 - Telephone Totals	Invoice 4 Transactions	\$395.59
 Account 53250 - Pagers				
332 - Indiana Paging Network, INC	20-Paging Service for Snow Control-January 2021		12/11/2020	87.26
		Account 53250 - Pagers Totals	Invoice 1 Transactions	\$87.26
 Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/6- BC 2010-23 11/4/20		11/25/2020	310.33
		Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$310.33
 Account 53630 - Machinery and Equipment Repairs				
4150 - Alexander's LLC	20 -Service to repair brakes on leafer #498		12/11/2020	38.16
		Account 53630 - Machinery and Equipment Repairs Totals	Invoice 1 Transactions	\$38.16
 Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/18/20	BC 2009-52	12/11/2020	12.64
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/18/20		12/11/2020	34.28



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/25/20	BC 2009-52	12/11/2020	12.64
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/25/20		12/11/2020	34.28
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 4	<u>\$93.84</u>
			Transactions	
Account 53990 - Other Services and Charges				
3404 - J.R. Watkins & Family, INC (Signs Now)	20- Digitally printed sidewalk decals		12/11/2020	1,260.00
Account 53990 - Other Services and Charges Totals			Invoice 1	<u>\$1,260.00</u>
			Transactions	
Program 200000 - Main Totals			Invoice 27	<u>\$3,818.92</u>
			Transactions	
Department 20 - Street Totals			Invoice 27	<u>\$3,818.92</u>
			Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals			Invoice 27	<u>\$3,818.92</u>
			Transactions	
Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 52430 - Uniforms and Tools				
293 - J&S Locksmith Shop, INC	26- Backpack Blower		12/11/2020	311.90
Account 52430 - Uniforms and Tools Totals			Invoice 1	<u>\$311.90</u>
			Transactions	
Account 53150 - Communications Contract				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20-Inv. 287287430216X10192020		11/25/2020	312.40
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-Inv. 287287430216X11192020		11/30/2020	312.40
Account 53150 - Communications Contract Totals			Invoice 2	<u>\$624.80</u>
			Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287289748780X10192020	11/25/2020	41.74
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20- #287289748780X11192020	11/30/2020	41.74
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-Inv. 287297421132X11192020	11/30/2020	81.82
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287297421132X10192020	11/30/2020	83.80
Account 53210 - Telephone Totals		Invoice 4	\$249.10
		Transactions	

Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/6- BC 2010-23 11/4/20	11/25/2020	2,373.25
Account 53510 - Electrical Services Totals		Invoice 1	\$2,373.25
		Transactions	

Account 53840 - Lease Payments

512 - 7th & Walnut , LLC	26-Walnut St Garage-January 2021 garage rent	12/11/2020	18,759.98
3887 - Mercury Development Group, LLC	26-Morton St Garage-January 2021 garage rent	12/11/2020	38,035.85
Account 53840 - Lease Payments Totals		Invoice 2	\$56,795.83
		Transactions	
Program 260000 - Main Totals		Invoice 10	\$60,354.88
		Transactions	
Department 26 - Parking Totals		Invoice 10	\$60,354.88
		Transactions	
Fund 452 - Parking Facilities(S9502) Totals		Invoice 10	\$60,354.88
		Transactions	

Fund 456 - MVH Restricted

Department 20 - Street

Program 200000 - Main



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

Account 52340 - Other Repairs and Maintenance

394 - Kleindorfer Hardware & Variety	20 -Parts for ped pole at 3rd & Washington	12/11/2020	45.53
Account 52340 - Other Repairs and Maintenance Totals		Invoice 1	<u>\$45.53</u>
		Transactions	
Program 200000 - Main Totals		Invoice 1	<u>\$45.53</u>
		Transactions	
Department 20 - Street Totals		Invoice 1	<u>\$45.53</u>
		Transactions	
Fund 456 - MVH Restricted Totals		Invoice 1	<u>\$45.53</u>
		Transactions	

Fund 600 - Cumulative Cap Imprv(CIG)(S2379)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material

334 - Irving Materials, INC	20-2610 S. Trotters Run-Class A Stone Ash-12 cy- BC 2020-16 11/4/20	12/11/2020	1,218.00
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1	<u>\$1,218.00</u>
		Transactions	
Program 020000 - Main Totals		Invoice 1	<u>\$1,218.00</u>
		Transactions	
Department 02 - Public Works Totals		Invoice 1	<u>\$1,218.00</u>
		Transactions	
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice 1	<u>\$1,218.00</u>
		Transactions	

Fund 601 - Cumulative Capital Devlp(S2391)

Department 02 - Public Works

Program 020000 - Main

Account 52330 - Street , Alley, and Sewer Material



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

19278 - Milestone Contractors, LP	20 Tack oil for resurfacing-1,150 gallons-11/17/20	BC 2020-13	12/11/2020	3,450.00
19278 - Milestone Contractors, LP	20-surface-Rogers Street-32.66 tons-11/13/20	BC 2020-13	12/11/2020	1,551.35
Account 52330 - Street , Alley, and Sewer Material Totals			Invoice 2	<hr/> \$5,001.35
			Transactions	
Program 020000 - Main Totals			Invoice 2	<hr/> \$5,001.35
			Transactions	
Department 02 - Public Works Totals			Invoice 2	<hr/> \$5,001.35
			Transactions	
Fund 601 - Cumulative Capital Devlp(S2391) Totals			Invoice 2	<hr/> \$5,001.35
			Transactions	

Fund 730 - Solid Waste (S6401)

Department 16 - Sanitation

Program 160000 - Main

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20-#287289748780X10192020		11/25/2020	41.74
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-#287289748780X11192020		11/30/2020	41.74
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-Inv. 287297421132X11192020		11/30/2020	419.36
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20-#287297421132X10192020		11/30/2020	419.36

Account 53210 - Telephone Totals	Invoice 4	<hr/> \$922.20
	Transactions	

Account 53310 - Printing

5387 - Creative Graphics, INC (dba Baugh Enterprises)	16-3,000 Non-recycle stickers		12/11/2020	440.46
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Account 53310 - Printing Totals	Invoice 1	<hr/> \$440.46
	Transactions	

Account 53510 - Electrical Services



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/6- BC 2010-23 11/4/20	11/25/2020	421.35
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	<hr/> \$421.35
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/18/20	BC 2009-52 12/11/2020	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-11/18/20	12/11/2020	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/25/20	BC 2009-52 12/11/2020	9.66
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-11/25/20	12/11/2020	23.26
	Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 4 Transactions	<hr/> \$65.84
Account 53950 - Landfill			
52226 - Hoosier Transfer Station-3140	16-trash disposal fee-10/27/20	12/11/2020	177.78
52226 - Hoosier Transfer Station-3140	16-recycling fees - 11/2-11/12/20	12/11/2020	4,086.75
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 11/2-11/14/20	12/11/2020	14,708.07
	Account 53950 - Landfill Totals	Invoice 3 Transactions	<hr/> \$18,972.60
Account 53990 - Other Services and Charges			
Jolene Knox	16-payment repair vehicle-accident by employee- 11/4/2020	12/11/2020	1,325.80
	Account 53990 - Other Services and Charges Totals	Invoice 1 Transactions	<hr/> \$1,325.80
	Program 160000 - Main Totals	Invoice 14 Transactions	<hr/> \$22,148.25
	Department 16 - Sanitation Totals	Invoice 14 Transactions	<hr/> \$22,148.25
	Fund 730 - Solid Waste (S6401) Totals	Invoice 14 Transactions	<hr/> \$22,148.25



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

Fund 800 - Risk Management(S0203)

Department 10 - Legal

Program 100000 - Main

Account 52430 - Uniforms and Tools

327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Chipman (9W)-9/23/20	12/11/2020	100.00
	Account 52430 - Uniforms and Tools Totals	Invoice 1 Transactions	<hr/> \$100.00

Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20-Inv. 287287430216X10192020	11/25/2020	41.74
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20-Inv. 287287430216X11192020	11/30/2020	41.74
	Account 53210 - Telephone Totals	Invoice 2 Transactions	<hr/> \$83.48

Account 53420 - Worker's Comp & Risk

2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser -2020166	12/02/2020	1,660.56
	Account 53420 - Worker's Comp & Risk Totals	Invoice 1 Transactions	<hr/> \$1,660.56
	Program 100000 - Main Totals	Invoice 4 Transactions	<hr/> \$1,844.04
	Department 10 - Legal Totals	Invoice 4 Transactions	<hr/> \$1,844.04
	Fund 800 - Risk Management(S0203) Totals	Invoice 4 Transactions	<hr/> \$1,844.04

Fund 802 - Fleet Maintenance(S9500)

Department 17 - Fleet Maintenance

Program 170000 - Main



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

Account 52230 - Garage and Motor Supplies

50605 - Bauer Built, INC	17-disposal fee-truck tires (35)-11/6/20	12/11/2020	157.50
4693 - Monroe County Tire & Supply, INC	17-tires-255/70R17 (4)	12/11/2020	501.80
Account 52230 - Garage and Motor Supplies Totals		Invoice 2 Transactions	\$659.30

Account 52240 - Fuel and Oil

613 - Hoosier Penn Oil Company, INC	17-stock oil/fluids-HP Group II AW 68 Hydra 1/55	12/11/2020	336.05
Account 52240 - Fuel and Oil Totals		Invoice 1 Transactions	\$336.05

Account 52320 - Motor Vehicle Repair

244 - Bloomington Ford, INC	17-parts-latch	12/11/2020	90.39
244 - Bloomington Ford, INC	17-parts-spindle, nut-hex	12/11/2020	208.97
244 - Bloomington Ford, INC	17-#718 tire balance, diagnostics parts	12/11/2020	119.14
4335 - Circle Distributing, INC	17-stock-part-AA5Z67MB 1440/SK	12/11/2020	46.92
594 - Curry Auto Center, INC	17-misc. parts-elements and filters	12/11/2020	78.03
11672 - Jack Doheny Companies, INC	17-#601 pendant	12/11/2020	952.44
4439 - JX Enterprises, INC	17-peterbilt parts-sensor-pressure	12/11/2020	69.80
4439 - JX Enterprises, INC	17-Peterbilt parts-tank-valve-solenoid, 2way	12/11/2020	124.99
4439 - JX Enterprises, INC	17-Peterbilt parts-tank-tube-CPR-water outlet/inlet	12/11/2020	184.35
4439 - JX Enterprises, INC	17-Peterbilt parts-filter screen, sensor-def concentration	12/11/2020	282.98
4439 - JX Enterprises, INC	17-Peterbilt parts-dryer air AD/1P	12/11/2020	502.30



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

4474 - Ken's Westside Service & Towing, LLC	17-#637 engine replacement	12/11/2020	14,900.87
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock mirrors	12/11/2020	115.98
5952 - Reading Midwest Distribution, LLC	17-689 winch supplies-load rope, solenoid, hyd cap	12/11/2020	215.00
5952 - Reading Midwest Distribution, LLC	17-689 winch supplies-winch contactor (inc. s/h)	12/11/2020	545.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-nozzle for windshield	12/11/2020	23.20
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-pad kit: front & rear discs	12/11/2020	277.40
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-brake rotor	12/11/2020	360.00
582 - Town & Country Chrysler Dodge Jeep, INC	17-parts-ignition coil & cable, plug	12/11/2020	694.72
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-panel-dash, center, air brake	12/11/2020	106.93
2096 - West Side Tractor Sales CO.	17-credit-return bolts, nuts, lock washers	12/11/2020	(161.46)
2096 - West Side Tractor Sales CO.	17-credit-return-spacers, bolts, washers, freight chgs	12/11/2020	(308.64)
2096 - West Side Tractor Sales CO.	17-625 boom repair	12/11/2020	461.23
Account 52320 - Motor Vehicle Repair Totals		Invoice 23 Transactions	\$19,890.54
Account 52420 - Other Supplies			
177 - Indiana Oxygen Company, INC	17-gas for torches-acetylene/fuel gases/mix gases/oxygen	12/11/2020	168.33
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$168.33
Account 52430 - Uniforms and Tools			
7527 - Kenneth Arthur	17-tool check reimbursement -December 2020	12/11/2020	325.00
4861 - Bradley C Rushton	17-tool check reimbursement -December 2020	12/11/2020	673.94



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

1072 - Keith L Sharp	17-tool check reimbursement -December 2020		12/11/2020	736.86
4878 - James M Smith	17-tool check reimbursement -December 2020		12/11/2020	740.00
Account 52430 - Uniforms and Tools Totals			Invoice 4 Transactions	<hr/> \$2,475.80
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	17-Montly Pest Control @ Fleet	BC 2019-109	12/11/2020	95.00
Account 53140 - Exterminator Services Totals			Invoice 1 Transactions	<hr/> \$95.00
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 9/12-10/11/20- #287289748780X10192020		11/25/2020	41.74
13969 - AT&T Mobility II, LLC	06-cell phone chgs 10/12-11/11/20- #287289748780X11192020		11/30/2020	41.74
Account 53210 - Telephone Totals			Invoice 2 Transactions	<hr/> \$83.48
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-10/6- 11/4/20	BC 2010-23	11/25/2020	457.66
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	<hr/> \$457.66
Account 53610 - Building Repairs				
6378 - ANN-KRISS, LLC	17-revmoval of concrete block/install of larger opening	BC 2020-11	12/11/2020	5,073.72
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	<hr/> \$5,073.72
Account 53620 - Motor Repairs				
244 - Bloomington Ford, INC	17-#718 tire balance, diagnostics parts		12/11/2020	993.20
4474 - Ken's Westside Service & Towing, LLC	17-towing service-Unit #874-11/13/20		12/11/2020	50.00



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

4474 - Ken's Westside Service & Towing, LLC	17-towing service-Unit #836-11/6/20		12/11/2020	50.00
4474 - Ken's Westside Service & Towing, LLC	17-#637 engine replacement		12/11/2020	2,707.00
2096 - West Side Tractor Sales CO.	17-625 boom repair		12/11/2020	506.25
Account 53620 - Motor Repairs Totals			Invoice 5	\$4,306.45
			Transactions	

Account 53640 - Hardware and Software Maintenance

3472 - Lucy, INC	17-Implementation of Lucy Module-Support/Maint-10/11-10/17/20	BC 2020-33	12/11/2020	157.50
3472 - Lucy, INC	17-Implementation of Lucy Module-Support/Maint-10/25-10/31/20	BC 2020-33	12/11/2020	270.00
2096 - West Side Tractor Sales CO.	17 - JD link subscriptions for various JD equipment		12/11/2020	300.00
2096 - West Side Tractor Sales CO.	17 - JD link subscriptions for various JD equipment		12/11/2020	300.00
2096 - West Side Tractor Sales CO.	17 - JD link subscriptions for various JD equipment		12/11/2020	300.00
2096 - West Side Tractor Sales CO.	17 - JD link subscriptions for various JD equipment		12/11/2020	300.00
2096 - West Side Tractor Sales CO.	17 - JD link subscriptions for various JD equipment		12/11/2020	300.00
Account 53640 - Hardware and Software Maintenance Totals			Invoice 7	\$1,927.50
			Transactions	

Account 53920 - Laundry and Other Sanitation Services

19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-10/7/20	BC 2009-52	12/11/2020	111.94
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-11/4/20		12/11/2020	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-11/11/20		12/11/2020	70.08
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-11/11/20	BC 2009-52	12/11/2020	16.49
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-11/4/20	BC 2009-52	12/11/2020	16.49



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

19171 - Aramark Uniform & Career Apparel Group, INC	17 - credit for lost uniforms-11/16/20		12/11/2020	(95.00)
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-11/18/20		12/11/2020	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-11/18/20	BC 2009-52	12/11/2020	16.49
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 8	\$276.13
			Transactions	
Program 170000 - Main Totals			Invoice 56	\$35,749.96
			Transactions	
Department 17 - Fleet Maintenance Totals			Invoice 56	\$35,749.96
			Transactions	
Fund 802 - Fleet Maintenance(\$9500) Totals			Invoice 56	\$35,749.96
			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		11/25/2020	93.00
17785 - The Howard E. Nyhart Company, INC	12-City URM		11/30/2020	30.00
17785 - The Howard E. Nyhart Company, INC	12-City URM		11/30/2020	10.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		11/30/2020	91.51
17785 - The Howard E. Nyhart Company, INC	12-City URM		11/30/2020	257.05
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM		12/01/2020	111.31
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-12/1/2020		12/02/2020	1,326.51

Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 7	\$1,919.38
	Transactions	



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

Account 53990.1281 - Other Services and Charges Section 125 - URM- Util

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/25/2020	80.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	11/30/2020	39.31
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/01/2020	7.36

Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 3	<hr/>	\$126.67
	Transactions		
Program 120000 - Main Totals	Invoice 10	<hr/>	\$2,046.05
	Transactions		
Department 12 - Human Resources Totals	Invoice 10	<hr/>	\$2,046.05
	Transactions		
Fund 804 - Insurance Voluntary Trust Totals	Invoice 10	<hr/>	\$2,046.05
	Transactions		

Fund 805 - Unemployment Comp Non-Reverting

Department 12 - Human Resources

Program 120000 - Main

Account 53990 - Other Services and Charges

204 - State Of Indiana	12-Unemployment Invoice \$5230.22	12/11/2020	5,230.22
	Account 53990 - Other Services and Charges Totals	Invoice 1	<hr/>
		Transactions	\$5,230.22
	Program 120000 - Main Totals	Invoice 1	<hr/>
		Transactions	\$5,230.22
	Department 12 - Human Resources Totals	Invoice 1	<hr/>
		Transactions	\$5,230.22
	Fund 805 - Unemployment Comp Non-Reverting Totals	Invoice 1	<hr/>
		Transactions	\$5,230.22

Fund 978 - City 2016 GO Bond Proceeds

Department 06 - Controller's Office



Board of Public Works Claim Register

Invoice Date Range 11/25/20 - 12/11/20

Program **06016C - 2016 C Jackson Trail**

Account **54310 - Improvements Other Than Building**

16 - Butler, Fairman & Seufert, INC

13-Jackson Creek Trail PH2_(PE)-10/1-10/31/20 BC 2019-88 12/11/2020 428.66

Account 54310 - Improvements Other Than Building Totals	Invoice 1	\$428.66
	Transactions	
Program 06016C - 2016 C Jackson Trail Totals	Invoice 1	\$428.66
	Transactions	
Department 06 - Controller's Office Totals	Invoice 1	\$428.66
	Transactions	
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 1	\$428.66
	Transactions	
Grand Totals	Invoice 236	\$364,458.54
	Transactions	

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/11/2020	Claims				364,458.54
					<u>364,458.54</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 \$ 364,458.54

Dated this 8th day of December 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 _____