

Board of Public Works Meeting
June 08, 2021



Topic: Board of Public Works

Time: Jun 8, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/95876541469?pwd=VFdJQ0hUb0NITEo0ZVZoaHlyYkFadz09>

Meeting ID: 958 7654 1469

Passcode: 024211

Dial by your location

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AGENDA
BOARD OF PUBLIC WORKS
June 08, 2021

A Regular Meeting of the Board of Public Works will be held through Virtual Meeting on Tuesday, June 08, 2021 at 5:30 p.m.

The City will offer virtual options, including CATS public access television (live and tape- delayed) and Zoom. Public comments and questions will be encouraged via bloomington.in.gov rather than in person.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
 1. Approval of Minutes – May 25, 2021
 2. Night-time Work Request from Miller Pipeline for South Walnut Street
 3. Continuation of Parklet Program, Pick-Up/Drop-Off Zones, and Kirkwood Closure through 10/31/2021
 4. Blue Ridge Neighborhood Block Party
 5. Approval of Payroll
- IV. NEW BUSINESS**
 1. Amendment #1 to MOU with CBU for Construction Cost Sharing on the 7th Street Bike Lane Improvements Project
 2. Preliminary Engineering Contract with Shrewsberry for Bloomington Hospital Re-Use (BHRU) Infrastructure & Engineering Phase 1 East Project
 3. Agreement with The Land’s Group, LLC., dba Bloomington Garage Floors for Installation of Epoxy Flooring at FS #2
- 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, May 25, 2021, at 5:30 pm virtually through Zoom. Dana Palazzo presiding.

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

Present: Dana Palazzo
Beth H. Hollingsworth
Kyla Cox Deckard

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger – Public Works
Daniel Dixon – City Legal
Jackie Moore – City Legal
Jo Stong – Housing & Neighborhood Dev.
Kenny Liford – Housing & Neighborhood Dev.
Neil Kopper – Engineering
Emily Herr – Engineering
Paul Kehrberg – Engineering

Beth Hollingsworth thanked all the crews who are working in the heat and reminded them to stay hydrated.

**MESSAGES FROM
BOARD MEMBERS**

Daniel Dixon, City Legal, asked Jo Stong, Housing and Neighborhood Dev., to present Appeal Notice of Violation #s 48032 and 48148 for Excessive Growth at 2611 E. Round Hill Lane. See meeting packets for details.

Board Comments: None

Hollingsworth made a motion to deny Appeal Notice of Violation #s 48032 and 48148 for Excessive Growth at 2611 E. Round Hill Lane. Cox Deckard seconded. Dana Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

**PETITIONS AND
REMONSTRANCES**
**Appeal Notice of Violation
#s 48032 and 48148 for
Excessive Growth at 2611 E.
Round Hill Lane**

Daniel Dixon, City Legal, asked appellant to speak on Appeal Notice of Violation # 48158 for Trash at 2440 S. Henderson Street. John Wilson, appellant, explained that receiving the Notice of Violation and their trash pick-up was a matter of timing. See meeting packet for details.

Appeal Notice of Violation # 48158 for Trash at 2440 S. Henderson Street

Board Comments: Hollingsworth asked how many times the appellants have been out of compliance. Kenny Liford, Housing and Neighborhood Dev., stated the property is always in non-compliance. Liford stated that he could write a trash ticket every day, by code. He also explained that this property is the number one spot that he has issues with as far as non-compliance.

Hollingsworth made a motion to deny Appeal Notice of Violation # 48158 for Trash at 2440 S. Henderson Street. Cox Deckard seconded. Dana Palazzo took a roll call vote, Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Daniel Dixon, City Legal, asked appellant to speak on Appeal Notice of Violation # 48159 for Excessive Growth at 2440 S. Henderson Street. Russ Bonanno and John Wilson, appellants, explained they were able to find a vendor to cut the lawn. The lawn was mowed after the violation was received.

Appeal Notice of Violation # 48159 for Excessive Growth at 2440 S. Henderson Street

Board Comments: Palazzo asked if they have secured lawn care for the rest of the season. Wilson confirmed. Palazzo asked if the appellants could let the lawn care company know that they are missing spots that need to be mown. Wilson confirmed that he would let the lawn care company know.

Hollingsworth made a motion to uphold Appeal Notice of Violation # 48159 for Excessive Growth at 2440 S. Henderson Street. Cox Deckard seconded. Dana Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Public Comments: Mr. Gul for Appeal Notice of Violation #s 48032 and 48148 for Excessive Growth at 2611 E. Round Hill Lane joined meeting late because of technical issues. Was allowed to present his appeal with no objection from the Board or City Legal. Motion was upheld to deny the appeal.

Public Comments: Carole Canfield commented on her opposition of the Lower Cascades road closure. Palazzo thanked Canfield for her time and comments.

Daniel Dixon, City Legal, presented Abatement at 2611 E. Round Hill Lane. He asked that the board incorporate all prior testimony and statements regarding the notices of violation. The denial of the appeals on the violations are a prerequisite on the ability to request the abatement. Dixon deferred to Jo Stong, Housing and Neighborhood Dev., to provide additional information. Stong commented that Linda Thompson, Planning and Transportation Dept., has also visited property and found it to be out of compliance. See meeting packet for details.

Public Comments: Mr. Gul, property owner, argued that he has no invasive species that is over 8 inches long. Mr. Gul stated that there should be sworn statements from the City employees because he feels like they are lying. Wason commented that the Board of Public Works meetings are held according to the official state statute. All information presented is in an official packet of record and all comments from staff are entered as official record.

Board Comments: Hollingsworth asked Stong if at any time Stong was at the property if she had conversations with Mr. Gul. Stong has had no conversations with Mr. Gul this year.

Hollingsworth made a motion to approve Abatement at 2611 E. Round Hill Lane. Cox Deckard seconded. Dana Palazzo took a roll call vote, Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

1. Approval of Minutes – May 11, 2021
2. Resolution 2021-16: Order to Remove Unsafe Structure at 2412 W. 3rd Street
3. Right-of-Way Dedication at Miller-Showers Park
4. Resolution 2021-14: Public Need for Right-of-Way Acquisition for the 17th Street Multimodal Improvements Project
5. Noise Permit Request from Oak for One Year Anniversary Party

TITLE VI
ENFORCEMENT
Abatement at 2611 E.
Round Hill Lane

CONSENT AGENDA

6. Noise Permit Request from the Hot Room for Free Yoga Classes on the International Day of Yoga
7. Noise Permit Request from Rainbow Bakery for a Pop-Up Art Market
8. Resolution 2021-17: Renewal of Mobile Vendor - Great White Smoke BBQ
9. Agreement with Bloomington Seal Coating & Paving, Inc., for Seal Coating and Striping of City owned Parking lot leased to CFC.
10. Supplement #1 to Service Agreement with B&L Sheet Metal
11. Supplement #1 to Service Agreement with AMC Construction
12. Supplement #1 to Outdoor Lighting Service Agreement with Duke Energy (W. Howe & N. Rogers Street)
13. License Agreement with Telko, Inc. on 14th & Walnut Improvements
14. Approval of Payroll

Hollingsworth made a motion to approve Consent Agenda. Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Neil Kopper, Engineering, presented Amendment #1 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project
See meeting packet for details.

Board Comments: None.

Hollingsworth made a motion to approve Amendment #1 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project. Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Emily Herr, Engineering, presented Request from FA Wilhelm for Sidewalk Closure on S. Strong Drive. See meeting packet for details.

NEW BUSINESS
Amendment #1 to LPA-Consulting Contract with Lochmueller Group for the 17th Street (Monroe to Grant) Multimodal Improvements Project

Request from FA Wilhelm for Sidewalk Closure on S. Strong Drive

Board Comments: Palazzo asked if closure will be through June or July. Herr said it will be for six weeks from May 17, 2021. Completion should be at the end of June.

Hollingsworth made a motion to approve Request from FA Wilhelm for Sidewalk Closure on S. Strong Drive. Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Emily Herr, Engineering, presented Request from Messer Construction for Sidewalk Closure on N. Park Avenue between E. 9th and E. 10th (June 01, 2021- June 30, 2022). See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Request from Messer Construction for Sidewalk Closure on N. Park Avenue between E. 9th and E. 10th (June 01, 2021- June 30, 2022). Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Request from Strauser Construction for Sidewalk Closure and Right-of-Way use at 301 E. 19th Street (June 2021-May 2022). See meeting packet for details.

Board Comments: Palazzo asked if they are replacing the sidewalk or adding new on top of the existing. Kehrberg said that the sidewalk will be completely replaced.

Hollingsworth made a motion to approve Request from Strauser Construction for Sidewalk Closure and Right-of-Way use at 301 E. 19th Street (June 2021-May 2022). Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

Adam Wason, Public Works, wanted to note a Public Works employee, Mark Arnold, who is retiring and wished him the best. Wason mentioned that the College Mall Road repaving project is

**Request from Messer
Construction for Sidewalk
Closure on N. Park Avenue
between E. 9th and E. 10th
(June 01, 2021- June 30, 2022)**

**Request from Strauser
Construction for Sidewalk
Closure and Right-of-Way
use at 301 E. 19th Street
(June 2021-May 2022)**

**STAFF REPORTS AND
OTHER BUSINESS**

underway and the paving company has been super-efficient. The project will likely be done by the end of the week.

Hollingsworth made a motion to approve claims in the amount of \$616,082.70. Cox Deckard seconded. Palazzo took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Palazzo voted yes. Motion is passed.

CLAIMS

Palazzo called for adjournment at 6:35 p.m.

ADJOURNMENT

Accepted By:

Dana Palazzo, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event: Request from Miller Pipeline to close a lane of S Walnut St and the adjacent sidewalk

Staff Representative: Paul Kehrberg/Mike Stewart

Petitioner/Representative: David Hudson, Miller Pipeline

Date: April 27, 2021

Report: Miller Pipeline will be completing a gas main replacement on S Walnut St from approximately S Walnut St Pike to E Miller Dr. As part of this work they have requested and obtained permission to have daytime lane closures on S Walnut St, only while they are working.

The possibility of performing work near the McDonalds (1919 S Walnut St) and Starbucks (1921 S Walnut St) overnight was discussed to help ensure access to both of the businesses as well as maintain the flow of traffic. It is believed that this work would only require 1-2 nights of labor and would not be necessary until mid to late July.

Miller Pipeline has supplied us with maintenance of traffic plans for the lane and sidewalk closures. They have also notified all residents and businesses in the area.



Board of Public Works Staff Report

Project/Event: Continuation of Parklet Program, Pick-Up/Drop-Off Zones, and Kirkwood Closure

Petitioner/Representative: City of Bloomington Department of Public Works

Staff Representative: Adam Wason, Department of Public Works

Meeting Date: June 08, 2021

The City plans to continue the Parklet Program, Pick-Up/Drop-Off Zones, and the closure of portions of Kirkwood Avenue, expanding existing seating and merchandising encroachments further into the right-of-way, from June 30, 2021 through October 31, 2021. These measures are designed to assist the local business community by adding seating and merchandising capacity as part of our ongoing economic recovery from the COVID-19 pandemic.

In order to meet the needs of customers, comply with local and state health guidelines, and stimulate the local economy, we must be creative with ways to expand outdoor seating options for downtown restaurants.

Parklets allow some downtown restaurants to expand their outdoor seating, in a temporary and easily-adjustable manner.

Many downtown businesses, especially restaurants, have a large amount of carryout and curbside delivery business. In order to remain competitive with drive-thrus and big box stores offering curbside pick-up, it is essential that Pick-Up/Drop-Off Zones parking spots be available for short-term parking.

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

After discussion and coordination with the Kirkwood Business Owner's Association, the City Administration is in support of allowing for more extensive closures on Kirkwood Avenue over the next few months in order to allow for more consistent planning and for the restaurants to be able to invest in necessary items to be most successful in providing safe dining experiences to their customers.

Adam Wason
Director, Department of Public Works



Board of Public Works Staff Report

Project/Event: Blue Ridge Neighborhood Association

Petitioner/Representative: Cory Rutz-- Blue Ridge Neighborhood

Staff Representative: April Rosenberger

Meeting Date: June 8, 2021

Cory Rutz, Vice President of the Blue Ridge Neighborhood Association is seeking approval for a Neighborhood Block Party from 4 pm to 9 pm on the 1st Tuesday of every month through October 2021. The Blue Ridge Neighborhood Association seeks to invite up to four food trucks (including one "dessert truck") to the neighborhood. Food trucks sign up for available slots, and the BRNA announces the event to its neighbors through Nextdoor and word of mouth. Neighbors can pick up food and bring it home, or eat nearby if they find an acceptable location, but no special dining space is provided. Neighbors adjacent to the event have been contacted in advance and have approved some usage of their yards for neighbors to stand in line or picnic on. BRNA provides trash and recycling receptacles. BRNA is also requesting a portion of Rusgan Drive from the corner of N. Ramble road to the first driveway on Rusgan Drive. No driveways will be blocked by the closure.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St Suite 150
PO Box 100
Bloomington IN 47402

**DEPARTMENT OF PUBLIC WORKS
DEPARTMENT OF ECONOMIC
& SUSTAINABLE DEVELOPMENT**

ESD 812.349.3418
PW 812.349.3410

Greetings from the City of Bloomington!

This application is for approval from the Board of Public Works for Temporary Special Events for the use of public rights of way owned by the City of Bloomington. To assure timely approval by the Board of Public Works to your application we ask that you notify us 3 months in advance when possible

Applications will not be considered unless all relevant portions of the application have been completed in their entirety. Once a completed application is submitted to the City it will be reviewed by City Staff and will then go before the Board of Public Works for consideration. Once approved by the Board of Public Works, the City retains the right to revoke permission if event becomes a public safety concern.

The Board of Public Works has the sole discretion as to whether or not a special approval shall be granted. If the Board of Public Works issues a special approval for use of public right-of-way the Board may prescribe any reasonable conditions or requirements it deems necessary to minimize the adverse effects upon the Bloomington community, surrounding neighborhoods, or emergency service providers.

If the Board of Public Works issues the special approval, the permit holder shall still abide by all other city, county, state and federal laws.

The City of Bloomington
Department of Economic and Sustainable Development



NEIGHBORHOOD BLOCK PARTY APPLICATION

City of Bloomington
Department of Economic and Sustainable Development
401 N. Morton Street, Suite 150
Bloomington, Indiana 47404
812-349-3418
Department of Public Works
812-349-3410

1. Applicant Information

Contact Name:	Cory Rutz		
Contact Phone:	(414) 331-0868	Mobile Phone:	(414) 331-0868
Title/Position:	Vice President, Blue Ridge Neighborhood Association		
Neighborhood:	Blue Ridge		
Address:	2980 N Lakewood Ct		
City, State, Zip:	Bloomington, IN 47408		
Contact E-Mail Address:	cjruz@gmail.com		
Neighborhood E-Mail and URL:	blueridgebloomington@googlegroups.com https://blueridge.bloomington.in.us/		
Org Phone No:	None	Fax No:	

2. Any Key Partners Involved (including Food Vendors if applicable)

Organization Name:	None. Food Trucks are invited to attend, but sign up on their own and change from month to month.		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	

3. Event Information

Date(s) of Event:	7/6/2021; 8/3/2021; 9/7/2021; 10/5/2021		
Time of Event:	Date: All	Start: 4pm	Date: All End: 8pm
Setup/Teardown time Needed	Date: All	Start: 4pm	Date: All End: 9pm
Calendar Day of Week:	Tuesday		
Description of Event:	<p>The Blue Ridge Neighborhood Association seeks to invite up to four food trucks (including one "dessert truck") to the neighborhood on the first Tuesday of each month through October 2021. Food trucks sign up for available slots, and the BRNA announces the event to its neighbors through Nextdoor and word of mouth. Neighbors can pick up food and bring it home, or eat nearby if they find an acceptable location, but no special dining space is provided. Neighbors adjacent to the event have been contacted in advance and have approved some usage of their yards for neighbors to stand in line or picnic on. BRNA provides trash and recycling receptacles. No driveways will be blocked by the closure.</p>		
Street(s) you wish to close	Rusgan Drive, from the east (corner w/Ramble Rd East) to the 1st driveway		
Expected Number of Participants:	50-80	Expected # of vehicles (Use of City Parking spaces): N/A	

NEIGHBORHOOD BLOCK PARTY YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

See attached document at end of PDF

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where two 2-way streets will be closed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> • Determine if No Parking Signs will be required Signs not required
<input type="checkbox"/>	Noise Permit application No amplification or crowds planned
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached) BRNA provided

8. CHECKLIST

<input type="checkbox"/>	Complete application with attachment <ul style="list-style-type: none"> <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) and date going before the Board of Public Works (contact ESD at 812-349-3418 for date) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)
<input type="checkbox"/>	Date Application will be heard by Board of Public Works
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)

NOTE: The City of Bloomington reserves the right to cancel any event at any time should such event begin to threaten public safety or if an emergency necessitates cancellation.

Amusement and Entertainment Permits: The Indiana Department of Homeland Security requires that certain events be inspected by a representative from the Department of Homeland Security. Amusement and Entertainment permits are required for events at a variety of locations and venues. Some of the most common kinds of places that require amusement entertainment permits are places where the following kinds of events occur: concerts and other shows, amusement rides, movies, dances, and bowling. It is your responsibility to contact the Department of Homeland Security to see if your event requires an Amusement and Entertainment Permit and an inspection. The Department of Homeland Security can be reached at (317)232-2222 or online at <https://www.in.gov/dhs/2795.htm>.

For City Of Bloomington Use Only

Date Received:	Received By: Economic & Sustainable Development	Date Approved:	Approved By:
	Bloomington Police		
	Bloomington Fire		
	Planning & Transportation		
	Transit		
	Public Works		
	Board of Public Works		



CITY OF BLOOMINGTON

NOISE PERMIT

City of Bloomington
401 N. Morton St., Suite 120
Bloomington, Indiana 47404
812-349-3589

Application and Permit Information

This is an application for a permit for relief from Chapter 14.09 (Noise Control) of the Bloomington Municipal Code. Any permit granted by the City of Bloomington must contain all conditions upon which said permit shall be effective. The City may prescribe any reasonable conditions or requirements it deems necessary to minimize adverse effects upon the community or the surrounding neighborhood.

Once a completed application is submitted to the City, it will be reviewed by the Board of Public Works. If the permit is approved, the holder must still abide all other city, state, and federal laws.

Contact April Rosenberger with any questions: (812) 349-3411 or arosenberger@bloomington.in.gov

Event and Noise Information

Name of Event:				
Location of Event:				
Date of Event:		Time of Event:	Start:	
Calendar Day of Week:			End:	
Description of Event:				
Source of Noise:	<input type="checkbox"/> Live Band	<input type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:				
Organization:		Title:		
Physical Address:				
Email Address:		Phone Number:		
Signature:		Date:		

FOR CITY OF BLOOMINGTON USE ONLY

In accordance with Section 14.09.070 of the Bloomington Municipal Code, We, the Board of Public Works, the designee of the Mayor of the City of Bloomington, hereby waive the City Noise Ordinance for the above mentioned event.

BOARD OF PUBLIC WORKS	
_____	_____
Dana Palazzo, President	Beth H. Hollingsworth, Vice-President
_____	_____
Date	Kyla Cox Deckard, Secretary

Waste and Recycling Management Plan Template (Only if you anticipate over 100 participants)

Event name: _____

Number of expected attendees: _____

Number of food vendors: _____

Number of other vendors: _____

Designated waste and recycling manager: This may be a staff member or a volunteer. Events expecting over 100 attendees are required to designate a waste and recycling manager who will be in charge of overseeing the implementation of the waste and recycling management plan.

Event map: In the event map you submit with your event application, please clearly designate where waste and recycling bins will be placed. Each waste bin should be paired with one or more recycling bins. Also designate any larger collection areas (such as dumpsters) and the path for access by waste haulers.

TIP: Recycling bins should be visually distinct from waste bins, and all bins should be clearly labeled for easy use by attendees. ClearStream recycling bins are available for use through [Downtown Bloomington, Inc.](#)

Targeted waste: Please enumerate the types of waste expected at the event and plans for collecting each type of item using the following table. Examples are listed, but feel free to modify as appropriate.

Type of waste	Collection plan
<Containers>*	<Recycling, composting, etc.>
<Mixed paper>	<Recycling in on-site, designated bins staffed by volunteers>
<Food waste>	<Composting bins, waste bins, etc.>

*Note that “compostable” plastics are only compostable in industrial composters, which are not available in the Bloomington area. If you opt for compostable items at your event, ensure that they are compostable paper rather than plastic.

Collection and hauling system: Describe where and how waste and recycling will be collected and separated. Include information on how attendees and vendors will be educated on where materials should be placed, including signage, pre-event training and publicity, volunteer-staffed waste management stations, etc.

Events with over 100 attendees must provide staffed (by paid staff or volunteers) waste management stations to ensure that materials are separated according to the waste and recycling management plan.

Vendor and volunteer education and training: Describe your plans for educating volunteers about waste and recycling management plans at the event, and vendors on what materials will be permitted in order to comply with the Plan and to minimize waste through both reduction and recycling.

Materials and supplies: List the materials you plan to have on hand to implement the waste and recycling management plan, including bins, labels, bags, signage, etc.

Designation of duties: Clearly designate the volunteers, staff, or other individuals who will be responsible for implementing each component of the waste and recycling management plan.

EXAMPLE: NOTICE OF PUBLIC MEETING LETTER

The Board of Public Works of Bloomington, Indiana, has been petitioned to hear a request for a Special Event in Public Right Way for _____.

The Board of Public Works meeting to hear this request will be MONTH, DAY, YEAR. Board of Public Works meetings are held in the Council Chambers of the Showers Center City Hall at 401 N. Morton at 5:30 p.m.

The proposal for _____ will be on file and may be examined in the Public Works office on the Friday (insert date) prior to the Tuesday (insert) meeting.

All persons interested in said proposal may be heard at the time and place as herein set out. If you would rather voice your opinion by phone you may call 812.349.3410 or email public.works@bloomington.in.gov. Written and verbal objections filed with the Board of Public Works prior to the hearing will be considered.

BOARD OF PUBLIC WORKS
CITY OF BLOOMINGTON, INDIANA

PETITIONER:

DATE:

Contact Information- Other

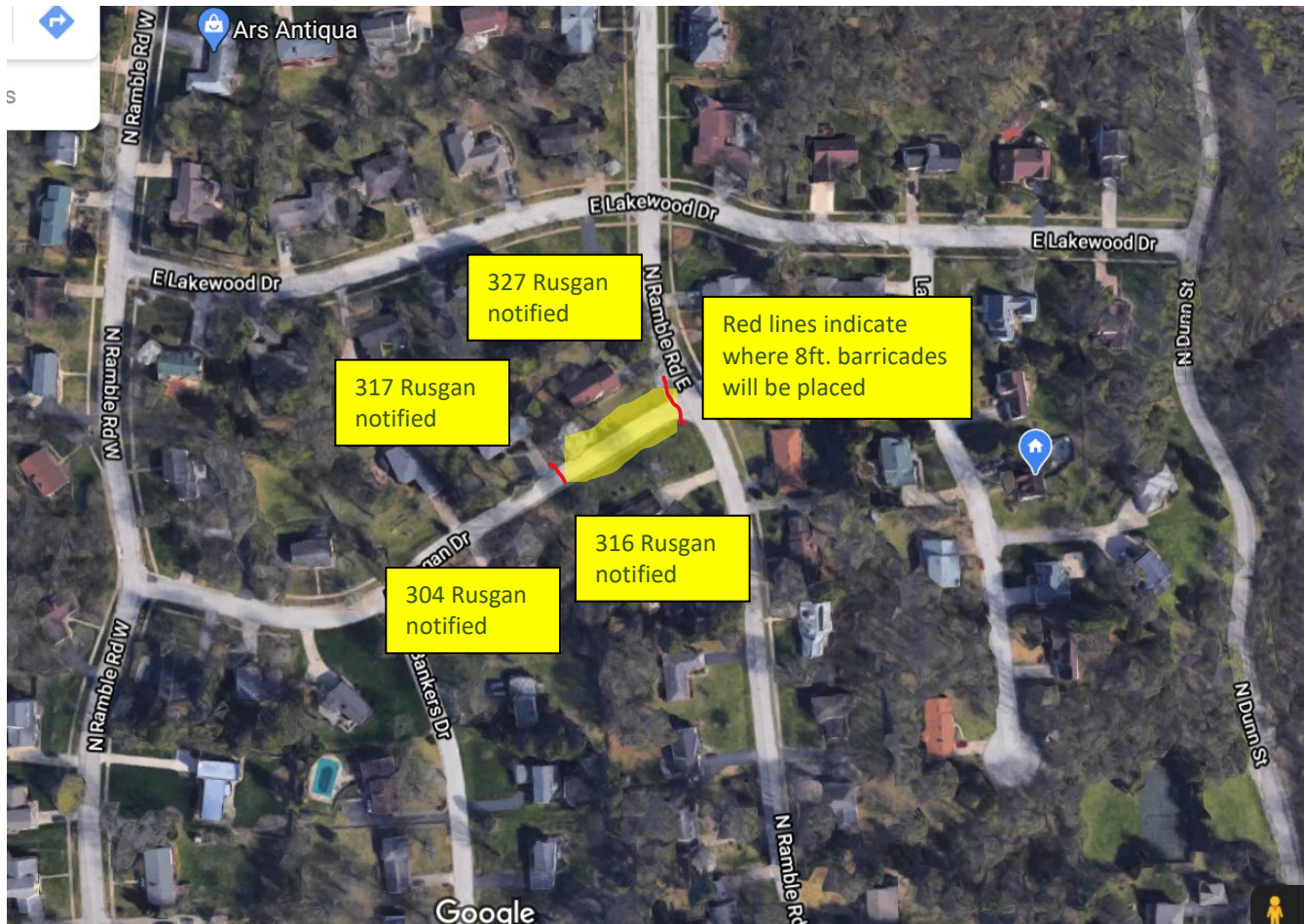
	<u>Location</u>	<u>Contact</u>	<u>Phone Number</u>
Maintenance of Traffic Plan	401 N. Morton St. Suite 130 Bloomington, IN	City of Bloomington Planning & Transportation	(812) 349-3423
Monroe County Health Department (Food Handler Permit)	119 W. 7th St. Bloomington, IN	Nicole Wagner	(812) 349-2543
Waste & Recycling Plan	401 N. Morton Street Suite 150	Lauren Travis Economic & Sustainable Development	(812) 349-3837
Bloomington Board of Public Works	401 N. Morton St. Suite 120 Bloomington, IN	April Rosenberger Dept. of Public Works OR Sean Starowitz Community Arts Director	(812) 349-3410 (812) 349-3534
Bloomington Parks and Recreation Department (Events on City of Bloomington Parks Property)	401 N. Morton St. Suite 250 Bloomington, IN	Leslie Brinson Community Events Manager	(812) 349-3700
Bloomington Fire Department (If event will have any kind of open	300 E. 4th St. Bloomington, IN	Fire Administration	(812) 332-9763
Bloomington Police Department (Parade Permit)	220 E. Third Bloomington, IN	Police Administration	(812) 339-4477
Master Rental	2022 W. 3 rd Street Bloomington, IN	Type 3 Barricades	(812) 332-0600
Indiana Traffic Services	3867 N. Commercial Parkway Greenfield, IN 46140	Type 3 Barricades	(317) 891-8065
Monroe County Emergency Management	2800 S. Kirby Road Bloomington, IN		(812)- 349-2546

Requested Street Closure – 5/25/2021 – Blue Ridge Neighborhood Association

Requesting the closure of E Rusgan Road from the corner of N Ramble Rd E to the first driveway (without blocking said driveway) as highlighted on map below. This includes approximately 185 feet of roadway.

MAINTENANCES OF TRAFFIC: Alternate routes for neighbors who might use this roadway include Lakewood Dr and Bankers Dr, and we will communicate these via Nextdoor and day-of signage on the corner of Rusgan Drive and Bankers Drive. We will use 8 ft. barricades at either end of the closure.

MAP:



NOTIFICATION TO RESIDENCES: All neighbors on both sides of roadway have been notified via email and phone by the Blue Ridge neighborhood association, including:

- Dylan Grigar and Riley Manion, 316 E Rusgan Dr (emailed and spoke to in-person);
- Michael Burton and Sue Riegsecker, 327 E Rusgan Dr (Nextdoor private message, Michael responded);
- Rick and Carrie Snapp, 317 E Rusgan Dr (called, spoke with Rick); and
- Zilia Balkansky Sellés, 304 E Rusgan Dr. (emailed)

If approved, I will email each household again with the following message:

My name is Cory Rutz, and I am a member of the Blue Ridge Neighborhood Association board. We are hosting a Food Truck night in the neighborhood on Rusgan Road on the first Tuesday of each month, through October, from 5pm to 8pm, and will close the stretch of Rusgan Road from the corner (with N Ramble Road E) to the first driveway from 4pm to 9pm. I wanted to reach out to see if you had any questions or concerns, as this would be on the road in front of a portion of your lot (it will not block your driveway).

Requested Street Closure – 5/25/2021 – Blue Ridge Neighborhood Association

This will involve closing this section of the road (no driveways would be affected) with barricades at either end, and parking 3-4 food trucks in the road where residents would be directed to purchase and pick up food as they please. We would not be encouraging residents to eat on-site, though some may opt to eat nearby. We would be encouraging masks and social distancing while purchasing and waiting for food.

Please reach out to me by email or phone at 414-331-0868 if you have any questions or concerns. Thank you!

NOISE: The event will not involve significant noise beyond small gatherings of neighbors. As neighbors are picking up food throughout the 3-4 hour period, the event is designed to avoid large gatherings at any given time.

WASTE AND RECYCLE PLAN: Food trucks that sign up for the event are asked to bring their own trash receptacle. The Blue Ridge Neighborhood Association will arrange for a trash and recycling receptacle to be onsite as well – in past events, this has been more than sufficient and the area has remained free of trash following the events.

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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/4/2021	Payroll				475,502.25
					<u>475,502.25</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 \$ 475,502.25

Dated this 8th day of June year of 2021.

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

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approve Amendment 1 to Memorandum of Understanding with the City of Bloomington Utilities Department Regarding Funding for the 7th Street Bike Lane Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 6/8/2021

Report: This project will install physically protected bicycle lanes on 7th Street from the B-Line Trail to Woodlawn Avenue as part of the City's bicentennial bond package. In coordination with the project, the City of Bloomington Utilities Department (CBU) is interested to install green infrastructure stormwater treatments. The existing MOU was approved by the Board on 10/27/2020 and outlines the commitment by CBU to pay up to \$150,000 for the portion of the project that is associated with the design and installation of this green infrastructure. This Amendment 1 maintains the same total CBU contribution, but provides the flexibility to use the full contribution toward construction costs instead of requiring a portion of the contribution to be used for design costs.



Board of Public Works Staff Report

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

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Neil Kopper, Interim Transportation and Traffic Engineer

Date: 06/09/2020

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

American Structurepoint is currently under contract to perform preliminary engineering services for this project. This addendum will add services for enhanced graphics to aid the project's public input process, which has transitioned to online platforms in response to current physical distancing recommendations. The additional services will add \$6,963 for a new contract not to exceed amount of \$344,982.

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

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

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	Current Item	06/09/2020
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	Future	2020

*Original Design Services Contract approved 12/11/2018.

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

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

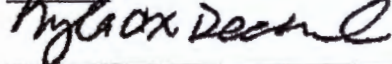
1. **See Scope of Engineering Services:** Exhibit A of the Agreement describes the tasks to be provided by American Structurepoint, Inc., during this Project. Exhibit A is hereby amended to include Item P, as shown in Attachment 1.

2. **See Exhibit B Compensation:** The City shall pay American Structurepoint, Inc., a lump sum amount not to exceed \$11,292.00 for the additional Engineering Services. Four thousand, three hundred twenty-nine dollars (\$4,329.00) of this amount will be allocated from the previously authorized Subconsultant services under the Agreement. Accordingly, the total not-to-exceed amount for the Agreement is increased by \$6,963.00, for a not-to-exceed amount for the entire project of \$344,982.00.

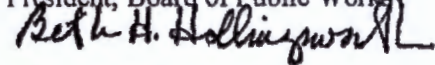
3. In all other aspects, the Agreement shall remain in effect as originally written.

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

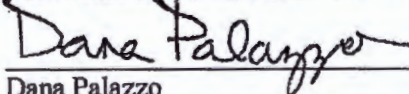
OWNER



Kyla Cox Deckard
President, Board of Public Works

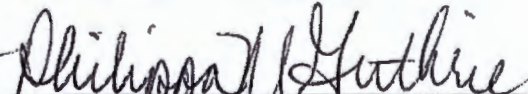


Beth H. Hollingsworth
Vice President, Board of Public Works



Dana Palazzo
Secretary, Board of Public Works

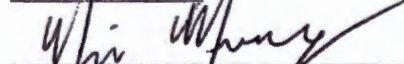
Date: 06/09/2020



Philippa M. Guthrie
Corporation Counsel

Date: 6-9-2020

CONSULTANT



Nicholas R. Murphy
Project Manager

Date: 6/15/2020

ATTACHMENT 1

P. GRAPHIC RENDERINGS

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

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

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

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

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

American Structurepoint, Inc.

By: [Signature]
Kyla Cox Deckard, President

[Signature]
Willis R. Conner
President

By: [Signature]
Beth H. Hollingsworth, Vice President

By: [Signature]
Dana Palazzo, Secretary

By: [Signature]
Phillippa M. Guthrie, Corporation Counsel

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

CITY OF BLOOMINGTON
Controller
Reviewed by: [Signature]
DATE: 12-11-18
FUND/ACCT: various

PROJECT NAME: 7th Street Protected Bike Lane Improvements

AGREEMENT FOR CONSULTING SERVICES

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

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

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

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

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

Consultant:

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

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

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

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

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

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

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

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

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

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

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

The CONSULTANT shall be responsible for performing the following activities:

A. GENERAL

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

B. PROJECT MANAGEMENT

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

C. TOPOGRAPHIC SURVEY

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

D. ROAD DESIGN AND PLAN DEVELOPMENT

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

probable construction cost, which will be in accordance with the accepted standards for such work and in accordance with the following documents in effect at the time the plans or reports are submitted: American Association of State Highway and Transportation Officials (AASHTO) *A Policy on Geometric Design of Highways and Streets*, NACTO's Urban Bikeway Design Guide, and INDOT's standard specifications, road memoranda, and design manuals, except as modified by supplemental specifications and special provisions, if any, as well as City of Bloomington. The opinion of probable cost will be prepared according to the current practices for INDOT and will include all items of work required for the complete construction of the work, including all temporary work necessary in connection therewith, but shall not include the cost of such items of work for which the Owner, through its own forces or through other party or parties, will prepare detail plans. The unit prices to be used shall be in accordance with the methods used by INDOT.

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

The CONSULTANT will work with the city during the conceptual design phase of the project to identify and evaluate key design elements and variations for each design element in order to determine the most desirable outcome for the project. This exercise will be performed for multiple design elements (travel lane widths, parking lane width and location, bus stop locations, and bike lane widths to name a few) for the entire project length. This exercise will be limited to the conceptual design phase only.
 - ii) Intersection improvements based on traffic analysis recommendations.
 - iii) Resurfacing of 7th Street for the entire project length and up to the end of the curb returns (i.e. radii) at public street approaches and alleys.

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

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

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

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

- Roadway Alignment
- Roadway Typical Section(s)

E. TRAFFIC ANALYSIS

Traffic (Turning Movement) Counts

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

Parking Review

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

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

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

Intersection Capacity Analysis & Warrants Analysis

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

TWSC/AWSC Intersection Analysis

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

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

Traffic Signal Modifications

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

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

Deliverables

The CONSULTANT will provide the following deliverables.

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

F. TRAFFIC SIGNAL MODIFICATIONS DESIGN

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

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

G. ROADWAY LIGHTING EVALUATION

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

H. UTILITY COORDINATION

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

I. RULE 5 PERMIT

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

J. MEETINGS

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

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

K. BIDDING PHASE SERVICES

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

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

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

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

M. CONSTRUCTION PHASE DESIGN SERVICES

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

N. DELIVERABLES

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

For Final Road and Traffic Plans:

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

- The Project Name
 - The CONSULTANT's company name and address
 - The date of submittal
 - The file formats used
 - An Index to all included sheet (files) indicating which file name equals which drawing name
3. One (1) set of Special Provisions for the Specifications
 4. One (1) copy of the opinion of probable construction cost

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

O. EXCLUDED SERVICES

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

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

**EXHIBIT B
COMPENSATION**

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

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

7th Street Protected Bike Lane Improvements

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

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

<u>Additives</u>	<u>% Add On</u>	<u>Select</u>	<u>Base =</u> 7.00%
Complexity			
Low	0.0		
Low/Mid	0.5		
Mid	1.0		
Mid/High	1.5	x	
High	2.0		1.50%
Cost			
>\$10,000,000	0.0		
>\$2,000,000 & <=\$10,000,000	0.5		
>\$500,000 & <=\$2,000,000	1.0	x	
<=\$500,000	1.5		1.00%
Duration			
<3 years	0.0	x	
>=3 years & <5 years	0.3		
>=5 years	0.7		0.00%
Overhead			
>190%	0.0		
>180% & <=190%	0.7		
>160% & <=180%	1.4	x	
>120% & <=160%	2.1		
<=120%	2.8		1.40%
		Calculated Total	10.90%
Minimum Possible Rate 7.0%			
Maximum Possible Rate 14.0%			

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Project Management

05-Dec-18

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

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

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

7th Street Bike Lane
 Bloomington, Indiana

November 27, 2018

DESCRIPTION: Field Survey

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

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

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

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

06-Dec-18

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

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

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

06-Dec-18

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

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

**AMERICAN STRUCTUREPOINT, INC.
MANHOOR JUSTIFICATION**

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

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

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

**AMERICAN STRUCTUREPOINT, INC.
MANHOUR JUSTIFICATION**

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

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

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

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Utility Coordination

05-Dec-18

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

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

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Rule 5 Permit

05-Dec-18

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

	Unit Cost	Quantity	Cost
IDEM Permit Fee	\$100.000	1	\$100.00
Shipping	LSUM	1	\$50.00
Meals	\$26.00	0	\$0.00
Advertisement	\$200.00	0	\$0.00
Blueprints	\$1.50	0	\$0.00
Copies	\$0.10	0	\$0.00
Mylars	\$3.50	0	\$0.00
		TOTAL =	\$150.00

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane

Description: Meetings

05-Dec-18

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

Total # of Meetings = 7

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

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane
 Description: Bidding Phase Services

05-Dec-18

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

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

AMERICAN STRUCTUREPOINT, INC.

Road Design - Manhour Justification

Project: 7th Street Protected Bike Lane
 Description: Construction Phase Design Services

05-Dec-18

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

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

	Staff Role	Shipp PIC	Onta PM	Coleman Deputy PM	Ray Urban Designer	Kurtis/Sharrow Designer	Humphrey Design QC	TOTAL HOURS	TOTAL BUDGET
Max direct rate through 2020		59.43	\$62.31	\$37.01	\$51.60	\$32.42	\$54.02		
Current Overhead 157.40		93.54	98.08	58.25	81.22	51.03	85.03		
Burdened rate		152.97	160.39	95.26	132.82	83.45	139.05		
Fee/Profit 11.60		17.74	18.60	11.05	15.41	9.68	16.13		
Billing Rate		170.72	178.99	106.31	148.23	93.13	155.18		
TASK 1 - Project Kick-off and Management		0	10	0	0	0	0	10	\$ 1,790
1.1 Kick-off Meeting			4					4	\$ 716
1.2 Progress Reports & Invoicing			6					6	\$ 1,074
TASK 2 - Conceptual Design		2	16	56	2	92	20	188	\$ 21,127
2.1 Design Memo			2	14			4	20	\$ 2,467
2.2 Obtain survey and layout sheets				4		12		16	\$ 1,543
2.3 Conceptual layout			6	32	2	80	12	132	\$ 14,085
2.4 QA/QC concept		2	4				4	10	\$ 1,678
2.5 Project coordination call (2)			4	6				10	\$ 1,354
TASK 3 - Outreach and Community Engagement		1	18	28	0	24	0	71	\$ 8,604
3.1 Prepare graphics (3)		1	2	4		24		31	\$ 3,189
3.2 Prepare/participate in public meeting (1)			16	24				40	\$ 5,415
TASK 4 - QA/QC Assistance		0	6	18	0	0	4	28	\$ 3,608
4.1 Project coordination call (1)			2	2				4	\$ 571
4.2 Review design submittals (2)			4	16			4	24	\$ 3,038
DIRECT EXPENSES (mailing, printing, travel)									\$ 1,140
TOTAL LABOR		3	50	102	2	116	24	297	\$ 35,128
TOTAL BUDGET		\$512	\$8,950	\$10,844	\$786	\$10,808	\$3,722		\$ 36,269

**INDOT Consultant Contracts
Profit Calculation Worksheet
Toole Design**

12/13/10

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

Minimum Possible Rate 7.0%
Maximum Possible Rate 14.0%

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

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

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

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

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

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

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

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

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

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

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

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

OWNER

Kyla Cox Deckard

Kyla Cox Deckard
President, Board of Public Works

Beth H. Hollingsworth
Vice President, Board of Public Works

Dana Palazzo

Dana Palazzo
Secretary, Board of Public Works

Date: 10/27/2020

Philippa M. Guthrie
Corporation Counsel

Date: _____

CONSULTANT

DocuSigned by:

Nicholas R. Murphy

Nicholas R. Murphy
Project Manager

Date: 9/9/2020

**FIRST AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BLOOMINGTON UTILITIES
AND THE CITY OF BLOOMINGTON ENGINEERING DEPARTMENT (formerly a
division of Planning and Transportation)
FOR PAYMENT OF CONSULTANT FEES RELATED TO THE
7th St. Bike Lane Improvements Green Infrastructure**

WHEREAS, the City of Bloomington Engineering Department (“Engineering”), formerly a division of the Planning and Transportation Department, which acts by and through the City’s Board of Public Works (“BPW”), and, the City of Bloomington Utilities Department (“CBU”) which acts by and through its Utilities Service Board (“USB”), collectively referred to as (“the Parties”) entered into a Memorandum of Understanding (“MOU”) on or about the 26th day of October, 2020; and,

WHEREAS, the MOU provided in part that CBU would contribute a financial contribution to the rain garden design and construction along the 7th St. Bike Lane in an amount not to exceed \$150,000.00 with design being \$9,970.00 and construction being \$140,030.00; and

WHEREAS, the Parties would like to keep the original not to exceed amount at \$150,000.00 but eliminate the design category and devote all of CBU’s financial contribution to the construction of the rain garden.

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

1. That paragraph number one of the MOU shall be deleted in its entirety and amended in its entirety to now read as follows:

Green Infrastructure Rain Garden Design and Construction: Engineering shall be responsible for 100% of the costs associated with the design of the green infrastructure outlined in the Addendum #2 of the attached agreement. CBU shall be responsible for 100% of the costs associated with the construction of the Project’s green infrastructure in an amount not to exceed \$150,000.00. Engineering shall be responsible for the rest and remainder of the costs associated with the construction of the Project’s green infrastructure that exceeds \$150,000.00.

2. The rest and remainder of the MOU not otherwise amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the *Memorandum of Understanding* which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Jean Capler, Date
President

Dana Palazzo, Date
President

Attest:

Beth H. Hollingsworth, Date
Vice President

Latreana Harrington, Date
Secretary to the Board

Kyla Cox Deckard, Date
Secretary



Board of Public Works Staff Report

Project/Event: Approval of Preliminary Engineering Contract with Shrewsberry & Associated, LLC

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 6/8/2021

Report: This project is the first step for the City of Bloomington towards the redevelopment of the IU Health Bloomington Hospital site. The project limits of the BHRU Phase 1 East project are bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west. Project objectives include site demolition, utility coordination, transportation and public facilities, and property platting as outlined in the City's BHRU Master Plan. Shrewsberry was selected to design this project from a competitive RFI process in which their response received the highest score out of six responses.

The contract is for an amount not to exceed One Million, Forty-Eight Thousand, Eight Hundred Eighty Dollars (\$1,048,880.00).

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Pending – RDC Approval	6/7/2021
Design Services Contract	Current Item	6/8/2021
ROW Services Contract	Current Item	6/8/2021
Public Need Resolution	N/A	--
Construction Inspection Contract	Future	Dec. 2021
Construction Contract	Future	Jan. 2022

City of Bloomington Contract and Purchase Justification Form

Vendor: Shrewsberry & Associates, LLC

Contract Amount: \$1,048,880.00

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

<input type="checkbox"/> Request for Quote (RFQ)	<input checked="" type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (ITB)	<input type="checkbox"/> Request for Qualifications (RFQu)	<input type="checkbox"/> Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested.

	Yes	No	
# of Submittals: 6			Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The design firm was selected based upon the most qualified for the job not cost. It is standard practice for contracts of this type that cost is not considered in selection. Typically the most qualified firm will design the most cost effective project for the City.
Was an evaluation team used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Was scoring grid used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

3. State why this vendor was selected to receive the award and contract:

Shrewsberry was selected to design this project from a competitive RFI process in which their response received the highest score out of six responses.

Patrick Dierkes

Print/Type Name

Project Engineer

Print/Type Title

Engineering

Department

PROJECT NAME: Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering – Phase 1 East

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 8th day of June, 2021, by and between the City of Bloomington Engineering Department through the Board of Public Works (hereinafter referred to as "Board"), and Shrewsberry and Associates, LLC (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to take the first step toward the redevelopment of the IU Health Bloomington Hospital site; and

WHEREAS, the project limits of the BHRU Phase 1 East are bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the East, and Rogers Street to the west; and,

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including the preparation of civil site designs and landscape architecture, 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 professional engineering design services for the demolition of existing buildings and related facilities, along with the platting of a new commercial subdivision including the construction of new roadway and utility improvements in the BHRU Phase 1 East project limits noted above. These design services shall include the preparation of subdivision plats, plans, specifications and estimates for work on street pavements, markings, curb ramps, cross walks, sanitary sewers, water mains, storm sewer systems and detention facilities, landscape architecture and other incidental construction that is found necessary to complete the development of the proposed subdivision. 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 Engineering 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, Engineering Department (“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 **One Million, Forty-Eight Thousand, Eight Hundred Eighty Dollars (\$1,048,880.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

Article 5. Appropriation of Funds: Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Board are at any time not forthcoming or are insufficient, through failure of any entity, including the Board itself, to

appropriate funds or otherwise, then the Board shall have the right to terminate this Agreement without penalty as set forth in Article 7 herein.

Article 6. Schedule: Consultant shall perform the Services according to the schedule set forth in Exhibit C, 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
Engineering Dept.
Attn: Patrick Dierkes
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

Consultant:

Shrewsberry and Associates, LLC
Attn: D. Blake Wilson
7321 Shadeland Station, Suite 160
Indianapolis, Indiana 46256

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

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

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

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: _____
Dana Palazzo, President

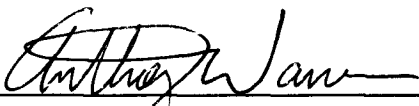
By: _____
Beth H. Hollingsworth, Vice President

By: _____
Kyla Cox Deckard, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

Consultant

Shrewsberry and Associates, LLC



Anthony Warren
President / CEO

EXHIBIT A
SCOPE OF WORK AND FEE ESTIMATE

See the attached Scope of Services document

June 3, 2021

Mr. Andrew Cibor
City Engineer
City of Bloomington, IN

Shrewsberry is pleased to present the following scope of services for the design of the Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering – Phase 1 East project for the City of Bloomington (Client). We are excited about the opportunity to work with the City of Bloomington on this transformational redevelopment project.

BHRU Phase I – East - Scope of Services

Project Administration

Shrewsberry shall provide coordination of subconsultants, project status updates to the Client and boards and committees as appropriate, subdivision and platting submittal coordination, and outreach to the public to give updates on the projects. Additionally, Shrewsberry shall attend project coordination meetings (virtually) every other week from the initial kickoff meeting through completion of bidding. Shrewsberry will prepare and distribute agendas prior to meetings so all interested parties in the Client's organization can prepare accordingly.

Survey and Platting

Topographic survey, boundary survey, and platting of the BHRU Phase 1 East project site.

- A. Establish horizontal control points and temporary benchmarks for use throughout the project.
 - a. Use NAVD 1988 datum unless use of NGVD 1929 is somehow otherwise warranted for this project.
 - b. Use Indiana State Plane coordinates or another recognized local coordinate system.
- B. Full boundary retracement survey of subject properties as needed to establish the plat boundary.
- C. Full topographic survey with existing surface model and points included.
 - a. Topo from R/W line to R/W line for the following public roadways:
 - i. 2nd Street from the B-Line to Rogers St.
 - ii. Morton Street and the B-Line from 1st St. to 2nd St.
 - iii. Rogers St. from 1st St. to 2nd St.
 - b. Topo from north R/W line to the pavement centerline for 1st St. from the B-Line to Rogers St.
 - c. Topo for the interior of the project site as indicated in Exhibit A
 - d. Locate southern curb line of 2nd Street from Rogers Street to the existing hospital parking garage that is to remain.
 - e. Locate the north face of the existing hospital parking garage that is to remain.
 - f. All sanitary sewers on the subject properties and adjacent R/W plus on manhole upstream and downstream.
 - i. Include manhole material (conc., masonry, brick, etc.)

- ii. Include pipe sizes and materials (VCP, PVC, etc.)
 - iii. Include elevations for top of casting, pipe inverts, sump, etc.
 - g. All storm sewers on the subject properties and adjacent R/W plus on structure upstream and downstream.
 - i. Include manhole/structure material
 - ii. Include pipe sizes and materials
 - iii. Include elevations for top of casting, pipe inverts, sump, etc.
 - iv. Include lid type (solid, grate, beehive, etc.)
 - h. All visible and overhead utilities on the subject properties and the adjacent R/W.
 - i. All underground utilities as marked in the field.
- D. Assist with easement and/or alley vacations: prepare descriptions and exhibits for vacation request.
- E. Prepare Primary Plat with coordination from the project team.
 - a. Assist with the preparation of the application and related documentation.
 - b. Attend pre-application meeting.
 - c. Attend Development Review Committee meeting.
 - d. Attend public hearing.
- F. Prepare Secondary Plat
 - a. Attend plat committee meeting and make any revisions as required
- G. Set all new property corner monuments as required.

Environmental Services

Completion of Phase I and Phase II Environmental Site Assessments for properties identified on the BHRU Phase I-East project site.

It is assumed that access for building inspections can be provided so that this task can be completed during one scheduled time period - meaning no intermittent breaks between building access and that access for Phase I and Phase II ESAs can be provided so that those tasks can be completed during one scheduled time period. It is assumed the proposed boring locations are accessible with a track-mounted drill rig. It is also assumed that schedule and scope will not be impacted by subsurface conditions, physical obstructions, or items harmful to the field crew or environment that was not evident prior to conducting field activities.

Deliverables are one (1) Phase I report inclusive of all properties, one (1) Phase II report inclusive of all properties, and soil boring reports for eight (8) boring locations.

Phase I Environmental Site Assessments

- A. Up to 3 Phase I Environmental Site Assessments for the properties identified below, consistent with the ASTM International (ASTM) Standard E 1527-13 and the “*Standards and Practices for All Appropriate Inquiry*” 40 CFR 312 (AAI rule). The purpose of this project is to identify *recognized environmental conditions*, as defined by ASTM.
No sampling will be conducted as part of this assessment. Furthermore, a discussion of non-ASTM issues (asbestos, mold, lead based paint, wetlands, cultural resources, etc.) is not included

- B. Review of previous environmental information and provide recommendations on parcel 413 for mitigation, materials management or further assessment if warranted.

Phase II Environmental Site Assessments

- A. Up to 3 Phase II Environmental Site Assessments for properties within the project footprint not currently owned and evaluated consistent with ASTM E1903 standard and applicable IDEM RCG guidance.
- B. The site assessments will involve collection of soil and/or groundwater samples for comparison to IDEM RCG default screening levels. The data collected will be used to develop potential mitigation measures for subsurface environmental impairment.

Phase I and Phase II ESAs to be performed at the below addresses and as shown in Exhibit B:

1. 400 W. 1st/635 Rogers;
2. 605 S. Madison
3. 314 W. 1st Street

Building Materials Assessments

The following Assessments will be provided for the following on-site buildings shown on Exhibit A:

Building Assessments

- A. Building Material Assessments
- B. Asbestos surveys
- C. Lead-based paint surveys
- D. Complete a survey of other potentially hazardous or regulated materials associated with the buildings.
- E. Prepare Environmental Specifications to be incorporated into the building demolition specifications based on findings.

Building Locations

1. 321 W. 2nd Street
2. 635 S. Rogers Street
3. 301, 303, 311, and 313 W. 2nd Street
4. 409/407 W. 2nd Street
5. 605 S. Madison Street
6. 640 S. Morton Street, and
7. 408 W 1st Street

Demolition Recommendations

The August Mack Phase II Environmental Site Assessment, previously conducted by IU Health for several properties on the Project Site, will be reviewed. Any existing potential contaminants and/or underground storage tanks that may require remediation and/or removal will be incorporated into the Demolition Bid Package.

Public Outreach

Up to two (2) Public Outreach events will be coordinated to update interested parties on the progress of the BHRU Phase 1-East Project. The event dates and locations are yet to be determined, although Mid-October and Mid-January have been preliminarily identified. The events could be either virtual or in-person, which will be determined closer to the actual event dates. Notifications and invitations will be coordinated with the Client to reach maximum participation. All materials for display and/or distribution will be submitted to the Client one week prior to each event for comment and approval.

Project Package 1 Site Demolition and Pavement Removal

Shrewsberry shall review the topographic and property surveys and develop demolition plans for the structures and pavement on all property controlled by the City of Bloomington within the BHRU Phase 1 East boundaries, along with grading to prepare the site for the construction of infrastructure, roadway, and greenway improvements. Shrewsberry will begin utility coordination to determine retirement and relocation of existing utilities on the site. The demolition design will consider and implement sustainable practices and material reuse where applicable. It is anticipated that the Site Demolition and Pavement Removal will be bid as an early package separate from the remaining improvements. Shrewsberry will coordinate necessary public outreach and notifications, and submit for all necessary permits for this early package.

It is anticipated that City review submittals will occur at 75% and 100%

Section 1 Construction Documents

Shrewsberry anticipates the following sheets in our plan set:

- A. Cover sheet
- B. Clearing and Demolition Plans
- C. Maintenance of Traffic Plans for temporary lane closures as needed for demolition and restoration work.
- D. Sediment & Erosion Control Plans
- E. Sediment & Erosion Control Details
- F. SWPPP Information Sheet
- G. Site Restoration Plans
- H. Miscellaneous Construction Details.

Shrewsberry will create a Project Manual containing the following:

- A. Contract / "Front End" sections
- B. Technical Specifications (utilizing Master Spec)

Section 2 Utility Coordination

Shrewsberry will initiate the Utility Coordination process during this phase of the project, and shall provide the following services:

- A. Send copies of the topographic survey drawings to each utility and request that they verify their facilities are shown accurately and properly.

- B. Make corrections and/or updates to the topographic survey data as needed.
- C. Send copies of the demolition drawings to each public utility to initiate the process of retiring and/or abandoning respective service connections, as well as abandonment of mains.
- D. Initiate the relocation of utilities to serve the proposed subdivision.

Section 3 Permitting and Approvals

Shrewsberry shall follow the Demolition Delay Permit section of the Bloomington UDO and provide the following services:

- A. Request and attend a Pre-Submittal meeting.
- B. Submit for and attend a Development Review Committee (DRC) meeting.
- C. Submittal of Petition for review.
- D. Attend review meetings and/or public hearing to represent the project.
- E. Address review comments on the construction documents.
- F. Submit a SWPPP for local review. This item also includes running the required legal advertisement.
- G. Prepare a draft Notice of Intent (NOI). Submit to Client for review and signature.
- H. File the NOI with IDEM through their web portal.

Section 4 Bid Phase Services

Shrewsberry will provide the following services:

- A. Coordinate the running of the Advertisement for Bids in the appropriate print and online venues.
- B. Coordinate a Pre-Bid Meeting. This item includes recording attendance and taking meeting minutes for inclusion in addenda.
- C. Taking questions from bidders and issuing addenda as needed.
- D. Attending the bid opening. This item includes reviewing the Contractor's bids for completeness, preparing a Bid Tabulation, and providing a written Recommendation of Award letter.

Section 5 Contract and Construction Phase Services

Shrewsberry will provide limited construction administration for the specific elements identified herein. Additional inspection and related services can be provided under a supplemental agreement.

Shrewsberry will provide the following services:

- A. Coordinate a Pre-Construction conference meeting with the contractor. This item includes recording attendance and taking meeting minutes.
- B. Attend up to five (5) Site Visits as needed to answer contractor questions or address unforeseen site conditions.
- C. Attend regularly scheduled construction progress meetings (virtual attendance via video conferencing).
- D. Review and approve contractor pay applications, RFIs, and Change Order requests.
- E. Review product submittals and shop drawings.
- F. Attend a site visit for substantial completion request. This item includes preparing a punch list for the contractor and verifying completion of items noted therein.

Project Package 2 Subdivision Design

Shrewsberry will design the project area, bounded by 2nd Street to the north, 1st Street to the south, the B-Line Trail to the east, and Rogers Street to the west. The final design will create development-ready lots, upgrade and create new roadways, and implement a new greenway and pedestrian street. The final design will also determine the utility service capacities required for proposed and future development, and design stormwater retention within the greenway to serve portions of the Phase 1-East site as well as future development outside of the project limits. Shrewsberry will utilize the Master Plan as a starting point and reference for the final design, but also present new ideas to improve upon the Master Plan. Shrewsberry will present up to two (2) concepts of the Subdivision layout to the Client for consideration and approval.

Upon approval of the conceptual design, Shrewsberry will begin development of the design. This step in the design process will be a two-stage process: Preliminary Design and Final Design. During the Preliminary Design phase, the construction plans will be developed to approximately 30%. The Preliminary plans will then be submitted to the Client for review and comment. Upon receipt of review comments, Shrewsberry will then develop plans to approximately 95% completion for the Final Design stage. The Final Design documents will then be submitted to the Client for review and comment. Shrewsberry will then make any necessary corrections or additions to the Final Design.

Shrewsberry will also submit a less formal review set at approximately 60% design development for review and comment by the Client. It is anticipated that design will continue during the Client's review to meet the proposed schedule.

Section 1 Lot Grading and Stormwater Detention

Shrewsberry shall prepare grading of the overall subdivision site and design of the stormwater system including all inlets, pipe networks, and BMPs. The stormwater design shall utilize sustainable practices and Low Impact Development (LID) elements where practical utilizing the proposed Greenway area as outlined in the Master Plan. Shrewsberry shall also provide design and permitting of erosion and sediment control during construction as well as the permanent, post-construction stormwater quality BMPs.

For the stormwater design, Shrewsberry will take into account the future areas of development identified in the Master Plan that will drain to the proposed stormwater detention area in the proposed greenway. Due to grading, it is anticipated that the stormwater on the eastern half of the Phase 1-East project site will not be captured by the proposed stormwater detention in the greenway. Shrewsberry will evaluate other sustainable and low-impact measures for these areas and recommend if additional measures can be implemented as a part of this project or if they should be a part of the future development of the lots.

Section 2 Roadway Improvement Design

Roadway design for Phase 1-East includes street improvements on Morton Street between 1st and 2nd Streets, on Rogers Street between the new Greenway Street and 2nd Street, and 2nd Street between the B-Line and Rogers Street. It also includes the design of the new Madison Street between 1st and 2nd Street, and a new Greenway shared street (pedestrian, bicycle, and cars) between the B-Line and Rogers Street.

Proposed roadway sections and typology will be based on the Street Network portion of the Master Plan. Comprehensive Maintenance of Traffic planning in coordination with the City and adjacent areas and neighborhoods is also included.

Shrewsberry will design 2nd Street between the B-Line and Rogers Street to 30% completion. The remainder of the design and the construction of 2nd street will be in a future project.

Shrewsberry will provide the following services:

- A. Prepare typical roadway cross-sections for the improvements to the following public streets:
 - a. 2nd Street
 - b. Rogers Street
 - c. Madison Street
 - d. Morton Street / B-Line
 - e. Greenway Street
- B. Establish / Re-establish the horizontal centerline alignments for each roadway.
- C. Establish / Re-establish the vertical profile grades for each roadway.
- D. Cut roadway cross-sections at 50' intervals for each roadway, plus additional sections at intersections and drives.
- E. Establish the necessary right-of-way widths for each roadway and coordinate the inclusion of new right-of-way on the subdivision plat.
- F. Design inlet spacing in coordination with overall stormwater plan.
- G. Design intersection details
- H. Coordinate with the 1st Street reconstruction project
- I. Prepare Maintenance of Traffic plans for each roadway. Below is the anticipated MOT design, but is subject to change.
 - a. 2nd Street – minimal construction anticipated.
 - b. Rogers Street – road closure from 1st to 2nd Streets. Local detour to be designed.
 - c. Madison Street – construction activities contained within the project site. Temporary lane closures for vehicles and pedestrian detours to be designed at the intersection with 1st and 2nd Streets.
 - d. Morton Street / B-Line – road closure of Morton Street from 1st to 2nd Streets. Local detour to be designed.
 - e. Greenway Street – construction activities contained within the project site. Temporary lane closures for vehicles and pedestrian detours to be designed.
 - f.

Section 3 Sanitary Sewer, Water Main Design, and Utility Coordination

Shrewsberry shall provide assessments of existing utility systems, design and sizing of public utilities, and coordination with private utilities and Bloomington ITS for removal or relocation as necessary. All utilities will be analyzed and sized for the purpose creating development-ready lots, using the densities and type of development identified in the Master Plan.

It is anticipated that Shrewsberry will participate in up to two (2) meetings with City of Bloomington Utilities for coordination purposes.

Shrewsberry will provide the following services:

- A. Review utility records along with survey data to understand the existing sanitary sewer and water main systems.
- B. Identify all existing service connections that are to be retired or relocated as part of the demolition phase of the project.
- C. Identify all existing public mains that are to be retired or relocated as part of the project.
- D. Develop proposed service connection points for all lots within the proposed subdivision.
- E. Prepare preliminary layouts for new sanitary sewer and water mains to serve the proposed subdivision.
- F. Identify easement needs for the proposed water and sanitary sewer facility and coordinate the inclusion of said easements on the subdivision plat.
- G. Prepare proposed sanitary sewer flow calculations based on the land use and occupancy densities listed in the Master Plan.
- H. Prepare plan & profile sheets for all proposed sanitary sewer and water mains.
- I. Prepare typical construction detail sheets based on the City of Bloomington standards and typical details.
- J. Prepare technical specification sections as needed for inclusion in the Project Manual.
- K. Coordinate with utilities including power, natural gas, communications, and Bloomington ITS for removal or relocation.

Section 4 Permitting and Approvals

Subsection A Stormwater Drainage

Shrewsberry will provide the following services:

- A. Prepare and submit a Preliminary Storm Water Drainage Report, proposed subdivision plat and associated plans to the City and/or Utility for review and comment.
- B. Address any comments from the preliminary review.
- C. Prepare and submit a Final Storm Water Drainage Report, plat, and associated plans to the City and/or Utility for review and comment.
- D. Prepare a Storm Water Pollution Prevention Plan (SWPPP) and submit to the City (or other agency having jurisdiction) for review and comment.
- E. Address any comments from the SWPPP review as needed until approved.
- F. Prepare Notice of Intent (NOI). Coordinate signature by authorized agent.
- G. Run the required legal advertisement and request Proof of Publication.
- H. Submit the NOI to IDEM through their web portal.

Subsection B Roadway Design

Shrewsberry will provide the following services:

- A. Submit the preliminary plans and specifications to the City for review and comment.

- B. Address any comments from the preliminary plan review.
- C. Resubmit final plans and specifications to the City.
- D. Address any review comments as needed.
- E. Attend Board of Public Works meeting (or other agencies/boards having jurisdiction) to represent the project for plan approval.

Subsection C Sanitary Sewer and Water Main Design

Shrewsberry will provide the following services:

- A. Prepare IDEM Sanitary Sewer Construction Permit application.
- B. Research adjoining property owners as required for the IDEM permit submission.
- C. Submit the preliminary plans and specifications to the City for review and comment.
- D. Address any comments from the preliminary plan review.
- E. Resubmit final plans and specifications for local plan approval.
- F. Upon local approval and receipt of the Capacity Certification Letter, submit the sanitary sewer package to the Indiana Department of Environmental Management.
- G. Upon local approval of the plans and specifications, submit the Notice of Intent to Construct a Water Main Extension.
- H. Address review comments as needed for permit/approval procurement.

Section 5 Bid Phase Services

Shrewsberry will provide the below services: It is assumed the Client will coordinate bidding through their website, coordinate the bid opening and prepare bid tabs and award letters.

- A. Assist the Client as needed for the running of the Advertisement for Bids in the appropriate print and online venues.
- B. Coordinate a Pre-Bid Meeting. This item includes recording attendance and taking meeting minutes for inclusion in addenda.
- C. Taking questions for bidders and issuing addenda as needed.
- D. Attend the bid opening and assist the Client in reviewing the Contractor's bids.

Section 6 Contract and Construction Phase Services

Shrewsberry will provide limited construction administration for the specific elements identified herein. It is assumed the Client will review and approve contractor pay applications, RFI's, and Change Order Requests. It is also assumed the Client will prepare a punch-list for the contractor and verify the completion of the items noted therein. Additional inspection and related services can be provided under a supplemental agreement.

Shrewsberry will provide the following services:

- A. Coordinate a Pre-Construction conference meeting with the contractor. This item includes recording attendance and taking meeting minutes.
- B. Attend up to six (6) site Visits as needed to answer contractor questions or address unforeseen site conditions.

- C. Attend regularly scheduled construction progress meetings (virtual attendance via video conferencing).
- D. Assist the Client in reviewing contractor pay applications, RFIs, and Change Order requests if required.
- E. Review product submittals and shop drawings.
- F. Attend a site visit for substantial completion request. Assist the Client in preparing a punch list for the contractor and verifying completion of items noted therein if required.

Project Package 3 Centerstone Parking Reconfiguration

Shrewsberry will coordinate and design the parking replacement reconfiguration for Centerstone based on proposed property negotiations and possible land swap opportunities.

Section 1 Conceptual Site Design

Conceptual design plans identify the layout and materials to be used on the project. This step of the design process will include the following:

- A. Research the Bloomington UDO to develop the local design requirements such as maximum parking count, required bicycle parking, setback, landscaping and greenspace, etc.
- B. Develop two (2) layouts for the proposed parking.
 - a. Layout 1 assumes Madison Street runs due north and south in line with the existing Madison Street alignment north of 2nd St.
 - b. Layout 2 assumes Madison Street will curve and connect to 1st Street at (or near) the intersection of the existing alley.
- C. Meet with the City and/or Centerstone for conceptual design approval.
- D. Establish the lot boundaries for the Centerstone parcel in the proposed plat.

Section 2 Site Design Engineering

Upon approval of the conceptual design, Shrewsberry will begin development of the design. This step in the design process will be a two-stage process: Preliminary Design and Final Design. During the Preliminary Design phase, the construction plans for this parking lot will be developed to approximately 30%. The Preliminary plans will then be submitted to the Client for review and comment. Upon receipt of review comments, Shrewsberry will then develop plans to approximately 95% completion for the Final Design stage. The Final Design documents will then be submitted to the Client and Centerstone for review and comment. Shrewsberry will then make any necessary corrections or additions to the Final Design.

Shrewsberry will also submit a less formal review set at approximately 60% design development for review and comment by the Client. It is anticipated that design will continue during the Client's review to meet the proposed schedule.

The plan set is anticipated to include the following sheets:

- A. Site Plan
- B. Grading Plan
- C. Erosion & Sediment Control Plan
- D. Landscaping Plan with Planting Schedule
- E. Landscaping Details

Assumptions and Clarifications:

- A. Storm water detention for the Centerstone parking will be provided in the detention facilities for the proposed subdivision.
- B. The post-construction stormwater quality BMPs provided for the proposed subdivision will count as part of the treatment train for the Centerstone parking reconfiguration.

Section 3 Permitting and Approvals

Shrewsberry shall follow the Major Site Plan Review Process as specified in the Bloomington UDO and provide the following services:

- A. Request and attend a Pre-Submittal meeting.
- B. Submit for and attend a Development Review Committee (DRC) meeting.
- C. Coordinate and hold a Neighborhood Meeting, if needed. This item includes preparing and sending out written notices, recording attendance, and taking meeting minutes.
- D. Submittal of Petition for Site Plan review.
- E. Attend review meetings and/or public hearing to represent the project.
- F. Address review comments on the construction documents.

Section 4 Bid Phase Services

This Project Package will be bid together with the Subdivision Package. No additional Bid Phase Services are included for this portion of the project.

Section 5 Contract and Construction Phase Services

This Project Package will be bid together with the Subdivision Package. No additional Bid Phase Services are included for this portion of the project.

Project Package 4 Greenway Street (combined Shared Street and Greenway/Linear Park space) and B-Line Crossing at 2nd Street

As identified in the Master Plan, Greenway Street will serve as the primary public space of the Phase 1 East project and serve as the initial 2-block long phase of a future 4-block long east/west linear park that runs through the center of the development. Specific design intent, features, and elements include:

- A public space that combines a shared street and linear park (or greenway) bringing access into the middle of the site and connecting the B-Line into the project site, while creating a series of human scaled outdoor spaces.
- In addition to acting as space for new public amenities, the street and greenway will provide an important stormwater management function.
- The new, slow traffic, shared street will be a curbsless environment with shared travel lanes and on street parking and be designed primarily with the interests of pedestrians and cyclists in mind and as a social space where people can meet and children can safely play.
- Active ground floor uses in the adjacent development will be located along the Greenway with a primary focus on community. Residential lobbies and, in some instances, residential units will be located along this corridor further activating and adding eyes on the street.
- Greenway Street will accommodate smaller, interconnected programmable spaces including a wetland gardens, tree grove, lawn panel, community pavilion and plaza, an interactive fountain, traffic-calmed tabled intersections, and the B-Line Plaza.
- Materials recommendations include permeable pavers with limited use of stabilized stone paving, native hardwood structures, limestone walls and benches, movable tables and chairs, smart litter receptacles, contemporary materials, pedestrian-scaled light fixtures, and native trees (including street, specimen canopy, and ornamental), perennial, and shrub plantings.
 - Final design materials, standards, and guidelines, updated from those shown in the Master Plan and actually used within this project, will be provided as a stand-alone packet.

The Master Plan identifies a preliminary construction budget for the Phase 1 East Greenway Street of range of \$5,265,000 to \$5,820,000. The proposed services and fees are based on this budget range and the scope of design identified in the Master Plan. Upon completion of the Schematic Design phase, we understand the final design components and features will be determined based on the preliminary construction cost opinion and the project construction budget. Design services for features or components beyond the project construction budget, will be considered additional services.

The design of the B-Line Crossing of 2nd Street will include up to Schematic Design (30%) only. The design services for the Greenway will include those for electrical engineering (The Engineering Collaborative), interactive water feature (Delta Fountains), and irrigation (Hines).

Section 1 Schematic Design (30%)

- A. Utilize the master plan concepts to develop the Schematic Design documents for the project that will develop the overall site layout, define the form and character of the site design and features, and illustrate the scale and relationship of the project components and connections to adjacent and proposed buildings and site development.
- B. Refinement of the conceptual plan layout and design components, confirmation of the site's horizontal and vertical geometries based on the topographic survey, review and evaluation of preliminary material and furnishings, and identification and confirmation of programmatic and infrastructure needs (power, lighting, etc.). Information and feedback collected during coordination with the City will be integrated into the schematic design.

Section 2 Design Development (60%):

Upon approval of the Schematic Design documents, Design Development will be prepared to include preliminary layout, grading, detailing of site amenities, structures, and materials, electric/lighting, landscape plans and details.

Section 3 Construction Documents (95% Design & Final Plans):

Upon approval of the Design Development documents, prepare a final construction document package will be prepared that will include construction drawings and specifications. The construction drawings will include layout, grading, detailing of site amenities, structures, and materials, electric/lighting, landscape plans and details. Technical specifications for the Greenway components will also be prepared. It is anticipated that no more than two (2) bid alternates will be included in the final Construction Documents.

Upon approval of the 95% set of construction documents, the final plans, details, technical specifications, and estimates required for bidding will be prepared.

Section 4 Bid Phase Services

This Project Package will be bid together with the Subdivision Package.

Section 5 Construction Administration:

Once a construction contract has been awarded, limited construction administration services will be provided for specialty Greenway items on an as-needed basis. Attendance at the pre-construction meeting is included. During construction, we will attend construction progress meetings and conduct site visits as requested, which is anticipated not to exceed a total of ten (10) combined progress meetings/site visits. Site visits will include observation of construction activities and preparation of a brief report to be submitted. We will review shop drawings, submittals, and respond to RFI's / ASI's for items under our direct design responsibility. We will participate in a final walkthrough inspection and prepare a substantial completion punch list.

Geotechnical Study (Allowance):

If required, a geotechnical investigation for the purpose of determining soil characteristics for pavement and foundation design and stormwater infiltration, to determine approximate depth of rock, and to identify potential problems with in-situ. We anticipate the geotechnical report will include a preparation of boring logs and coring records, a summary report of results, and recommendations for pavement and foundation design and stormwater infiltration design.

Deliverables and Schedule

Below is a comprehensive list of all expected deliverables to the Client and the project schedule.

Notice to Proceed – June 9, 2021

Due Diligence

- **July 30, 2021 – Survey complete and submitted to Client - CAD file(s)**
- **July 7, 2021 - Phase I ESAs – One Report - Electronic**
- **July 28, 2021 - Building Materials Assessments**
- **August 18, 2021 - Phase II ESAs - One Report – Electronic**

Demolition Package

- **September 15, 2021 – 75% Demolition Plans and Specifications**
 - Cover Sheet
 - Clearing/Demolition
 - Maintenance of Traffic
 - SWPP Info Sheet
 - Sediment & Erosion Control Plan
 - Restoration Plan and Grading Model
 - Miscellaneous Details
 - Front End Specifications
 - Technical Specifications
 - Environmental Specifications
 - Preliminary Opinion of Probable Cost
- **September 29, 2021 - City review of 75% Demo Submission Complete**
- **November 1, 2021 – 100% Demolition Plans and Specifications**
 - Cover Sheet
 - Clearing/Demolition
 - Maintenance of Traffic
 - SWPP Info Sheet
 - Sediment & Erosion Control Plan
 - Restoration Plan and Grading Model
 - Miscellaneous Details
 - Front End Specifications
 - Technical Specifications
 - Environmental Specifications
 - Final Opinion of Probable Cost
- **November 15, 2021 - City review of 100% Demo Submission Complete**

- **December 1, 2021 – Demo Package out for Bid**
- **January 15, 2022 – Demolition of Site Begins**

Platting Process

- **September 23, 2021 - Plat Pre-Submittal Meeting with Plan Commission**
- **October 10, 2021 - Tentative Primary Plat Filing**
- **November 15, 2021 - Primary Plat Public Hearing**
- **January 10, 2022 - Secondary Plat Filing**

Conceptual Design

- **July 15, 2021 – Conceptual Subdivision and Centerstone Parking Design Submittal**
 - Up to two (2) layouts for proposed parking solution
 - Up to two (2) concepts for subdivision layout
- **July 29, 2021 - City review of Conceptual Site Design complete**

Preliminary Design (30%)

- **September 16, 2021 – Preliminary (30%) Design Submittal**
 - Cover Sheet
 - Existing Conditions Sheet
 - Utility Coordination Sheet
 - Lot Grading and Stormwater Drainage
 - Existing watershed boundary exhibits
 - Preliminary Narrative of Existing Drainage Conditions
 - Drainage Layout Sheet
 - Preliminary Drainage Report
 - Grading Sheet
 - Spot Elevation Sheet
 - Preliminary Opinion of Probably Costs
 - Preliminary Table of Contents for Front End and Technical Specifications
 - Centerstone Parking Reconfiguration
 - Site Plan
 - Grading Plan
 - Utility Plan
 - Landscaping Plan with Planting Schedule
 - ADA & Site Construction Details
 - Landscaping Details
 - Preliminary Opinion of Probably Costs
 - Preliminary Table of Contents for Front End and Technical Specifications
 - Roadway Improvements for 2nd Street, Rogers Street, Morton Street, and Madison Street
 - Typical Cross-Sections Sheets
 - Plan and Profile Sheets
 - Cross-Sections Sheets
 - Right-of-Way Sheets
 - Maintenance of Traffic Sheets

- Intersection Details Sheets
- Miscellaneous Details Sheets
- Preliminary Opinion of Probably Costs
- Preliminary Table of Contents for Front End and Technical Specifications
- Utilities
 - Water and Sewer Main plan and profile Sheets
 - Construction Detail Sheets
 - Preliminary Opinion of Probably Costs
 - Preliminary Table of Contents for Front End and Technical Specifications
- Greenway and Pedestrian Street
 - Schematic Design presentation with a rendered and annotated final schematic plan,
 - Sketches and precedent imagery
 - Two to three (2-3) illustrations of key design components
 - Preliminary Opinion of Probably Costs
- **September 30, 2021 – City review of 30% submittal complete**

60% Design Development

- **November 10, 2021 – 60% Design Development submittal**
 - Cover Sheet
 - Existing Conditions Sheet
 - Utility Coordination Sheet
 - Lot Grading and Stormwater Drainage
 - Drainage Layout Sheet
 - Grading Sheet
 - Spot Elevation Sheet
 - Updated Opinion of Probably Costs
 - Updated Table of Contents for Front End and Technical Specifications
 - Centerstone Parking Reconfiguration
 - Site Plan
 - Grading Plan
 - Utility Plan
 - Landscaping Plan with Planting Schedule
 - ADA & Site Construction Details
 - Landscaping Details
 - Updated Opinion of Probably Costs
 - Updated Table of Contents for Front End and Technical Specifications
 - Roadway Improvements for Rogers Street, Morton Street, and Madison Street
 - Typical Cross-Sections Sheets
 - Plan and Profile Sheets
 - Cross-Sections Sheets
 - Right-of-Way Sheets
 - Maintenance of Traffic Sheets
 - Intersection Details Sheets
 - Miscellaneous Details Sheets
 - Updated Opinion of Probably Costs

- Updated Table of Contents for Front End and Technical Specifications
- Utilities
 - Water and Sewer Main plan and profile Sheets
 - Construction Detail Sheets
 - Updated Opinion of Probably Costs
 - Updated Table of Contents for Front End and Technical Specifications
- Greenway and Pedestrian Street
 - Preliminary layout Sheet
 - Grading Sheet
 - Site Amenities Details
 - Structures Details
 - Materials Details
 - Electric/lighting layout
 - Landscape Plan Sheets
 - Landscape Details
 - table of contents for anticipated technical specifications
 - Updated Opinion of Probably Costs

- **November 17, 2021 – City review of 60% submittal complete**

Final Submittal (95%)

- **January 4, 2022 – Final Submittal (95%)**
 - Cover Sheet
 - Existing Conditions Sheet
 - Utility Coordination Sheet
 - Lot Grading and Stormwater Drainage
 - Final Narrative of Existing Drainage Conditions
 - Drainage Layout Sheet – Storm network
 - Drainage Layout Sheet - Detention Facility
 - Drainage detail sheets – cross sections, outlet control
 - Erosion and Sediment Control Plan
 - Drainage and detention Easement Sheet
 - Final Drainage Report
 - Grading Sheets
 - Spot Elevation Sheets
 - Final Opinion of Probably Costs
 - Final Front End and Technical Specifications
 - Centerstone Parking Reconfiguration
 - Site Plan
 - Grading Plan
 - Erosion & Sediment Control Plan
 - Landscaping Plan with Planting Schedule
 - Landscaping Details
 - Final Opinion of Probably Costs
 - Final Front End and Technical Specifications

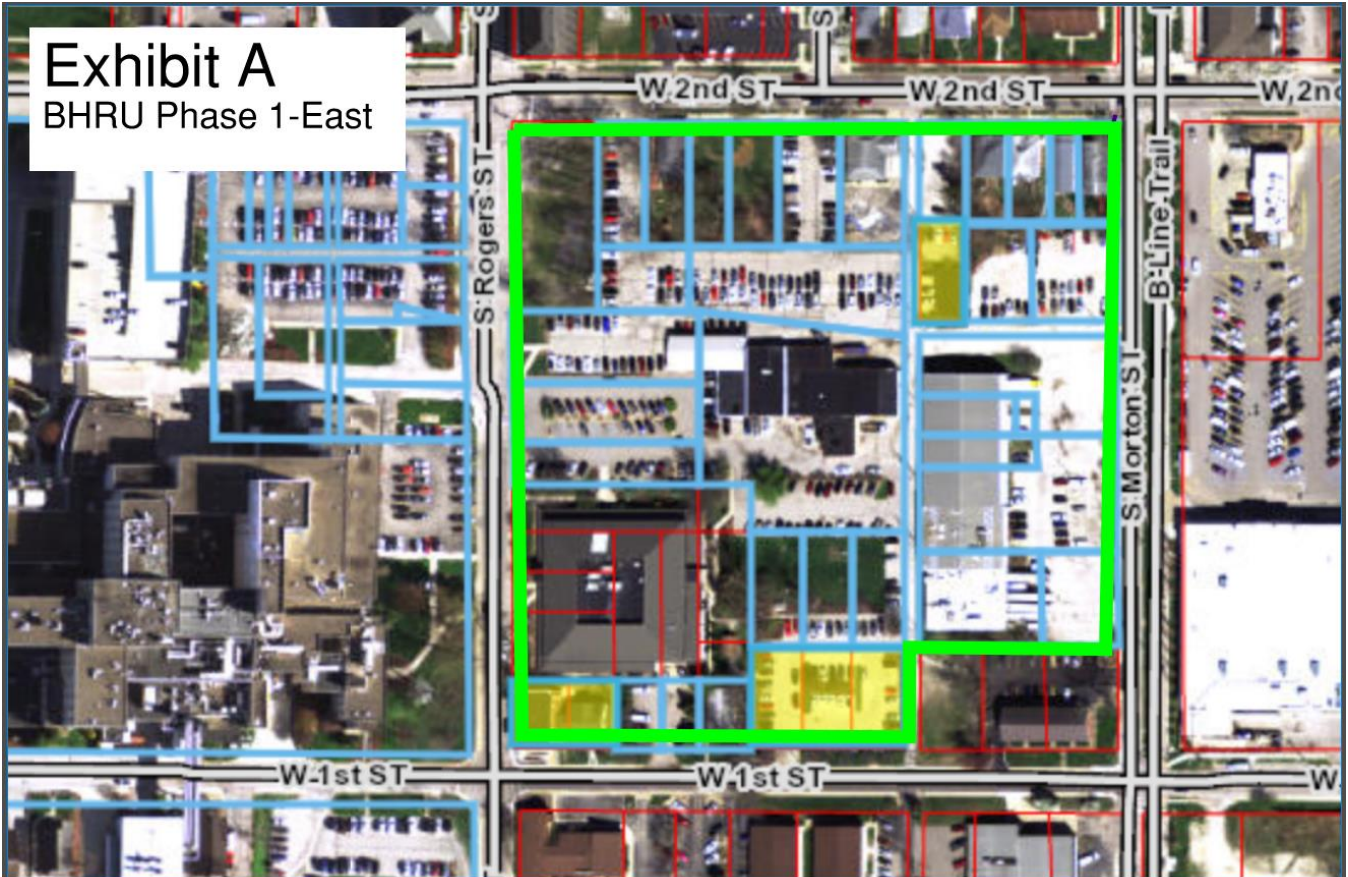
- Roadway Improvements for Rogers Street, Morton Street, and Madison Street
 - Typical Cross-Sections Sheets
 - Plan and Profile Sheets
 - Cross-Sections Sheets
 - Right-of-Way Sheets
 - Maintenance of Traffic Sheets
 - Intersection Details
 - Drainage/Inlet Location Sheet
 - Driveway Details
 - Miscellaneous Details
 - Final Opinion of Probably Costs
 - Final Front End and Technical Specifications
- Utilities
 - Water and Sewer Main plan and profile Sheets
 - Water and Sewer connections, valves, and hydrant layout Sheets
 - Construction Detail Sheets
 - Final Opinion of Probably Costs
 - Final Front End and Technical Specifications
- Greenway and Pedestrian Street
 - Layout Sheet
 - Grading Sheet
 - Site Amenities Details
 - Structures Details
 - Materials Details
 - Electric/lighting layout
 - Landscape Plan Sheets
 - Landscape Details
 - Technical Specifications
 - Final Opinion of Probably Costs
- **January 18, 2022 – City review of 95% submittal complete**

Construction Documents

- **February 4, 2022 – Construction Documents Complete and Out for bidding**
 - *Final Construction Documents and Specifications as listed in the 95% Submittal, updated and all comments from 95% review addressed.*

April 2022 – Construction Begins

Exhibit A
BHRU Phase 1-East

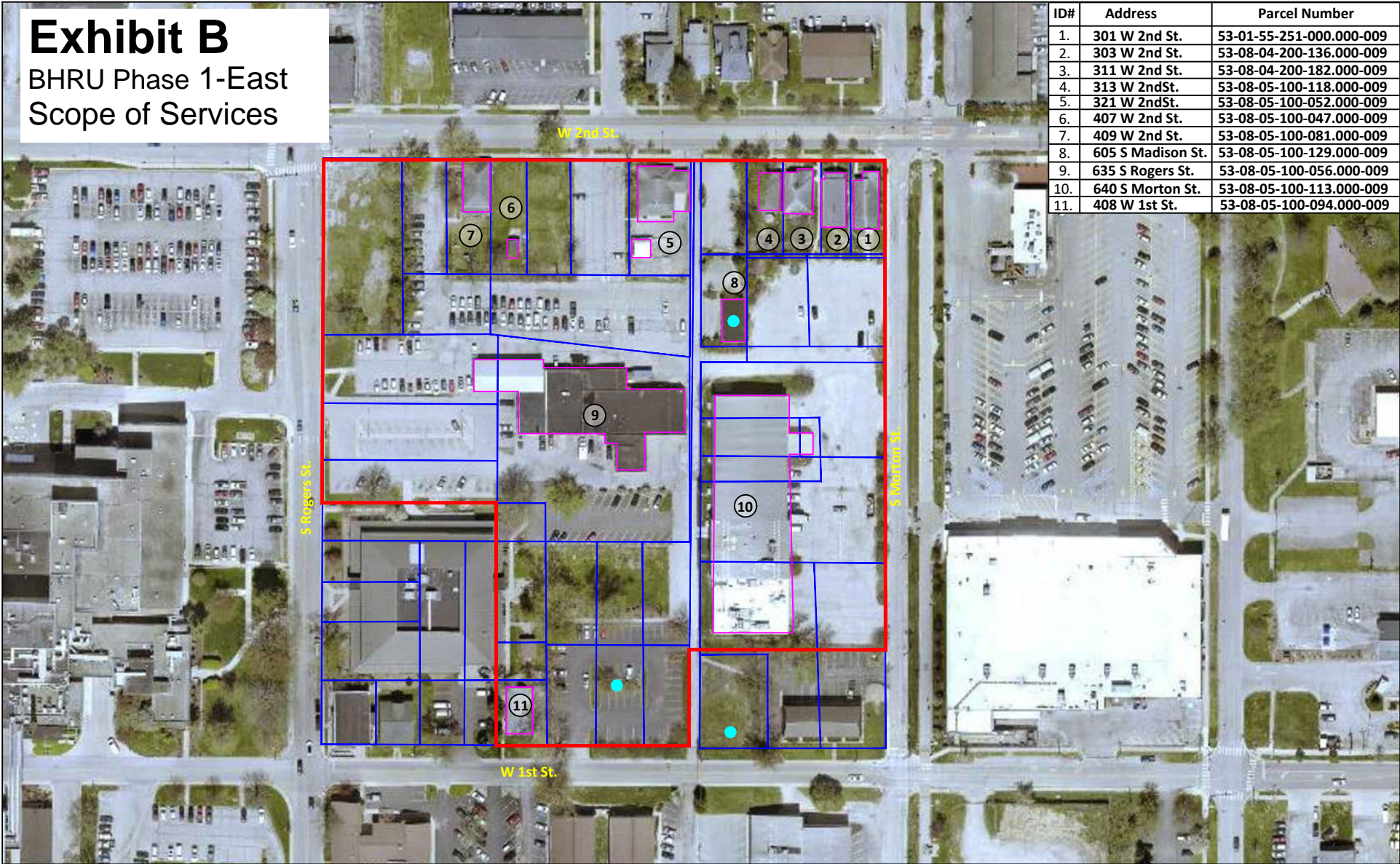


 Topo Survey Limits - Interior of Project Site

P:\2021\21-0098 -Shrewsberry - Bloomington - Bloomington Hospital Re-Use\5 - Deliverables\Exhibits\Proposals\Site Map 06012021.dwg

Exhibit B

BHRU Phase 1-East Scope of Services



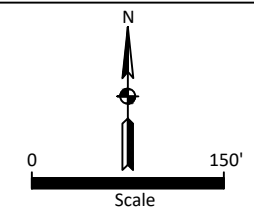
ID#	Address	Parcel Number
1.	301 W 2nd St.	53-01-55-251-000.000-009
2.	303 W 2nd St.	53-08-04-200-136.000-009
3.	311 W 2nd St.	53-08-04-200-182.000-009
4.	313 W 2nd St.	53-08-05-100-118.000-009
5.	321 W 2nd St.	53-08-05-100-052.000-009
6.	407 W 2nd St.	53-08-05-100-047.000-009
7.	409 W 2nd St.	53-08-05-100-081.000-009
8.	605 S Madison St.	53-08-05-100-129.000-009
9.	635 S Rogers St.	53-08-05-100-056.000-009
10.	640 S Morton St.	53-08-05-100-113.000-009
11.	408 W 1st St.	53-08-05-100-094.000-009

Source: <https://monroe.in.elevatemaps.io/#extent=3108000.7493267483,3107334.0826600813,1425664.5816117919,1425360.3281395698,2245>

Project Site Map
 Proposal for Environmental Services
 Bloomington Hospital Re-Use Phase I East Development
 Bloomington, Monroe County, Indiana

Note: All locations are approximate

- Phase I/II
- Building for Assessment inside of red border



Drawn by: ILJ
 Checked by: MJ
 Approved by: PL
 Date: June, 2021

EXHIBIT B
COMPENSATION

This project is to be completed and invoiced using a Lump Sum basis with portions of the work being added to the total cost using a Cost Plus to a Maximum. Each work area has an agreed maximum cost presented in the attached Fee Summary. 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 Engineering Department officials designated by the Board as project coordinator(s).

See the attached Fee Summary and Schedule of Hourly Rates



Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering Phase 1 - East

6/3/2021

Shrewsberry Proj. No. 21-0049

Shrewsberry & Associates, LLC	Total Estimated Fee	Contract Type
Section 1.0 - Project Admin, Meetings, & Coordination	\$ 42,700.00	Lump Sum
Section 2.0 - Pavement Removal and Building Demolition Package	\$ 58,000.00	Lump Sum
Section 3.0 - Subdivision Design: Lot Grading and Stormwater Drainage	\$ 111,400.00	Lump Sum
Section 3.1 - Subdivision Design: Roadway Improvements and Subdivision Layout	\$ 165,100.00	Lump Sum
Section 3.2 - Subdivision Design: Sanitary Sewer & Water Mains	\$ 32,600.00	Lump Sum
Section 4.0 - Centerstone Parking Reconfiguration	\$ 37,400.00	Lump Sum
Section 5.0 - Bid Phase Services	\$ 8,500.00	Lump Sum
Section 6.0 - Contract Phase Services	\$ 12,200.00	Hourly Rate / NTE
Expenses	\$ 2,000.00	Actual
Subtotal - Original Agreement	\$ 469,900.00	
Section 6.1 - Additional Fee if Centerstone Parking Reconfiguration is Bid Separately	\$ 13,300.00	Lump Sum

Bynum Fanyo & Associates, Inc.	Total Estimated Fee	Contract Type
Retracement Boundary Surveys	\$ 7,280.00	Lump Sum
Full topographicsurvey	\$ 8,520.00	Lump Sum
Subdivision Platting (Primary & Final)	\$ 8,880.00	Lump Sum
Project Progress Meetings	\$ 3,000.00	Lump Sum
Allowance for Additional Services	\$ 4,500.00	Hourly Rates
Subtotal	\$ 32,180.00	

Metric Environmental, LLC	Total Estimated Fee	Contract Type
Phase I ESAs	\$ 15,900.00	Lump Sum
Phase II ESAs	\$ 26,600.00	Hourly Rate / NTE
Building Materials Assessments	\$ 67,200.00	Hourly Rate / NTE
Demolition Recommendations	\$ 1,500.00	Lump Sum
Subtotal	\$ 111,200.00	



Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering Phase 1 - East

6/3/2021

Shrewsberry Proj. No. 21-0049

Rundell Ernstberger Associates	Total Estimated Fee	Contract Type
Schematic Design Phase	\$ 81,200.00	Lump Sum
Design Development Phase	\$ 91,850.00	Lump Sum
Construction Document Phase	\$ 139,150.00	Lump Sum
Bid Phase Services	\$ 6,500.00	Lump Sum
Construction Admin Services	\$ 34,400.00	Hourly Rate / NTE
Expenses	\$ 1,500.00	Actual
Sub: The Engineering Collaborative - Electrical Engineering	\$ 10,000.00	Lump Sum
Sub: Delta Fountains - Interactive Water Feature	\$ 25,000.00	Lump Sum
Sub: Hines - Irrigation Design	\$ 12,000.00	Lump Sum
Subtotal - Estimate for	\$ 401,600.00	

Kirkwood Design Studio, PC	Total Estimated Fee	Contract Type
Public Meetings and Input/Review of Greenway	\$ 19,000.00	Lump Sum
Subtotal	\$ 19,000.00	



Bloomington Hospital Re-Use (BHRU) Infrastructure & Site Engineering Phase 1 - East

6/3/2021

Shrewsberry Proj. No. 21-0049

Consultant	Total Estimated Fee
Shrewsberry & Associates, LLC	\$ 469,900.00
Bynum Fanyo & Associates, Inc.	\$ 32,180.00
Metric Environmental, LLC	\$ 111,200.00
Rundell Ernstberger Associates	\$ 401,600.00
Kirkwood Design Studio, PC	\$ 19,000.00
Allowance for Geotechnical Borings and Testing, if required	\$ 15,000.00
Total Fee	\$ 1,048,880.00



2021-2022 BILLING RATE TABLE

Effective Date: 02/07/21

Project Number & Description: 21-0049 - City of Bloomington - BHRU Infrastructure & Site Engineering - Phase 1 East

GROUP CLASSIFICATIONS/STAFF TYPES	2021 GROUP HOURLY LABOR RATE	2021 GROUP HOURLY LABOR RATE X OVERHEAD @ 142.28%	2021 GROUP HOURLY LABOR RATE + OH	2021 GROUP HOURLY LABOR RATE + OH x PROFIT @ 15.00%	2021 GROUP HOURLY LABOR RATE TIMES COST OF MONEY @ 0.49%	2021 HOURLY BILLING RATE
MANAGEMENT						
Principal 7	\$ 79.96	\$ 113.77	\$ 193.73	\$ 29.06	\$ 0.39	\$ 223.18
ENGINEERING						
Engineer 7	\$ 96.99	\$ 138.00	\$ 234.99	\$ 35.25	\$ 0.48	\$ 270.71
Engineer 6	\$ 74.73	\$ 106.33	\$ 181.06	\$ 27.16	\$ 0.37	\$ 208.58
Engineer 5	\$ 70.96	\$ 100.96	\$ 171.92	\$ 25.79	\$ 0.35	\$ 198.06
Engineer 4	\$ 59.50	\$ 84.66	\$ 144.16	\$ 21.62	\$ 0.29	\$ 166.07
Engineer 3	\$ 48.32	\$ 68.75	\$ 117.07	\$ 17.56	\$ 0.24	\$ 134.87
Engineer 2	\$ 43.51	\$ 61.91	\$ 105.42	\$ 15.81	\$ 0.21	\$ 121.44
Engineer 1	\$ 33.80	\$ 48.09	\$ 81.89	\$ 12.28	\$ 0.17	\$ 94.34
Designer 5	\$ 53.63	\$ 76.30	\$ 129.93	\$ 19.49	\$ 0.26	\$ 149.69
Designer 4	\$ 45.91	\$ 65.32	\$ 111.23	\$ 16.68	\$ 0.22	\$ 128.14
Designer 3	\$ 38.19	\$ 54.34	\$ 92.53	\$ 13.88	\$ 0.19	\$ 106.59
Designer 2	\$ 27.45	\$ 39.06	\$ 66.51	\$ 9.98	\$ 0.13	\$ 76.62
Designer 1	\$ 27.32	\$ 38.87	\$ 66.19	\$ 9.93	\$ 0.13	\$ 76.25
CADD Drafter 2	\$ 25.50	\$ 36.28	\$ 61.78	\$ 9.27	\$ 0.12	\$ 71.17
CADD Drafter 1	\$ 19.69	\$ 28.02	\$ 47.71	\$ 7.16	\$ 0.10	\$ 54.97
LANDSCAPE ARCHITECTURE						
Landscape Architect 6	\$ 64.64	\$ 91.97	\$ 156.61	\$ 23.49	\$ 0.32	\$ 180.42
Landscape Architect 5	\$ 44.66	\$ 63.54	\$ 108.20	\$ 16.23	\$ 0.22	\$ 124.65
Landscape Architect 4	\$ 40.61	\$ 57.78	\$ 98.39	\$ 14.76	\$ 0.20	\$ 113.35
Landscape Architect 3	\$ 30.90	\$ 43.96	\$ 74.86	\$ 11.23	\$ 0.15	\$ 86.25
Landscape Architect 2	\$ 29.71	\$ 42.27	\$ 71.98	\$ 10.80	\$ 0.15	\$ 82.92
Landscape Architect 1	\$ 25.48	\$ 36.26	\$ 61.74	\$ 9.26	\$ 0.12	\$ 71.12
CONSTRUCTION SERVICES						
Inspector 5	\$ 80.25	\$ 114.18	\$ 194.43	\$ 29.16	\$ 0.39	\$ 223.99
Inspector 4	\$ 60.10	\$ 85.51	\$ 145.61	\$ 21.84	\$ 0.29	\$ 167.75
Inspector 3	\$ 42.87	\$ 61.00	\$ 103.87	\$ 15.58	\$ 0.21	\$ 119.66
Inspector 2	\$ 32.93	\$ 46.85	\$ 79.78	\$ 11.97	\$ 0.16	\$ 91.91
Inspector 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUPPORT						
Administration 6	\$ 61.90	\$ 88.07	\$ 149.97	\$ 22.50	\$ 0.30	\$ 172.77
Project Manager 5	\$ 79.23	\$ 112.73	\$ 191.96	\$ 28.79	\$ 0.39	\$ 221.14
Administration 4	\$ 40.05	\$ 56.98	\$ 97.03	\$ 14.55	\$ 0.20	\$ 111.78
Administration 3	\$ 38.80	\$ 55.20	\$ 94.00	\$ 14.10	\$ 0.19	\$ 108.30
Administration 2	\$ 24.53	\$ 34.90	\$ 59.43	\$ 8.91	\$ 0.12	\$ 68.47
Administration 1	\$ 20.86	\$ 29.68	\$ 50.53	\$ 7.58	\$ 0.10	\$ 58.22
Intern	\$ 15.45	\$ 21.98	\$ 37.43	\$ 5.61	\$ 0.08	\$ 43.12

As verified and Approved as to the date indicated.

Signed: *D Blake Wilson*

5/12/2021



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue
Room N749
Indianapolis, Indiana 46204

Eric Holcomb, Governor
Joe McGuinness, Commissioner

July 8, 2020

Robert Boyd, Controller
Shrewsberry & Associates, LLC
7321 Shadeland Station
Suite 160
Indianapolis, IN 46256

Dear Mr. Boyd:

We have performed a cognizant review of the examination, and supporting workpapers, of the Indirect Cost Rate of Shrewsberry & Associates, LLC as presented in the Statement of Direct Labor, Fringe Benefits, and General Overhead for the year ended December 31, 2019 in accordance with our role as Cognizant Agency as defined in 23 U.S.C. 112(b)(2)(c) and 23 CFR 172.3 and 172.7. The audit was performed by the independent CPA firm Somerset CPAs. The CPA represented that the audit was conducted in accordance with the *Government Auditing Standards*, as promulgated by the Comptroller General of the United States of America, and the audit was designed to determine that the indirect cost rate was established in accordance with Cost Principles contained in the Federal Acquisition Regulation, 48 CFR Part 31. Our cognizant review was performed in accordance with the AASHTO *Review Program for CPA Audits of Consulting Engineers' Indirect Cost Rates*.

In connection with our cognizant review, nothing came to our attention that caused us to believe that the examination, supporting workpapers for the Indirect Cost Rate, and the related Accountant Report we reviewed, did not conform in all material respects to the aforementioned regulations and auditing standards.

Accordingly, we recommend acceptance of the following rates:

Home Office: 142.28%

Facilities Capital Cost of Money (FCCM): 0.49%

Branch/Field Office: 163.09%

Facilities Capital Cost of Money (FCCM) 0.09%

Yours truly,

Penny Royer-Pitcock
External Auditor



STANDARD FEE AND REIMBURSEMENT SCHEDULE

Indianapolis, IN | Louisville, KY

Effective January 2020

Rates indicated are subject to semi-annual review and revision

PROFESSIONAL AND TECHNICAL STAFF

Principal LA/Planner	\$210.00/hour
Planner 1	\$200.00/hour
Sr. Project Manager	\$184.00/hour
Civil Engineer I	\$163.00/hour
Associate LA/Planner	\$158.00/hour
Professional Staff (Registered LA)	\$137.00/hour
Planner II	\$132.00/hour
Technical Staff (Graduate LA/Planner)	\$110.00/hour
Administrative	\$84.00/hour
Construction Inspection Manager	\$117.00/hour
Construction Inspection Field Technician	\$98.00/hour

A surcharge of fifty percent (50%) will be added to hourly rates for expert witness testimony and/or for participation at hearings, depositions, etc.

REIMBURSABLE EXPENSES

Mileage	Standard mileage rate
Travel, Lodging, and Meals	Cost
Postage, Handling, etc.	Cost
Copies	
Black & White (8 1/2 x 11)	\$0.05/copy
Black & White (11 x 17)	\$0.10/copy
8 1/2 x 11 Inkjet	\$1.00
8 1/2 x 11 Presentation	\$1.50
8 1/2 x 11 Photo Paper	\$2.50
11 x 17 Inkjet	\$2.00
11 x 17 Presentation Paper	\$2.75
11 x 17 Photo Paper	\$3.50
Plots	
Black & White In-House Plots	
Bond	\$1.00 SF
Color In-House Plots	
Heavy bond	\$4.00 SF
Semi-Gloss	\$5.00 SF
High-Gloss	\$6.00 SF
Materials	Cost + 5%
Equipment Rental	Cost + 5%
Subcontract Services	Cost + 5%

INVOICES

Invoicing and payment schedule are detailed in the contract. Balances remaining unpaid after thirty (30) days are subject to a monthly finance charge of 1.5% (18% annually) until paid.

EXHIBIT C
PROJECT SCHEDULE

See the attached Project Summary

BHRU Phase 1 - East - Schedule Summary

BHRU Phase 1 - East Schedule Summary		
Date	Activity	Notes
6/9/2021	NTP	
7/30/2021	Survey Complete	
7/7/2021	Phase I	
8/18/2021	Phase II	
7/28/2021	Building Assessments	
9/15/2021	75% Demo Submission	7 weeks from final survey complete
9/29/2021	Complete	2 weeks for city review and comments
11/1/2021	100% Demo Submission	5 weeks for final Demo design
11/15/2021	Complete	2 weeks for city review and comments
12/1/2021	Demo Package out for Bid	2 weeks to address comments and put out on the street for bids
1/15/2022	Demolition of Site Begins	
9/23/2021	Commission	
10/10/2021	Tentative Primary Plat Filing	
11/15/2021	Primary Plat Public Hearing	
1/10/2022	Secondary Plat Filing	
7/15/2021	Conceptual Site Design Submittal	Conceptual Design based off of existing topo/GIS info - NOT survey yet
7/29/2021	City review of Conceptual Site Design complete	2 weeks to review and select preferred options
9/16/2021	30% Roadway, drainage, utility, and greenway submittal	7 weeks from final survey complete
9/30/2021	City review of 30% submittal complete	2 weeks to review
10/7/2021	30% comments addressed, design continues	1 week - includes meeting between design team and city to go through comments comprehensively
Mid-October	Public Informational Outreach Meeting	
11/10/2021	60% Roadway, drainage, utility, and greenway submittal**	5 weeks from 30% comments reviewed. There will be a 60% submittal, but design team will continue to move forward with design during the city review process
11/17/2021	City review of 60% submittal complete	1 week to review 60% plans and provide comments
1/4/2022	Final (95%) roadway, drainage, utility, and greenway submittal	7 weeks from 60% review and comments from City
1/18/2022	City review of 95% submittal complete	2 weeks to review and provide comments
End of January	Public Informational Outreach Meeting	
2/4/2022	Construction Documents Complete and Out for Bidding	2 weeks to address 95% comments from City
April 2022	Construction Begins	

**EXHIBIT D
KEY PERSONNEL**

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

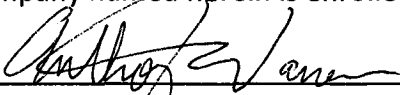
<u>Position / Responsibility</u>	<u>Name</u>
Project Director	Karen Valiquett, PE
Project Manager	Matthew Wallace, PE, LEED AP
Project Engineer / Roadway Design	Bret Schnurpel, PE
Project CAD Manager/Technician	Ron Richardson

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

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

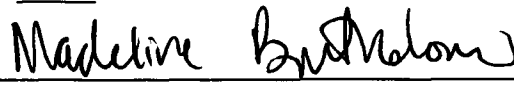
1. The undersigned is the Principal of Shrewsberry and Associates, LLC
2. The company named herein that employs the undersigned:
 - has contracted with or is seeking to contract with the City of Bloomington to provide services; OR
 - is a subcontractor on a contract to provide services to the City of 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.



Anthony Warren
President / CEO

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Anthony Warren and acknowledged the execution of the foregoing this 4th day of June, 2021.



Notary Public
Madeline Bartholomew
Printed name

My Commission Expires: 1/29/2026
County of Residence: Hamilton Commission Number: 709891

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

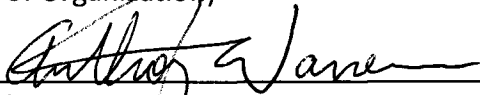
The undersigned offeror or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be offered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

OATH AND AFFIRMATION

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


Dated this 4TH day of JUNE, 2021.

Shrewsberry and Associates, LLC
(Name of Organization)

By: 
Anthony Warren
President / CEO

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Subscribed and sworn to before me this 4th day of June, 2021


Notary Public
Madeline Bartholomew
Printed name

My Commission Expires: 1/29/2026
County of Residence: Hamilton Commission Number: 709891



Board of Public Works Staff Report

Project/Event: Installation of Epoxy Flooring at Fire Station #2
Petitioner/Representative: Department of Public Works, Facilities Division
Staff Representative: J. D. Boruff, Operations and Facilities Director
Meeting Date: May 25, 2021

This contract is for Installation of Epoxy Flooring at Fire Station #2. Quotes were solicited from three sources. One of the vendors did not respond to messages left. Two responded and quoted the project. Quotes are as follows:

The Lands Group LLC dba Bloomington Garage Floors - \$16,130.40

Garage Flooring Solutions - \$17,900.00

Concrete Tune Up– Non Responsive

The Lands Group provided the lower responsive and responsible quote.

Respectfully submitted,

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

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

City of Bloomington Contract and Purchase Justification Form

Vendor:

Contract Amount:

This form should be completed and attached to the contract documents and forwarded to the Legal Department Attorney assigned to your Department. Contracts will not be approved by the Controller if a completed form is not included with the contract documents.

PURCHASE INFORMATION

1. Check the box beside the procurement method used to initiate this procurement: (Attach a quote or bid tabulation if applicable)

Request for Quote (RFQ)	Request for Proposal (RFP)	Sole Source	Not Applicable (NA)
Invitation to Bid (ITB)	Request for Qualifications (RFQu)	Emergency Purchase	

2. List the results of procurement process. Give further explanation where requested. Yes No

# of Submittals:	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?			
Met item or need requirements?			
Was an evaluation team used?			
Was scoring grid used?			
Were vendor presentations requested?			

3. State why this vendor was selected to receive the award and contract:

Print/Type Name

Print/Type Title

Department

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
THE LANDS GROUP LLC dba BLOOMINGTON GARAGE FLOORS
FOR
INSTALLATION OF EPOXY FLOORING AT FIRE STATION #2

THIS AGREEMENT, executed by and between the City of Bloomington, Indiana, Public Works Department through the Board of Public Works (hereinafter CITY), and The Lands Group LLC dba Bloomington Garage Floors. (hereinafter CONTRACTOR);

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **Installation of Epoxy Flooring at Fire Station #2**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 90 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

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

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Sixteen Thousand, One Hundred Thirty Dollars and Forty Cents (\$16,130.40)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington Public Works Dept.	The Lands Group LLC dba Bloomington Garage Floors
Attn: J. D. Boruff, Facilities Director	Attn: Scott Lands
P.O. Box 100 Suite 120	2501 W. 3 rd Street STE F
Bloomington, Indiana 47402	Bloomington, IN 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

The Lands Group LLC dba Bloomington Garage
Floors

BY:

BY:

Dana Palazzo, President

Scott Land, Authorized Representative

Beth H. Hollingsworth, Member

Printed Name

Kyla Cox Deckard, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

Installation of Epoxy Flooring at Fire Station #2

This project shall include, but is not limited to:

- Grinding and cleaning the floor for preparation
- Applying a water chasing epoxy primer
- Applying 2 coats of epoxy

ATTACHMENT 'B'

Trench Safety Affidavit

Not Required for this Project

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.
- 5.

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

My Commission #: _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

My Commission #: _____

Model Affirmative Action Plan and Harassment Policy

The Lands Group LLC, dba Bloomington Garage Floors declares its policy to provide equal opportunity in employment, training and advancement, and to administer its employment practices without regard to race, color, religion, sex, national origin, ancestry, disability, sexual orientation, gender identity, veteran status, or housing status. Our policy of nondiscrimination will prevail throughout every aspect of our employment practices, including recruitment, hiring, training and all other terms and conditions of employment. We shall implement this affirmative action plan to make it widely known that equal employment opportunities are available on the basis of individual merit. We shall survey and analyze our employment workforce annually to determine what steps, if any, are needed to conform effectively to this equal employment policy.

Responsible Officer

Mr. Scott Lands (or the _____ officer) is the equal employment opportunity officer for our company and is responsible for implementing this affirmative action policy.

Publication of Policy

Our employees will be made aware of our commitment to affirmative action through the following procedures:

- posting notices on employee bulletin boards,
- including our policy statement and plan in our personnel manual,
- regularly sending out notices of our policy in paycheck envelopes, and/or
- training supervisors to recognize discriminatory practices.

We will make potential employees aware of our policy through the following procedures:

- including the words "Equal Opportunity Employer" in all of our advertisements and notices for job openings,
- notifying employment agencies about our commitment, and
- sending notice of our policy to unions.

Implementing Our Policy

Our affirmative action plan will be implemented by widening our recruitment sources. We shall advertise in newspapers and other media that reach people in protected classes. We shall send job notices to schools with large percentages of students in the protected classes and to local groups that serve these classes.

We shall examine our hiring practices periodically to insure that we consider only job-related qualifications in filling our positions. We shall discard irrelevant educational requirements and unnecessary physical requirements. We shall ask only job-related questions on our employment applications.

We shall keep affirmative action information on each applicant who voluntarily provides this information, but separate from his or her application. We shall keep records on our hiring decisions to evaluate the success of our affirmative action measures. We shall decide placement, duties, benefits, wages, training prospects, promotions, layoffs and terminations without regard to race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status.

GRIEVANCE PROCEDURE

If an employee or applicant feels she or he has been discriminated against on the basis of race, sex, religion, color, national origin, ancestry, disability, sexual orientation, gender identity, veteran status or housing status, she or he may bring the complaint to her or his immediate supervisor. If the complaint is not resolved readily at that level, she or he may submit it to Scott Lands (personnel officer, corporate president, other) who will make a final decision on its validity. This grievance process does not preclude him or her from complaining to local, state or federal civil rights agencies. We will not retaliate against an employee or applicant for voicing a grievance or for filing a complaint with the appropriate agency.

Our current workforce breakdown is shown on the attached form.

Policy prohibiting harassment in the workplace

It is the policy of The Lands Group LLC (company name) to maintain a workplace free of harassment on the basis of race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status. Harassment, as defined herein, is strictly prohibited in the workplace, and is punishable by appropriate discipline up to and including termination.

Harassment means any unwelcome or offensive conduct, whether written, verbal or physical, which is

- (a) directed at or to an employee because of his or her actual or perceived race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status or
- (b) directed toward any person concerning an individual, or a class of individuals, because of the race, sex, color, ancestry, national origin, religion, disability, age, sexual orientation, gender identity, housing status or veteran status of the individual or class of individuals. For example, racial or ethnic slurs or derogatory epithets are prohibited in the workplace, regardless of whether a member of the racial or ethnic group is present when the statement is made.

Harassment does not refer to occasional compliments or other statements of a socially acceptable nature. Harassment refers to behavior which is unwelcome and which is offensive and/or persistent enough to create, or has the potential of creating an intimidating, hostile or offensive working environment for any employee. Harassment includes unwelcome sexual advances or requests for sexual favors, unwelcome touching of a sexual nature and unwelcome and/or offensive sexual comments.

2. This policy applies to all full-time, part-time, permanent and temporary employees, including supervisors and department heads, as well as to volunteers.
3. It is a violation of this policy to use an individual's submission to or rejection of harassing conduct as the basis for any employment decision affecting the individual.
4. An employee who believes she, he or they have been subjected to harassment as defined in this policy shall promptly report the harassment to her, his or their supervisor and/or the director of human resources or designee. The Lands Group LLC (company name) will make reasonable efforts to insure that a human resources representative of each sex is available to receive such complaints. The human resources department shall conduct a thorough and prompt investigation and, if appropriate, take disciplinary action against any offender, including but not limited to discharge. Staff will keep the complaint as confidential as reasonably possible. No one will be retaliated against for filing a harassment complaint.

5. All supervisory personnel who observe or otherwise learn of or have reason to suspect any conduct which may violate this policy shall promptly report such facts to the director of human resources or designee, and shall cooperate fully in any investigation or disciplinary action undertaken pursuant to this policy. Failure to comply with this section shall be grounds for appropriate disciplinary action, up to and including termination.

6. The Lands Group LLC (company name) will provide regular training to employees and supervisors on the subject of harassment in the workplace. We will include information about this policy in our orientation and in our personnel policy. A copy of this policy will be posted on a prominent bulletin board. We take this matter seriously and will do all that is reasonably necessary to maintain a harassment-free workplace for our employees.

Signature



Date

6/3/21

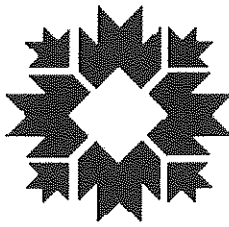
AFFIRMATIVE ACTION PLAN AND HARASSMENT POLICY CHECKLIST

Company Name: The Lands Group LLC

NOTE: This is **not** an Affirmative Action Plan

Effective Date: 06/03/2021

Contractor: Plan MUST Include:	Yes	No	Comments:
Policy statement of equal employment opportunity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Covers: Applicants for employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Employees	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
On basis of: Race	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Religion	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Color	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sex	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
National Origin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ancestry	<input type="checkbox"/>	<input type="checkbox"/>	
Disability	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sexual Orientation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gender Identity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Veteran Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Housing Status	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Designates a person responsible for implementation of the Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provides for communication of the policy:			
Within the Organization	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Outside the Organization (e.g., recruitment sources, unions)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Applies to all terms and conditions of employment (e.g., hiring, placement, promotion, duties, wages, benefits, use of facilities, layoff, discipline, termination)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provision for: Recruitment from minority groups	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Provision for: Equal access to training programs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Grievance Procedure	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing grievances	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Workforce Breakdown (figures up to date within 6 months)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
HARRASSMENT POLICY CHECKLIST			
Definition of harassment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Designates a person to receive and Investigate harassment complaints	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Prohibits retaliation for filing a harassment complaint	<input checked="" type="checkbox"/>	<input type="checkbox"/>	



**City of Bloomington
Human Rights Commission**

TO: BPW
Attn: Adam Wason & JD Boruff

DATE: June 7, 2021

RE BIDS FOR: Epoxy floor covering at fire station #2

DEADLINE:

Dear Board Members:

I have reviewed the affirmative action plan for Land's Group, LLC, which is on file with the City Legal Department. I find the plan acceptable under the City of Bloomington Human Rights Ordinance and under the Contract Compliance Regulations. I will retain a copy of the plan in my files.

Sincerely,

Barbara E. McKinney
Director

Cc: File
Bidder



Board of Public Works Claim Register

Invoice Date Range 05/25/21 - 06/11/21

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101)				
Department 01 - Animal Shelter				
Program 010000 - Main				
Account 43430 - Animal Adoption Fees				
Maddie Dederichs	01-refund adoption fee-canine-5/19/21		06/11/2021	55.00
Jesse Harden	01-refund adoption fee/rabbies vac-canine-5/19/21		06/11/2021	75.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 2		\$130.00
		Transactions		
Account 43460 - Medical				
Jesse Harden	01-refund adoption fee/rabbies vac-canine-5/19/21		06/11/2021	15.00
	Account 43460 - Medical Totals	Invoice 1		\$15.00
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01-card stock		06/11/2021	7.74
	Account 52110 - Office Supplies Totals	Invoice 1		\$7.74
		Transactions		
Account 52210 - Institutional Supplies				
4045 - Datamars, INC	01-630 microchips		06/11/2021	3,230.99
4586 - Hill's Pet Nutrition Sales, INC	01-prescription feline food-5/21/21		06/11/2021	32.28
4586 - Hill's Pet Nutrition Sales, INC	01-prescription vet food-5/21/21		06/11/2021	54.23
4586 - Hill's Pet Nutrition Sales, INC	01-canine food-5/21/21		06/11/2021	81.54
4586 - Hill's Pet Nutrition Sales, INC	01-canine/puppy food-5/14/21		06/11/2021	335.04
4633 - Midwest Veterinary Supply, INC	01-syringes-5/11/21		06/11/2021	62.60



Board of Public Works Claim Register

Invoice Date Range 05/25/21 - 06/11/21

4633 - Midwest Veterinary Supply, INC	01-exam gloves, anti parasitics, needles-5/7/21	06/11/2021	684.53
4633 - Midwest Veterinary Supply, INC	01-milk replacer, anti parasitics-4/27/21	06/11/2021	226.01
4633 - Midwest Veterinary Supply, INC	01-antibiotics, syringes-5/11/21	06/11/2021	108.58
4666 - Zoetis, INC	01-dog vaccines-Vanguard Plus 5	06/11/2021	332.00
Account 52210 - Institutional Supplies Totals		Invoice 10 Transactions	\$5,147.80
Account 52310 - Building Materials and Supplies			
394 - Kleindorfer Hardware & Variety	01-hose repair parts	06/11/2021	6.47
394 - Kleindorfer Hardware & Variety	01-hose repair parts	06/11/2021	16.14
409 - Black Lumber Co. INC	01- Hardware for ACC	06/11/2021	1.56
Account 52310 - Building Materials and Supplies Totals		Invoice 3 Transactions	\$24.17
Account 52340 - Other Repairs and Maintenance			
313 - Fastenal Company	01-AAA batteries-5/25/21	06/11/2021	5.53
313 - Fastenal Company	01-nitrile gloves-5/25/21	06/11/2021	18.00
313 - Fastenal Company	01-laundry detergent-5/14/21	06/11/2021	74.50
313 - Fastenal Company	01-trash liners-5/25/21	06/11/2021	129.00
313 - Fastenal Company	01-trash can liners-5/25/21	06/11/2021	134.07
Account 52340 - Other Repairs and Maintenance Totals		Invoice 5 Transactions	\$361.10
Account 52420 - Other Supplies			
4549 - Kroger Limited Partnership I	01-food/snacks for kids outreach event -5/14/21	06/11/2021	34.02
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	\$34.02
Account 53130 - Medical			



Board of Public Works Claim Register

Invoice Date Range 05/25/21 - 06/11/21

6529 - BloomingPaws, LLC	01-emergency diagnostics, HTW treatments-5/6 & 5/13/21		06/11/2021	424.16
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries-5/10-5/19/21		06/11/2021	2,261.00
50771 - Bloomington Veterinary Medicine, PC	01-vet visit-consult-5/20/21		06/11/2021	95.00
50771 - Bloomington Veterinary Medicine, PC	01-spay/neuter surgeries-3/18-3/19/21		06/11/2021	692.83
54639 - Shake Veterinary Services, INC (Town & Country Vet	01-s/n surgeries, other surgeries, diagnostics-5/18-5/19/21		06/11/2021	244.70
Account 53130 - Medical Totals			Invoice 5 Transactions	<u>\$3,717.69</u>
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-#287289748780X05192021		05/31/2021	219.12
Account 53210 - Telephone Totals			Invoice 1 Transactions	<u>\$219.12</u>
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-BOH shipping-5/26/21		06/11/2021	22.82
Account 53220 - Postage Totals			Invoice 1 Transactions	<u>\$22.82</u>
Account 53510 - Electrical Services				
223 - Duke Energy	19-CH/off site facilities-electric summary bill-4/9-5/10/21	BC 2010-23	05/27/2021	1,081.00
Account 53510 - Electrical Services Totals			Invoice 1 Transactions	<u>\$1,081.00</u>
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-April 2021 management fee		05/27/2021	480.02
Account 53540 - Natural Gas Totals			Invoice 1 Transactions	<u>\$480.02</u>
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	19-SA 3AC Condenser Fan Motor & Blade Replacement @ ACC	BC 2019-126	06/11/2021	1,168.00
Account 53610 - Building Repairs Totals			Invoice 1 Transactions	<u>\$1,168.00</u>



Board of Public Works Claim Register

Invoice Date Range 05/25/21 - 06/11/21

		Program 010000 - Main Totals	Invoice 33 Transactions	\$12,408.48
Program 010001 - Donations Over \$5K				
Account 53130 - Medical				
6529 - BloomingPaws, LLC		01-emergency diagnostics, HTW treatments-5/6 & 5/13/21	06/11/2021	119.46
50771 - Bloomington Veterinary Medicine, PC		01-eye exam, emergency recheck-4/6/21	06/11/2021	178.00
54639 - Shake Veterinary Services, INC (Town & Country Vet		01-s/n surgeries, other surgeries, diagnostics-5/18-5/19/21	06/11/2021	868.71
		Account 53130 - Medical Totals	Invoice 3 Transactions	\$1,166.17
		Program 010001 - Donations Over \$5K Totals	Invoice 3 Transactions	\$1,166.17
		Department 01 - Animal Shelter Totals	Invoice 36 Transactions	\$13,574.65
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP		20-surface-patching-26.18 tons-4/12-4/26/21	BC 2020-78 06/11/2021	1,243.56
19278 - Milestone Contractors, LP		20-surface-patching-11.42 tons-5/5 & 5/6/21	BC 2020-78 06/11/2021	492.16
		Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 2 Transactions	\$1,735.72
Account 53210 - Telephone				
13969 - AT&T Mobility II, LLC		06-cell phone chgs 4/12-5/11/21-#287289748780X05192021	05/31/2021	41.80
		Account 53210 - Telephone Totals	Invoice 1 Transactions	\$41.80
		Program 020000 - Main Totals	Invoice 3 Transactions	\$1,777.52
		Department 02 - Public Works Totals	Invoice 3 Transactions	\$1,777.52
Department 03 - City Clerk				



Board of Public Works Claim Register

Invoice Date Range 05/25/21 - 06/11/21

Program **030000 - Main**

Account **52110 - Office Supplies**

20152 - Municipal Code Corporation

03-Supplement 38 to the Code of Ordinances	06/11/2021	3,814.78
Account 52110 - Office Supplies Totals	Invoice 1 Transactions	<u>\$3,814.78</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021	05/31/2021	123.57
Account 53210 - Telephone Totals	Invoice 1 Transactions	<u>\$123.57</u>
Program 030000 - Main Totals	Invoice 2 Transactions	<u>\$3,938.35</u>
Department 03 - City Clerk Totals	Invoice 2 Transactions	<u>\$3,938.35</u>

Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **52420 - Other Supplies**

50796 - Margaret A Taylor (Book Corner)

04-Building Small Book for ESD Reference Library	06/11/2021	49.95
Account 52420 - Other Supplies Totals	Invoice 1 Transactions	<u>\$49.95</u>

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021	05/31/2021	41.19
Account 53210 - Telephone Totals	Invoice 1 Transactions	<u>\$41.19</u>

Account **53320 - Advertising**

203 - INDIANA UNIVERSITY

04-Electric Vehicle Module - Environmental Resilience Institute	06/11/2021	800.00
Account 53320 - Advertising Totals	Invoice 1 Transactions	<u>\$800.00</u>

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



Board of Public Works Claim Register

Invoice Date Range 05/25/21 - 06/11/21

5684 - Sean M Starowitz

04-Blgtn Paint-Reimb for Paint Supplies for Street Mural	06/11/2021	93.69
Account 53970 - Mayor's Promotion of Business Totals	Invoice 1	<u>93.69</u>
	Transactions	
Program 040000 - Main Totals	Invoice 4	<u>984.83</u>
	Transactions	

Program **04RCVR - Recover Foward**

Account **53960 - Grants**

7372 - CDFI Friendly Bloomington, INC

04: Recover Forward Energy Efficiency Grant	06/11/2021	100,000.00
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5605 - Photizo, LLC (Fish Window Cleaning)

04-Window Cleaning at the Waldron-5/3-5/5/21	06/11/2021	4,081.24
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421 - Centerstone Of Indiana, INC

04 -Recovery forward Employment costs for Brighten B-Town	06/11/2021	11,268.91
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Account 53960 - Grants Totals	Invoice 3	<u>\$115,350.15</u>
	Transactions	
Program 04RCVR - Recover Foward Totals	Invoice 3	<u>\$115,350.15</u>
	Transactions	
Department 04 - Economic & Sustainable Dev Totals	Invoice 7	<u>\$116,334.98</u>
	Transactions	

Department **06 - Controller's Office**

Program **060000 - Main**

Account **53990 - Other Services and Charges**

910 - BKD, LLP	06-GAAP Financial statements-as of 12/31/21	06/11/2021	26,000.00
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5648 - Reedy Financial Group, PC	06-Financial Plan Consulting/Admin/Printing-4/30/21	06/11/2021	4,983.90
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5648 - Reedy Financial Group, PC	06-Annexation Consulting/Admin-4/30/21	06/11/2021	20,524.50
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5648 - Reedy Financial Group, PC	06-TIF Financial Consulting/Economic Dev/Special Proj-4/30/21	06/11/2021	4,513.55
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Account 53990 - Other Services and Charges Totals	Invoice 4	<u>\$56,021.95</u>
	Transactions	
Program 060000 - Main Totals	Invoice 4	<u>\$56,021.95</u>
	Transactions	
Department 06 - Controller's Office Totals	Invoice 4	<u>\$56,021.95</u>
	Transactions	



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Department **07 - Engineering**

Program **070000 - Main**

Account **41020 - Permits**

Frank Richardson

07-refund fee for street cut-didn't need	06/11/2021	50.00
Account 41020 - Permits Totals	Invoice 1 Transactions	\$50.00

Account **52420 - Other Supplies**

52580 - Jamar Technologies, INC

07-Traffic Counting Supplies(2 bx round+#100 chinese mini tubes)	06/11/2021	1,280.00
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5819 - Synchrony Bank

07-Smart Tool-Adam Digital Slope Walker w/Carrying Case	06/11/2021	262.17
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Account 52420 - Other Supplies Totals	Invoice 2 Transactions	\$1,542.17
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Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021	05/31/2021	403.84
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Account 53210 - Telephone Totals	Invoice 1 Transactions	\$403.84
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Account **53240 - Freight / Other**

52580 - Jamar Technologies, INC

07-Traffic Counting Supplies(2 bx round+#100 chinese mini tubes)	06/11/2021	61.00
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Account 53240 - Freight / Other Totals	Invoice 1 Transactions	\$61.00
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Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)

07- HT Legal Notice 4/26 - 7th Street Bike Lane Improvements	06/11/2021	137.28
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Account 53320 - Advertising Totals	Invoice 1 Transactions	\$137.28
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Program 070000 - Main Totals	Invoice 6 Transactions	\$2,194.29
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Department 07 - Engineering Totals	Invoice 6 Transactions	\$2,194.29
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Department **09 - CFRD**



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Program **090000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021	05/31/2021	41.19
Account 53210 - Telephone Totals		Invoice 1
	Transactions	<u>\$41.19</u>
Program 090000 - Main Totals		Invoice 1
	Transactions	<u>\$41.19</u>
Department 09 - CFRD Totals		Invoice 1
	Transactions	<u>\$41.19</u>

Department **10 - Legal**

Program **100000 - Main**

Account **53120 - Special Legal Services**

50587 - Barnes & Thornburg LLP

10-Legal Services-Blgtn Hospital Reuse Proj-4/1/21 06/11/2021 321.00

50587 - Barnes & Thornburg LLP

10-general municipal advice-4/25/21 06/11/2021 278.00

205 - City Of Bloomington

10-PC Reimb-Mo Co Recorder-recording fees-3 waivers-5/13/21 06/11/2021 75.00

608 - Krieg Devault, LLP

10-retainer agreement April 2021 06/11/2021 2,500.00

4844 - Recycling Services, INC (Allshred Services)

10 -secure document shredding 06/11/2021 341.10

Account 53120 - Special Legal Services Totals	Invoice 5	<u>\$3,515.10</u>
	Transactions	

Account **53160 - Instruction**

259 - Indiana Association Of Cities & Towns (AIM)

10- Education Municipal Law webinars for 7 attorneys 06/11/2021 1,050.00

Account 53160 - Instruction Totals	Invoice 1	<u>\$1,050.00</u>
	Transactions	
Program 100000 - Main Totals	Invoice 6	<u>\$4,565.10</u>
	Transactions	

Program **101000 - Human Rights**

Account **53990 - Other Services and Charges**



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732 - Barbara E McKinney

10-reimbursement for 4th of July 2021 Parade fee	06/11/2021	15.00
Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$15.00</u>
	Transactions	
Program 101000 - Human Rights Totals	Invoice 1	<u>\$15.00</u>
	Transactions	
Department 10 - Legal Totals	Invoice 7	<u>\$4,580.10</u>
	Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/1121-Inv. 287287430216X05192021	05/31/2021	114.50
Account 53210 - Telephone Totals	Invoice 1	<u>\$114.50</u>
	Transactions	

Account **53910 - Dues and Subscriptions**

53442 - Paragon Micro, INC

11-PowerBI subscriptions for Innovation	06/11/2021	18.32
Account 53910 - Dues and Subscriptions Totals	Invoice 1	<u>\$18.32</u>
	Transactions	

Account **53960 - Grants**

205 - City Of Bloomington

11-Gold sponsorship for Juneteenth celebration	06/11/2021	700.00
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2546 - Monroe County Historical Society, INC

11-Patron level membership	06/11/2021	500.00
Account 53960 - Grants Totals	Invoice 2	<u>\$1,200.00</u>
	Transactions	
Program 110000 - Main Totals	Invoice 4	<u>\$1,332.82</u>
	Transactions	
Department 11 - Mayor's Office Totals	Invoice 4	<u>\$1,332.82</u>
	Transactions	

Department **12 - Human Resources**

Program **120000 - Main**

Account **53210 - Telephone**



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13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021 05/31/2021 24.25

Account **53210 - Telephone** Totals Invoice 1
Transactions \$24.25

Account **53990 - Other Services and Charges**

19660 - Bose McKinney & Evans, LLP

12-Consulting Services \$84.00 06/11/2021 84.00

9523 - Freedom Business Solutions, LLC

12-printer maintenance \$65.00 06/11/2021 65.00

6099 - Safe Hiring Solutions

12-out of state background checks \$574.15 06/11/2021 574.15

5444 - Tyler Technologies, INC

12 HR Report for FMLA Case #7647439 06/11/2021 700.00

Account **53990 - Other Services and Charges** Totals Invoice 4
Transactions \$1,423.15

Program **120000 - Main** Totals Invoice 5
Transactions \$1,447.40

Department **12 - Human Resources** Totals Invoice 5
Transactions \$1,447.40

Department **13 - Planning**

Program **130000 - Main**

Account **52110 - Office Supplies**

9523 - Freedom Business Solutions, LLC

13-Toner for Plotter (Designjet T610/T1100)_Yellow/Cyan/Black 06/11/2021 255.00

9523 - Freedom Business Solutions, LLC

13-Gray Toner #72, HP Printer 06/11/2021 85.00

Account **52110 - Office Supplies** Totals Invoice 2
Transactions \$340.00

Account **52410 - Books**

4819 - InfoUSA Marketing INC.

13-2021 Polk City Directory 06/11/2021 395.00

Account **52410 - Books** Totals Invoice 1
Transactions \$395.00

Account **53160 - Instruction**

1103 - American Planning Association, Indiana Chapter

13 - APA Fundamentals for Citizen Planners 1 (Flavia Burrell) 06/11/2021 30.00



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1103 - American Planning Association, Indiana Chapter	13 - APA Fundamentals for Citizen Planners 1 (Barre Klapper)	06/11/2021	30.00
1103 - American Planning Association, Indiana Chapter	13 - APA Fundamentals for Citizen Planners 1 (Susan Sandberg)	06/11/2021	30.00
1103 - American Planning Association, Indiana Chapter	13 - APA Fundamentals for Citizen Planners 1 (Beth Cate)	06/11/2021	30.00
Account 53160 - Instruction Totals		Invoice 4 Transactions	<hr/> \$120.00
Account 53170 - Mgt. Fee, Consultants, and Workshops			
6289 - Clarion Associates, LLC	13-UDO Update Contract Ext.-serv as of 4/30/21	06/11/2021	225.00
8305 - Schmidt Associates, INC	13-City Architect-Proj Review-serv. 4/1-4/30/21	06/11/2021	3,936.25
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 2 Transactions	<hr/> \$4,161.25
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021	05/31/2021	370.71
Account 53210 - Telephone Totals		Invoice 1 Transactions	<hr/> \$370.71
Account 53240 - Freight / Other			
4819 - InfoUSA Marketing INC.	13-2021 Polk City Directory	06/11/2021	15.00
Account 53240 - Freight / Other Totals		Invoice 1 Transactions	<hr/> \$15.00
Account 53990 - Other Services and Charges			
7547 - CallNet Call Center Services INC	13-Answering Service - Usage Date: 4-26-21 thru 5-23-21	06/11/2021	395.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$395.00
Program 130000 - Main Totals		Invoice 12 Transactions	<hr/> \$5,796.96
Department 13 - Planning Totals		Invoice 12 Transactions	<hr/> \$5,796.96
Department 19 - Facilities Maintenance			
Program 190000 - Main			



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Account 52310 - Building Materials and Supplies

177 - Indiana Oxygen Company, INC	19- Cylinder Rental, Torch Supplies, Inv# 9677111		06/11/2021	37.20
4574 - John Deere Financial (Rural King)	19- 55Gal Trash Bags & AA Batteries		06/11/2021	125.91
394 - Kleindorfer Hardware & Variety	19 - Pins, D batteries, Cycle oil, concrete caulk, flag pol moun		06/11/2021	132.88
394 - Kleindorfer Hardware & Variety	19-Trash Can 30 Gal,Paint, 2 Cycle Oil, Coupling Lock, Pad Lock		06/11/2021	251.65
394 - Kleindorfer Hardware & Variety	19-Scrub Brush and Round Up		06/11/2021	45.68
5819 - Synchrony Bank	19 - Dog Waste Station, inv# 534498936795		06/11/2021	279.97

Account 52310 - Building Materials and Supplies Totals	Invoice 6 Transactions	\$873.29
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Account 52430 - Uniforms and Tools

19171 - Aramark Uniform & Career Apparel Group, INC	19- Weekly cleaning of Pants for Facility Employees	BC 2009-52	06/11/2021	37.91
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Account 52430 - Uniforms and Tools Totals	Invoice 1 Transactions	\$37.91
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Account 53140 - Exterminator Services

51538 - Economy Termite & Pest Control, INC	19- Monthly Pest Control @ City Hall	BC 2020-84	06/11/2021	75.00
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Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	\$75.00
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Account 53210 - Telephone

13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-#287289748780X05192021		05/31/2021	168.19
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Account 53210 - Telephone Totals	Invoice 1 Transactions	\$168.19
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Account 53510 - Electrical Services

223 - Duke Energy	19-CH/off site facilities-electric summary bill-4/9-5/10/21	BC 2010-23	05/27/2021	9,976.17
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Account 53510 - Electrical Services Totals	Invoice 1 Transactions	\$9,976.17
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Account 53610 - Building Repairs



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321 - Harrell Fish, INC (HFI)

19- repair covered by Serv. Agree. Refrigerant Leak @ City Hall BC 2020-75 06/11/2021 2,344.51

1537 - Indiana Door & Hardware Specialties, INC

19-SA Service Call to Adjust Door in Mayor's Office BC 2021-22 06/11/2021 75.00

Account **53610 - Building Repairs** Totals Invoice 2 Transactions \$2,419.51

Account **53630 - Machinery and Equipment Repairs**

4859 - MH Logistics Corp (MH Equipment)

19-New Battery for Lift for Facilities 06/11/2021 4,153.82

Account **53630 - Machinery and Equipment Repairs** Totals Invoice 1 Transactions \$4,153.82

Program **190000 - Main** Totals Invoice 13 Transactions \$17,703.89

Department **19 - Facilities Maintenance** Totals Invoice 13 Transactions \$17,703.89

Department **28 - ITS**

Program **280000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

28 - Copier paper for City Hall - 30 boxes 06/11/2021 968.40

Account **52110 - Office Supplies** Totals Invoice 1 Transactions \$968.40

Account **52420 - Other Supplies**

6222 - Apple, INC

28 - Macbook Pro 13/3 and Applecare - Shatoyia Moss - CARES 06/11/2021 1,398.00

3197 - IDVILLE (Baudville)

28 - 600 PVC cards, 2 printer cleaner kits, 3 printer ribbons 06/11/2021 487.24

6530 - Office Depot, INC

28-Office chair for Linda Gilliland's remote work - CARES 06/11/2021 467.99

453 - ULINE, INC

28-Two utility carts 06/11/2021 636.65

Account **52420 - Other Supplies** Totals Invoice 4 Transactions \$2,989.88

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

5534 - Presidio Holdings, INC

28-OOTM-repair door-5/10/21 06/11/2021 838.49



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Account	Description	Invoice	Amount
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice 1 Transactions <hr/> \$838.49
Account 53210 - Telephone			
1079 - AT&T	28-phone charges 4/20-5/19/21-#812 339-2261 261 1	05/27/2021	6,042.15
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-#287289748780X05192021	05/31/2021	577.20
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021	05/31/2021	78.48
Account 53210 - Telephone Totals			Invoice 3 Transactions <hr/> \$6,697.83
Account 53640 - Hardware and Software Maintenance			
3989 - Ricoh USA, INC	28-BPD Admin, Fire-copier maint-4/17-5/16/21	06/11/2021	100.19
3989 - Ricoh USA, INC	28-CH/off site fac-copier maint-4/17-5/16/21-ITS	06/11/2021	1,363.14
Account 53640 - Hardware and Software Maintenance Totals			Invoice 2 Transactions <hr/> \$1,463.33
Account 53910 - Dues and Subscriptions			
7404 - ArchiveSocial, INC	28-Prorated upgrade to unlimited acc'ts,6K records sub.-June-Dec	06/11/2021	700.00
5786 - Promevo, LLC	28 - Google Voice monthly subscription - M. Crump & M. Freeman	06/11/2021	53.53
Account 53910 - Dues and Subscriptions Totals			Invoice 2 Transactions <hr/> \$753.53
Account 54420 - Purchase of Equipment			
6222 - Apple, INC	28 - USB-C multiport adapter - Caroline Shaw - CARES	06/11/2021	138.00
6222 - Apple, INC	28 - Magic Mouse - Alex Crowley - CARES	06/11/2021	79.00
6222 - Apple, INC	28 - Magic trackpad and keyboard - Don Griffin - CARES	06/11/2021	298.00
6222 - Apple, INC	28-Mac Mini, AC, mount, keyboard, track pad - OOTM	06/11/2021	1,060.95
6222 - Apple, INC	28-6 iPad minis & Apple Care-Parking Enf-CARES	06/11/2021	2,928.00
50972 - CDW, LLC	28-One OWL Labs Meeting Owl Pro 360-CARES	06/11/2021	1,062.08



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9523 - Freedom Business Solutions, LLC	28 - HP Laser Printer Pro M277fdw - OOTC - CARES	06/11/2021	899.97
53442 - Paragon Micro, INC	28 - Logitech webcam C920e - Tyler Steury - CARES	06/11/2021	64.99
53442 - Paragon Micro, INC	28-2 laptops, 2 bags, 1 dock, 1 monitor, 1 scanner-Plan & Tran	06/11/2021	4,141.93
53442 - Paragon Micro, INC	28 - Dell Thunderbolt dock_Shatoxia Moss - CARES	06/11/2021	248.99
53442 - Paragon Micro, INC	28 - 22 inch Dell monitor - Berniece Snyder - CARES	06/11/2021	147.99
53442 - Paragon Micro, INC	28-Logitech C922 webcam-OOTM- CARES	06/11/2021	96.99
53442 - Paragon Micro, INC	28-Dell 22 inch monitor-OOTM - CARES	06/11/2021	147.99
53442 - Paragon Micro, INC	28 - 32 inch monitor for Andrew Krebbs - CARES	06/11/2021	434.99
53442 - Paragon Micro, INC	28-3 laptops, bags, 2 monitors, 1 dock, 3 webcams -PW-CARES	06/11/2021	6,473.88
53442 - Paragon Micro, INC	28-15 laptops, 16 bags, 6 monitors, 6 docks, 6 key/mice - CBU	06/11/2021	28,745.51
53442 - Paragon Micro, INC	28-Dell Latitude laptop for desktop replace-Plan & Tran-CARES	06/11/2021	1,689.99
53442 - Paragon Micro, INC	28-Dell 32 inch monitor and dock - D. Griffin - CARES	06/11/2021	683.98
53442 - Paragon Micro, INC	28-Thunderbolt dock-Elizabeth Carter-CARES	06/11/2021	497.98
53442 - Paragon Micro, INC	28-Dell Thunderbolt dock-Plan & Tran-CARES	06/11/2021	497.98
5819 - Synchrony Bank	28 - Tilt swivel bracket for OWL unit in McCloskey - CARES	06/11/2021	34.99
5819 - Synchrony Bank	28-Otterbox case, Apple adapter, screen protector - K Pazos	06/11/2021	63.89
5819 - Synchrony Bank	28 - Two Jabra wireless headsets - CARES	06/11/2021	302.40
5819 - Synchrony Bank	28 - Credit memo - 3 Jabra wireless headsets - CARES	06/11/2021	453.60
5819 - Synchrony Bank	28 - Credit memo - 3 Jabra wireless headsets - CARES	06/11/2021	(448.13)
5819 - Synchrony Bank	28-2 six-pack ethernet couplers for ITS stock	06/11/2021	17.98
5819 - Synchrony Bank	28-Adapter, screen protectors, phone case 2-CFRD	06/11/2021	71.88



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5819 - Synchrony Bank

28-Phone case, screen protectors, power adapter-S. Lucas 06/11/2021 63.89

5819 - Synchrony Bank

28-Otterbox phone case-Joanna Sparks-CARES 06/11/2021 29.99

Account 54420 - Purchase of Equipment Totals	Invoice 29	<u>\$50,929.68</u>
	Transactions	
Program 280000 - Main Totals	Invoice 42	<u>\$64,641.14</u>
	Transactions	
Department 28 - ITS Totals	Invoice 42	<u>\$64,641.14</u>
	Transactions	
Fund 101 - General Fund (S0101) Totals	Invoice 142	<u>\$289,385.24</u>
	Transactions	

Fund **249 - Grants Non Approp**

Department **20 - Street**

Program **G20013 - 2020 Community Crx -College Mall**

Account **53990 - Other Services and Charges**

5149 - E&B Paving, INC

20-CCMG Proj.-2020-1 College Mall Rd DES 2001435-App 1 BC 2020-46 06/11/2021 150,243.89

Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$150,243.89</u>
	Transactions	
Program G20013 - 2020 Community Crx -College Mall Totals	Invoice 1	<u>\$150,243.89</u>
	Transactions	
Department 20 - Street Totals	Invoice 1	<u>\$150,243.89</u>
	Transactions	
Fund 249 - Grants Non Approp Totals	Invoice 1	<u>\$150,243.89</u>
	Transactions	

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

Department **05 - Common Council**

Program **050000 - Main**

Account **53960 - Grants**

5849 - Wheeler Mission Ministries, INC

15-Rec. Forward JH Grant-Case Manager-2/27-5/7/21 06/11/2021 4,248.75

Account 53960 - Grants Totals	Invoice 1	<u>\$4,248.75</u>
	Transactions	



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		Program 050000 - Main Totals	Invoice 1 Transactions	\$4,248.75
Program 05RCVR - Recover Forward				
Account 53960 - Grants				
5665 - Backline (All Options Pregnancy)	15-Rec. Forward JH Grant-hand sanitizer, face masks, tests,		06/11/2021	4,450.00
20872 - Catholic Charities Social Services	15-Rec. Forward JH Grant-filters, thermometer, face shields		06/11/2021	1,887.39
7033 - Courage to Change Sober Living, INC	15-Recover Forward JH Grant-Extra hours-House Mgr-3/15-5/14/21		06/11/2021	1,040.00
175 - Monroe County Humane Association, INC	15-Recover Forward JH Grant-emergency pet housing		06/11/2021	2,000.00
232 - Monroe County United Ministries INC	15-Rec. Forward JH Grant-various expenses		06/11/2021	9,500.00
1618 - Shalom Community Center, INC	15-Rec. Forward JH Grant-remodel work, handwashing stations		06/11/2021	17,500.00
		Account 53960 - Grants Totals	Invoice 6 Transactions	\$36,377.39
		Program 05RCVR - Recover Forward Totals	Invoice 6 Transactions	\$36,377.39
		Department 05 - Common Council Totals	Invoice 7 Transactions	\$40,626.14
		Fund 270 - CC Jack Hopkins NR17-42 (S0011) Totals	Invoice 7 Transactions	\$40,626.14
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53750 - Rentals - Other				
12283 - Smithville Communications	28-401 N Morton-Internet service/telecom hotel rental-June 2021		05/31/2021	1,614.27
		Account 53750 - Rentals - Other Totals	Invoice 1 Transactions	\$1,614.27
Account 54450 - Equipment				
6222 - Apple, INC	28 - 1 wi-fi iPad and Apple Care		06/11/2021	488.00



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	Account 54450 - Equipment Totals	Invoice 1	\$488.00
		Transactions	
	Program 254000 - Infrastructure Totals	Invoice 2	\$2,102.27
		Transactions	
Program 256000 - Services			
Account 53150 - Communications Contract			
4170 - Comcast Cable Communications, INC	28-401 N Morton-business services-6/1-6/30/21	05/27/2021	183.40
4170 - Comcast Cable Communications, INC	28-3550 N Kinser Pike-business services-5/27-6/26/21	05/31/2021	108.35
12283 - Smithville Communications	28-401 N Morton-Internet service/telecom hotel rental-June 2021	05/31/2021	1,375.00
203 - INDIANA UNIVERSITY	28-dark fiber-special circuits-May 2021	06/11/2021	65.00
	Account 53150 - Communications Contract Totals	Invoice 4	\$1,731.75
		Transactions	
	Program 256000 - Services Totals	Invoice 4	\$1,731.75
		Transactions	
	Department 25 - Telecommunications Totals	Invoice 6	\$3,834.02
		Transactions	
	Fund 401 - Non-Reverting Telecom (\$1146) Totals	Invoice 6	\$3,834.02
		Transactions	
Fund 450 - Local Road and Street(S0706)			
Department 20 - Street			
Program 200000 - Main			
Account 53520 - Street Lights / Traffic Signals			
223 - Duke Energy	02-Street Light Summary Electric bill-05/07/2021	BC 2016-30 05/31/2021	35,841.90
223 - Duke Energy	02-Traffic Signal Summary electric bill-4/1-5/3/21	BC 2010-23 05/31/2021	3,422.71
	Account 53520 - Street Lights / Traffic Signals Totals	Invoice 2	\$39,264.61
		Transactions	
	Program 200000 - Main Totals	Invoice 2	\$39,264.61
		Transactions	
	Department 20 - Street Totals	Invoice 2	\$39,264.61
		Transactions	



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	Fund 450 - Local Road and Street(S0706) Totals	Invoice 2 Transactions	\$39,264.61
Fund 451 - Motor Vehicle Highway(S0708)			
Department 20 - Street			
Program 200000 - Main			
Account 52210 - Institutional Supplies			
313 - Fastenal Company	20-safety supplies-gloves-5/7/21	06/11/2021	7.53
	Account 52210 - Institutional Supplies Totals	Invoice 1 Transactions	\$7.53
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	20-Patch crew-dish soap, sponges-5/11/21	06/11/2021	8.48
409 - Black Lumber Co. INC	20-quikrete for meter posts-103 N Morton/6th St/Kirkwood	06/11/2021	18.87
409 - Black Lumber Co. INC	20-Patch/Tree Crew-channel locks, brush, 5 gal buckets-5/24/21	06/11/2021	36.96
409 - Black Lumber Co. INC	20-Curb Painting-roller covers, prmer-5/25/21	06/11/2021	69.95
409 - Black Lumber Co. INC	20-hardware, treated mail box post-5/26/21	06/11/2021	38.51
409 - Black Lumber Co. INC	20-Tree Crew-"Great Stuff" foam-5/24/21	06/11/2021	9.99
394 - Kleindorfer Hardware & Variety	20-Traffic-2 boxes of trash bags	06/11/2021	27.98
394 - Kleindorfer Hardware & Variety	20-5 gal. diesel can	06/11/2021	48.49
394 - Kleindorfer Hardware & Variety	20-4 shovels, water cooler	06/11/2021	115.95
5819 - Synchrony Bank	20-Wall mirror for door entrances	06/11/2021	18.74
	Account 52420 - Other Supplies Totals	Invoice 10 Transactions	\$393.92
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-#287289748780X05192021	05/31/2021	167.20



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13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021	05/31/2021	42.50
Account 53210 - Telephone Totals	Invoice 2 Transactions	<u>\$209.70</u>

Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings (Hoosier Times)

20-Advertising for De-icing Salt Bid	06/11/2021	80.50
Account 53320 - Advertising Totals	Invoice 1 Transactions	<u>\$80.50</u>

Account **53510 - Electrical Services**

223 - Duke Energy

19-CH/off site facilities-electric summary bill-4/9-5/10/21	BC 2010-23 05/27/2021	109.18
Account 53510 - Electrical Services Totals	Invoice 1 Transactions	<u>\$109.18</u>

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)

06-City Fac.-Natural Gas Commodity-April 2021 management fee	05/27/2021	218.55
Account 53540 - Natural Gas Totals	Invoice 1 Transactions	<u>\$218.55</u>

Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-5/12/21	06/11/2021	34.28
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19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-5/19/21	06/11/2021	34.28
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19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-5/12/21	BC 2009-52 06/11/2021	12.68
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19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-5/19/21	BC 2009-52 06/11/2021	12.68
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19171 - Aramark Uniform & Career Apparel Group, INC

20-mat/towel service-5/26/21	06/11/2021	34.28
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19171 - Aramark Uniform & Career Apparel Group, INC

20-uniform rental (minus payroll ded)-5/26/21	BC 2009-52 06/11/2021	12.68
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Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 6 Transactions	<u>\$140.88</u>
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Account **53990 - Other Services and Charges**

244 - Bloomington Ford, INC

20-Autoplex Collision Center-Repair to vehicle #4141	06/11/2021	3,060.90
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Account 53990 - Other Services and Charges Totals		Invoice 1	\$3,060.90
		Transactions	
Program 200000 - Main Totals		Invoice 23	\$4,221.16
		Transactions	
Department 20 - Street Totals		Invoice 23	\$4,221.16
		Transactions	
Fund 451 - Motor Vehicle Highway(S0708) Totals		Invoice 23	\$4,221.16
		Transactions	
Fund 452 - Parking Facilities(S9502)			
Account 10002.3 - Petty Cash / Cash Change REI Cash Change			
205 - City Of Bloomington			
	26-Petty Cash for Trades Garage Pay Station	06/11/2021	1,610.00
Account 10002.3 - Petty Cash / Cash Change REI Cash Change Totals		Invoice 1	\$1,610.00
		Transactions	
Department 26 - Parking			
Program 260000 - Main			
Account 52340 - Other Repairs and Maintenance			
54940 - Victor Stanley, INC	26-Freight Services for Trash Cans @ Trades Garage	06/11/2021	157.00
54940 - Victor Stanley, INC	26- Recycling Station Receptacles for Trades Garage	06/11/2021	18,769.00
Account 52340 - Other Repairs and Maintenance Totals		Invoice 2	\$18,926.00
		Transactions	
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-#287289748780X05192021	05/31/2021	13.94
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021	05/31/2021	123.57
Account 53210 - Telephone Totals		Invoice 2	\$137.51
		Transactions	
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-4/9-5/10/21	BC 2010-23 05/27/2021	1,910.56
Account 53510 - Electrical Services Totals		Invoice 1	\$1,910.56
		Transactions	



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Account 53610 - Building Repairs

6197 - CE Solutions, INC	26-Morton Street Garage Repair Project	BC 2021-21	06/11/2021	375.00
393 - Kone INC	26-Morton St Garage-repair limit switch	BC 2021-23	06/11/2021	3,636.72
Account 53610 - Building Repairs Totals			Invoice 2 Transactions	\$4,011.72

Account 53640 - Hardware and Software Maintenance

3397 - Evens Time, INC	26-Repair Gate at Morton Garage Exit	BC 2021-45	06/11/2021	255.99
3397 - Evens Time, INC	26- Gate arm was put on incorrectly, Tech reposition the arm.	BC 2021-45	06/11/2021	255.99
Account 53640 - Hardware and Software Maintenance Totals			Invoice 2 Transactions	\$511.98

Account 53650 - Other Repairs

3397 - Evens Time, INC	26-Repair Forcing Lever on Gate Arms @ Walnut Garage	BC 2021-45	06/11/2021	410.99
3397 - Evens Time, INC	26-Repair of Forcing Rod on Gate @ Morton Garage	BC 2021-45	06/11/2021	410.99
3397 - Evens Time, INC	26- Repair Receipt printer Jam @ Walnut Garage	BC 2021-45	06/11/2021	131.00
3397 - Evens Time, INC	26-Repair Wiring on Gate Arm @ Walnut Garage	BC 2021-45	06/11/2021	380.00
Account 53650 - Other Repairs Totals			Invoice 4 Transactions	\$1,332.98

Account 53830 - Bank Charges

18844 - First Financial Bank, N.A.	26-Garage Bank Fees April 2021		05/31/2021	2,214.10
Account 53830 - Bank Charges Totals			Invoice 1 Transactions	\$2,214.10

Account 53840 - Lease Payments

512 - 7th & Walnut , LLC	26-Walnut St Garage-July 2021 rent		06/11/2021	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-July 2021 rent		06/11/2021	38,035.85
Account 53840 - Lease Payments Totals			Invoice 2 Transactions	\$55,860.64



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Program 260000 - Main Totals	Invoice 16	\$84,905.49
	Transactions	
Department 26 - Parking Totals	Invoice 16	\$84,905.49
	Transactions	
Fund 452 - Parking Facilities(S9502) Totals	Invoice 17	\$86,515.49
	Transactions	

Fund **454 - Alternative Transport(S6301)**

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

5149 - E&B Paving, INC

07-Smith Rd @ Moores Pike SW-12/21/20-5/6/21-App #1	BC 2020-103	06/11/2021	31,377.55
Account 54310 - Improvements Other Than Building Totals	Invoice 1		\$31,377.55
	Transactions		
Program 050000 - Main Totals	Invoice 1		\$31,377.55
	Transactions		
Department 05 - Common Council Totals	Invoice 1		\$31,377.55
	Transactions		

Department **13 - Planning**

Program **130000 - Main**

Account **54310 - Improvements Other Than Building**

5149 - E&B Paving, INC

7059 - Eagle Ridge Civil Engineering Services, LLC

07-Allen Street Traffic Calming-4/6-5/6/21-App #1	BC 2019-130	06/11/2021	59,461.10
13-Neighborhood Greenways-Inv. date 5/14/21	BC 2020-106	06/11/2021	7,296.83
Account 54310 - Improvements Other Than Building Totals	Invoice 2		\$66,757.93
	Transactions		
Program 130000 - Main Totals	Invoice 2		\$66,757.93
	Transactions		
Department 13 - Planning Totals	Invoice 2		\$66,757.93
	Transactions		

Department **26 - Parking**

Program **260000 - Main**



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Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-#287289748780X05192021	05/31/2021	13.93
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021	05/31/2021	41.19
1838 - Verizon Wireless	26-cell phone charges 4/24-5/23/21	05/31/2021	9.42
1838 - Verizon Wireless	26-PE Ipad service charges-4/24-5/23/21	05/31/2021	111.16

Account 53210 - Telephone Totals	Invoice 4	\$175.70
	Transactions	
Program 260000 - Main Totals	Invoice 4	\$175.70
	Transactions	
Department 26 - Parking Totals	Invoice 4	\$175.70
	Transactions	
Fund 454 - Alternative Transport(S6301) Totals	Invoice 7	\$98,311.18
	Transactions	

Fund **455 - Parking Meter Fund(S2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **52110 - Office Supplies**

9523 - Freedom Business Solutions, LLC	26-toner cartridge for PE office on N Morton	06/11/2021	221.99
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Account 52110 - Office Supplies Totals	Invoice 1	\$221.99
	Transactions	

Account **52340 - Other Repairs and Maintenance**

6688 - SSW Enterprises, LLC (Office Pride)	26-Office Cleaning for New Parking Office	BC 2020-102 06/11/2021	373.00
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Account 52340 - Other Repairs and Maintenance Totals	Invoice 1	\$373.00
	Transactions	

Account **52420 - Other Supplies**

394 - Kleindorfer Hardware & Variety	26-rags, WD40, sockets	06/11/2021	42.55
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394 - Kleindorfer Hardware & Variety	26-set of sockets	06/11/2021	23.99
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394 - Kleindorfer Hardware & Variety

26-gorilla glue 06/11/2021 5.49

Account **52420 - Other Supplies** Totals Invoice 3
Transactions \$72.03

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/21-#287289748780X05192021 05/31/2021 13.93

13969 - AT&T Mobility II, LLC

06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021 05/31/2021 41.19

1838 - Verizon Wireless

26-cell phone charges 4/24-5/23/21 05/31/2021 37.71

1838 - Verizon Wireless

26-PE Ipad service charges-4/24-5/23/21 05/31/2021 444.67

Account **53210 - Telephone** Totals Invoice 4
Transactions \$537.50

Account **53830 - Bank Charges**

18844 - First Financial Bank, N.A.

26-Web Pay Bank Fees April 2021 05/31/2021 2,401.34

18844 - First Financial Bank, N.A.

26-Meters Bank Fees April 2021 05/31/2021 5,925.95

Account **53830 - Bank Charges** Totals Invoice 2
Transactions \$8,327.29

Program **260000 - Main** Totals Invoice 11
Transactions \$9,531.81

Department **26 - Parking** Totals Invoice 11
Transactions \$9,531.81

Fund **455 - Parking Meter Fund(S2141)** Totals Invoice 11
Transactions \$9,531.81

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52330 - Street, Alley, and Sewer Material**

19278 - Milestone Contractors, LP

20-surface-Wapahani/patching-155 tons-4/27/21-inc. Milling CR BC 2020-78 06/11/2021 6,931.97

365 - Rogers Group, INC

20-#53 Stone-14.84 tons, #11 Stone-28.18 tons-5/12/21 06/11/2021 372.62



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	Account 52330 - Street , Alley, and Sewer Material Totals	Invoice 2 Transactions	\$7,304.59
Account 52420 - Other Supplies			
409 - Black Lumber Co. INC	20-Truck #418-Mowing-2 cycle oil, lopper, shears-5/12/21	06/11/2021	34.94
394 - Kleindorfer Hardware & Variety	20-Paving Crew-2 qts oil, funnel	06/11/2021	9.57
336 - Southside Rental Center, INC	20-propane for paving crew-5/18/21	06/11/2021	59.50
	Account 52420 - Other Supplies Totals	Invoice 3 Transactions	\$104.01
Account 53630 - Machinery and Equipment Repairs			
2974 - MacAllister Machinery Co, INC	20-Outside maintenance & repairs to Caterpillar Paver-2/8/21	06/11/2021	10,764.79
	Account 53630 - Machinery and Equipment Repairs Totals	Invoice 1 Transactions	\$10,764.79
	Program 200000 - Main Totals	Invoice 6 Transactions	\$18,173.39
	Department 20 - Street Totals	Invoice 6 Transactions	\$18,173.39
	Fund 456 - MVH Restricted Totals	Invoice 6 Transactions	\$18,173.39
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-David/Forrester-Class A Stone-4 cy-5/3/21	BC 2021-36 06/11/2021	424.00
334 - Irving Materials, INC	20-3120 S. Forrester-Class A Stone-2.5 cy-5/5/21	BC 2021-36 06/11/2021	365.00
334 - Irving Materials, INC	20-2550 Round Hill Ln-Class A Stone-7 cy-5/5/21	BC 2021-36 06/11/2021	742.00
334 - Irving Materials, INC	20-2811 E. David Dr-Class A Stone-2.5 cy-5/6/21	BC 2021-36 06/11/2021	365.00
334 - Irving Materials, INC	20-Sare Rd-Class A Stone-6 cy-5/5/21	BC 2021-36 06/11/2021	636.00



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334 - Irving Materials, INC	20-2801 E. David Dr-Class A Stone-2.50 cy-5/10/21	BC 2021-36	06/11/2021	365.00
334 - Irving Materials, INC	20-David/Sare-Class A Stone-2.50 cy-5/12/21	BC 2021-36	06/11/2021	365.00
334 - Irving Materials, INC	20-David/Sare-Class A Stone-4 cy-5/11/21	BC 2021-36	06/11/2021	424.00
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 8	<u>\$3,686.00</u>
			Transactions	
	Program 020000 - Main Totals		Invoice 8	<u>\$3,686.00</u>
			Transactions	
	Department 02 - Public Works Totals		Invoice 8	<u>\$3,686.00</u>
			Transactions	
	Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice 8	<u>\$3,686.00</u>
			Transactions	
Fund 601 - Cumulative Capital Devlp(S2391)				
Department 02 - Public Works				
Program 020000 - Main				
Account 52330 - Street , Alley, and Sewer Material				
19278 - Milestone Contractors, LP	20-tack oil for paving-501.60 gallons-4/26/21	BC 2020-78	06/11/2021	1,504.80
19278 - Milestone Contractors, LP	20-surface-patching-11.42 tons-5/5 & 5/6/21	BC 2020-78	06/11/2021	37.52
	Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 2	<u>\$1,542.32</u>
			Transactions	
Account 54510 - Other Capital Outlays				
5149 - E&B Paving, INC	20-CCMG Proj.-2020-1 College Mall Rd DES 2001435-App 1	BC 2020-46	06/11/2021	150,243.88
18844 - First Financial Bank, N.A.	20-CCMG Proj.-2020-1 College Mall Rd DES 2001435-App 1		06/11/2021	15,815.15
	Account 54510 - Other Capital Outlays Totals		Invoice 2	<u>\$166,059.03</u>
			Transactions	
	Program 020000 - Main Totals		Invoice 4	<u>\$167,601.35</u>
			Transactions	
	Department 02 - Public Works Totals		Invoice 4	<u>\$167,601.35</u>
			Transactions	
	Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 4	<u>\$167,601.35</u>
			Transactions	



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Fund **730 - Solid Waste (S6401)**

Department **16 - Sanitation**

Program **160000 - Main**

Account **52420 - Other Supplies**

7076 - Beaver Research Company	16-55 gal barrel degreaser truck wash (inc. freight chgs)		06/11/2021	503.25
53442 - Paragon Micro, INC	wireless mouse for Sanitation office		06/11/2021	34.99
	Account 52420 - Other Supplies Totals		Invoice 2 Transactions	\$538.24

Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control for Sanitation Dept. for Inv# 40526	BC 2020-84	06/11/2021	125.00
	Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	\$125.00

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-Wireless Radio Services for 2021-May 2021		06/11/2021	572.05
	Account 53150 - Communications Contract Totals		Invoice 1 Transactions	\$572.05

Account **53210 - Telephone**

13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-#287289748780X05192021		05/31/2021	41.80
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-Inv. 287297421132X05192021		05/31/2021	419.36
	Account 53210 - Telephone Totals		Invoice 2 Transactions	\$461.16

Account **53240 - Freight / Other**

7076 - Beaver Research Company	16-55 gal barrel degreaser truck wash (inc. freight chgs)		06/11/2021	116.57
	Account 53240 - Freight / Other Totals		Invoice 1 Transactions	\$116.57

Account **53510 - Electrical Services**



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223 - Duke Energy	19-CH/off site facilities-electric summary bill-4/9-5/10/21	BC 2010-23	05/27/2021	245.74
	Account 53510 - Electrical Services Totals		Invoice 1	\$245.74
			Transactions	
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-April 2021 management fee		05/27/2021	81.82
	Account 53540 - Natural Gas Totals		Invoice 1	\$81.82
			Transactions	
Account 53610 - Building Repairs				
321 - Harrell Fish, INC (HFI)	19-SA Replacement of Water Heater @ Sanitation Building	BC 2020-75	06/11/2021	3,160.00
	Account 53610 - Building Repairs Totals		Invoice 1	\$3,160.00
			Transactions	
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/19/21	BC 2009-52	06/11/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/19/21		06/11/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-5/26/21	BC 2009-52	06/11/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-5/26/21		06/11/2021	23.26
	Account 53920 - Laundry and Other Sanitation Services Totals		Invoice 4	\$62.20
			Transactions	
Account 53950 - Landfill				
52226 - Hoosier Transfer Station-3140	16-recycling fees - 5/3-5/13/21		06/11/2021	3,542.61
52226 - Hoosier Transfer Station-3140	16-trash disposal fees - 5/1-5/15/21		06/11/2021	15,775.31
	Account 53950 - Landfill Totals		Invoice 2	\$19,317.92
			Transactions	
	Program 160000 - Main Totals		Invoice 16	\$24,680.70
			Transactions	
	Department 16 - Sanitation Totals		Invoice 16	\$24,680.70
			Transactions	
	Fund 730 - Solid Waste (S6401) Totals		Invoice 16	\$24,680.70
			Transactions	



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Fund **800 - Risk Management(S0203)**

Department **10 - Legal**

Program **100000 - Main**

Account **52430 - Uniforms and Tools**

8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-Z. Burnworth (12D)-5/5/21	06/11/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Burleson (10.5M)-5/7/21	06/11/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Morrow (12M)-5/6/21	06/11/2021	90.75
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-C. Rains (12D)-5/8/21	06/11/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-J. Mitchner (12D)-5/7/21	06/11/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-R. Moore (8.5M)-5/8/21	06/11/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-M. Courter (8.5D)-5/8/21	06/11/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Houshour (10.5D)-5/11/21	06/11/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-B. Snedegar (9D)-5/12/21	06/11/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-A. Johnson (11M)-5/14/21	06/11/2021	100.00
8613 - Crane's Leather & Shoe Shop, INC	10-safety shoes-G. May (10D)-5/14/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Reynolds (9 1/2D)-5/12/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Yarbrough (13M)-5/13/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Stong (10M)-5/14/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-R. Hoene (12EE)-4/16/21	06/11/2021	97.99
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Eads (10EW)-4/15/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Wills (7M)-4/15/21	06/11/2021	100.00



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327 - Hoosier Workwear Outlet, INC	10-safety shoes-J. Deckard (15EE)-4/16/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-A. Ketheham (11 1/2M)-5/17/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-K. White (9 1/2M)-5/17/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-D. Turner (8 1/2M)-5/17/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. Henderson (8W)-5/17/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-C. Housel (13M)-5/17/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-M. Tull (7 1/2W)-5/18/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-S. Ira (12W)-5/20/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-T. Taylor (11 1/2W)-5/21/21	06/11/2021	100.00
327 - Hoosier Workwear Outlet, INC	10-safety shoes-L. Nickless (10 1/2 EW)-5/22/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Hanson (9.5)-4/13/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Lavenar (11)-4/13/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Salisbury-4/12/21	06/11/2021	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Sturrock (10)-4/13/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Miller (10)-4/13/21	06/11/2021	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Chambers (11.5)-4/16/21	06/11/2021	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Somes (9)-4/16/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Corns (8.5)-4/16/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-George (10)-4/16/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Sharp (10.5)-4/18/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Tierney (13)-4/27/21	06/11/2021	100.00



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1448 - Shoe Carnival, INC	10-safety shoes-Gilstrap (8.5)-4/28/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Henderson (13)-4/25/21	06/11/2021	99.98
1448 - Shoe Carnival, INC	10-safety shoes-Tracey (9.5)-4/29/21	06/11/2021	50.00
1448 - Shoe Carnival, INC	10-safety shoes-Gocken (10)-4/30/21	06/11/2021	100.00
1448 - Shoe Carnival, INC	10-safety shoes-Gates (10.5)-4/29/21	06/11/2021	89.98
1448 - Shoe Carnival, INC	10-safety shoes-Gaither (8)-4/24/21	06/11/2021	99.98
Account 52430 - Uniforms and Tools Totals		Invoice 44 Transactions	\$4,318.62
Account 53130 - Medical			
3679 - Tony C Walden	10- reimb for physical for CDL-4/28/21	06/11/2021	90.00
Account 53130 - Medical Totals		Invoice 1 Transactions	\$90.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/1121-Inv. 287287430216X05192021	05/31/2021	41.80
Account 53210 - Telephone Totals		Invoice 1 Transactions	\$41.80
Account 53420 - Worker's Comp & Risk			
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - Kinser-202157	05/25/2021	388.38
2618 - Southeastern Indiana Health Operations, INC (SIHO)	10-Siho-TTD - S. Kinser-202160	06/01/2021	388.38
Account 53420 - Worker's Comp & Risk Totals		Invoice 2 Transactions	\$776.76
Program 100000 - Main Totals		Invoice 48 Transactions	\$5,227.18
Department 10 - Legal Totals		Invoice 48 Transactions	\$5,227.18
Fund 800 - Risk Management(S0203) Totals		Invoice 48 Transactions	\$5,227.18
Fund 801 - Health Insurance Trust			



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Department **12 - Human Resources**

Program **120000 - Main**

Account **53990 - Other Services and Charges**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)-May 2021	06/11/2021	1,409.10
	Account 53990 - Other Services and Charges Totals	Invoice 1	<u>\$1,409.10</u>
		Transactions	

Account **53990.1201 - Other Services and Charges Health Insurance**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$644.14	06/02/2021	644.14
17785 - The Howard E. Nyhart Company, INC	12-Nyhart ER Cont \$1380.87	06/03/2021	1,380.87
3928 - Aim Medical Trust	12-June 2021 AIM Insurance Premiums \$960,694.04	06/04/2021	960,694.04
	Account 53990.1201 - Other Services and Charges Health Insurance Totals	Invoice 3	<u>\$962,719.05</u>
		Transactions	
	Program 120000 - Main Totals	Invoice 4	<u>\$964,128.15</u>
		Transactions	
	Department 12 - Human Resources Totals	Invoice 4	<u>\$964,128.15</u>
		Transactions	
	Fund 801 - Health Insurance Trust Totals	Invoice 4	<u>\$964,128.15</u>
		Transactions	

Fund **802 - Fleet Maintenance(S9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	17-pens	06/11/2021	13.63
6530 - Office Depot, INC	17-safety glass cleaner	06/11/2021	51.96
	Account 52110 - Office Supplies Totals	Invoice 2	<u>\$65.59</u>
		Transactions	

Account **52230 - Garage and Motor Supplies**



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50605 - Bauer Built, INC	17-disposal fee for tires-commercial/light truck-4/29/21		06/11/2021	155.00
50605 - Bauer Built, INC	17-tires-8X14.5 Advance Express HD (4)-5/7/21		06/11/2021	341.00
50605 - Bauer Built, INC	17-tires-12N165 X-Tweel SSL2 All Terrain (4)-5/14/21		06/11/2021	3,280.00
4693 - Monroe County Tire & Supply, INC	17-service call tire repair-5/1/21		06/11/2021	96.89
4693 - Monroe County Tire & Supply, INC	17-tires-P265/70R16 Yokohama GEO A/T (4)		06/11/2021	601.00
4693 - Monroe County Tire & Supply, INC	17-tires-265/65TR17 GYear Wrangler (4)		06/11/2021	657.12
Account 52230 - Garage and Motor Supplies Totals			Invoice 6 Transactions	\$5,131.01
Account 52240 - Fuel and Oil				
349 - White River Cooperative, INC	17-Dillman-off road diesel-400 gallons-3/8/21	BC 2019-107A	06/11/2021	984.00
349 - White River Cooperative, INC	17-fuel-PDX4 on Road-6,007 gallons, state fuel tax dr-5/13/21	BC 2019-107A	06/11/2021	16,961.37
349 - White River Cooperative, INC	17-fuel-87 regular-7032 gallons, state fuel tax-5/13/21	BC 2019-107A	06/11/2021	19,937.13
Account 52240 - Fuel and Oil Totals			Invoice 3 Transactions	\$37,882.50
Account 52320 - Motor Vehicle Repair				
244 - Bloomington Ford, INC	17-misc. Ford parts-seal		06/11/2021	21.68
244 - Bloomington Ford, INC	17-misc. Ford parts-brake asy-rear		06/11/2021	287.18
244 - Bloomington Ford, INC	17-misc. Ford parts-sender and pump as/gasket		06/11/2021	428.54
941 - Central Indiana Truck Equipment Corporation	17-stock-adjust flow control (2)		06/11/2021	250.84
941 - Central Indiana Truck Equipment Corporation	17-stock-single hand valve, in-line flow regulator		06/11/2021	456.59
4335 - Circle Distributing, INC	17-misc. parts-thermostat		06/11/2021	18.99
4335 - Circle Distributing, INC	17-misc. parts-pump asm, fuel trfer		06/11/2021	59.78
4335 - Circle Distributing, INC	17-misc. parts-AC compressor for 2011 Ford Super Duty		06/11/2021	359.98



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4335 - Circle Distributing, INC	17-misc. parts-caliper asm-rr brk	06/11/2021	67.59
796 - Interstate Battery System of Bloomington, INC	17-batteries-MT-58, MT-78, MTP-65HD	06/11/2021	351.76
11672 - Jack Doheny Companies, INC	17 - #468 rear curtain and valve plug	06/11/2021	71.89
4439 - JX Enterprises, INC	17-Peterbilt parts-assy-pump module, def doser	06/11/2021	1,078.50
6262 - Koenig Equipment, INC	17 - steering column, cap, washer and instrument pane	06/11/2021	606.35
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock-control valve	06/11/2021	245.08
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17-stock-control valve, element	06/11/2021	446.68
5260 - M&K Holding CO. (M&K Quality Truck Sales)	17 - #958- brakes	06/11/2021	1,560.76
2974 - MacAllister Machinery Co, INC	17-CAT parts-seal	06/11/2021	12.02
2974 - MacAllister Machinery Co, INC	17-CAT parts-valve as, spring, piston, seal	06/11/2021	165.35
680 - NCH Corporation- Partsmaster	17-parts-able ties, fuse maxi blades, brass plugs, bushings	06/11/2021	380.62
16069 - Palmer Trucks, INC	17 - #772 crossmember	06/11/2021	332.60
786 - Richard's Small Engine, INC	17 - #452- air filter	06/11/2021	14.97
786 - Richard's Small Engine, INC	17 - #660 -fan and fan shourd	06/11/2021	51.96
786 - Richard's Small Engine, INC	17 - #660- tires	06/11/2021	199.86
4845 - RPM Machinery, LLC	17 - Chisel paste (includes shipping chgs)	06/11/2021	211.64
4845 - RPM Machinery, LLC	17-return chisel paste (minus shipping chgs)-Inv P41656	06/11/2021	(188.64)
19681 - Southeastern Equipment Co, INC	17 - #452- heat strip tack and filter	06/11/2021	532.98
337 - Stansifer Radio Co, INC	17 - #452- electric part	06/11/2021	17.02
54351 - Sternberg, INC	17-parts-gear asm S205E, core deposit	06/11/2021	1,311.90
54351 - Sternberg, INC	17-core return-5/19/21	06/11/2021	(475.00)



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6216 - Terminal Supply, INC	17-drill bits, elbow	06/11/2021	44.24
6216 - Terminal Supply, INC	17-drill bits, mini fuses	06/11/2021	106.75
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-parts-panel-instpn, IGN	06/11/2021	92.58
2096 - West Side Tractor Sales CO.	17-JD parts-bolts, washers, aux cutt edge	06/11/2021	323.43
2096 - West Side Tractor Sales CO.	17-JD parts-alternator rema	06/11/2021	904.16
Account 52320 - Motor Vehicle Repair Totals		Invoice 34 Transactions	\$10,350.63
Account 52430 - Uniforms and Tools			
7527 - Kenneth Arthur	17 - tool check reimbursement-June 2021	06/11/2021	1,214.36
5918 - Ryan W Hillenburg	17 - tool check reimbursement-June 2021	06/11/2021	1,500.00
5183 - Frank L Robinson	17-tool check reimbursement -June 2021	06/11/2021	1,500.00
4861 - Bradley C Rushton	17-tool check reimbursement -June 2021	06/11/2021	1,500.00
5383 - Michael Glenn Sciscoe	17 - tool check reimbursement-June 2021	06/11/2021	1,500.00
1072 - Keith L Sharp	17-tool check reimbursement -June 2021	06/11/2021	656.91
4878 - James M Smith	17-tool check reimbursement -June 2021	06/11/2021	766.15
Account 52430 - Uniforms and Tools Totals		Invoice 7 Transactions	\$8,637.42
Account 53130 - Medical			
231 - IU Health OCC Health Services	17-F. Robinson-DS Breath Alcohol Test-DOT-4/29/21	06/11/2021	47.00
231 - IU Health OCC Health Services	17-J. Smith-DS Breath Alcohol Test-DOT-4/29/21	06/11/2021	47.00
Account 53130 - Medical Totals		Invoice 2 Transactions	\$94.00
Account 53140 - Exterminator Services			
51538 - Economy Termite & Pest Control, INC	17- Monthly Pest Control for Fleet, INV# 40545	BC 2020-84 06/11/2021	95.00



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	Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	\$95.00
Account 53160 - Instruction			
3472 - Lucy, INC	17-Lucity-Public Admin Consulting Serv-5/2-5/8/21	BC 2021-31 06/11/2021	90.00
3472 - Lucy, INC	17-Lucity-Public Admin Consulting Serv-4/25-5/1/21	BC 2021-31 06/11/2021	1,080.00
	Account 53160 - Instruction Totals	Invoice 2 Transactions	\$1,170.00
Account 53210 - Telephone			
13969 - AT&T Mobility II, LLC	06-cell phone chgs 4/12-5/11/21-#287289748780X05192021	05/31/2021	41.80
	Account 53210 - Telephone Totals	Invoice 1 Transactions	\$41.80
Account 53510 - Electrical Services			
223 - Duke Energy	19-CH/off site facilities-electric summary bill-4/9-5/10/21	BC 2010-23 05/27/2021	(274.84)
	Account 53510 - Electrical Services Totals	Invoice 1 Transactions	(\$274.84)
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-April 2021 management fee	05/27/2021	236.80
	Account 53540 - Natural Gas Totals	Invoice 1 Transactions	\$236.80
Account 53610 - Building Repairs			
321 - Harrell Fish, INC (HFI)	17-repair exhaust fans on roof which were not working-4/23/21	BC 2020-75 06/11/2021	734.21
	Account 53610 - Building Repairs Totals	Invoice 1 Transactions	\$734.21
Account 53620 - Motor Repairs			
4336 - American Eagle Auto Glass of Terre Haute, INC	17-#613 rear window replacement	06/11/2021	250.00
4474 - Ken's Westside Service & Towing, LLC	17-towing 2015 Ford F-150-5/7/21	06/11/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17-towing-Unit #884-5/21/21	06/11/2021	125.00



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4474 - Ken's Westside Service & Towing, LLC	17-towing - Unit #640-5/18/21		06/11/2021	225.00
582 - Town & Country Chrysler Dodge Jeep, INC	17 -#250-OSL coolant leak and battery		06/11/2021	98.00
		Account 53620 - Motor Repairs Totals	Invoice 5 Transactions	<hr/> \$748.00
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-3/17/21	BC 2009-52	06/11/2021	210.61
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-5/19/21		06/11/2021	70.86
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-5/19/21	BC 2009-52	06/11/2021	18.04
19171 - Aramark Uniform & Career Apparel Group, INC	17-mat/towel service-5/26/21		06/11/2021	71.38
19171 - Aramark Uniform & Career Apparel Group, INC	17-uniform rental (minus payroll ded)-5/26/21	BC 2009-52	06/11/2021	18.04
19171 - Aramark Uniform & Career Apparel Group, INC	17-credit for uniforms-ref. Inv. #1824769264	BC 2009-52	06/11/2021	(190.00)
		Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 6 Transactions	<hr/> \$198.93
		Program 170000 - Main Totals	Invoice 72 Transactions	<hr/> \$65,111.05
		Department 17 - Fleet Maintenance Totals	Invoice 72 Transactions	<hr/> \$65,111.05
		Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 72 Transactions	<hr/> \$65,111.05
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-Daily Benefits Card Funding Detail-5/24/2021		05/25/2021	98.83
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-5/25/2021		05/26/2021	306.13
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-05/26/2021		05/27/2021	358.09



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17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-5/27/2021	05/28/2021	140.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2021	186.86
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2021	755.12
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2021	270.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2021	152.89
17785 - The Howard E. Nyhart Company, INC	12-City URM	06/02/2021	13.14
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/03/2021	138.57
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/04/2021	212.78

Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals	Invoice 11	\$2,632.41
	Transactions	

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

17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-05/26/2021	05/27/2021	139.59
17785 - The Howard E. Nyhart Company, INC	12-Daily Benefits Card Funding Detail-5/27/2021	05/28/2021	3.37
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2021	100.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2021	164.58
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2021	264.79
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/01/2021	173.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/03/2021	75.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	06/04/2021	90.70

Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals	Invoice 8	\$1,011.03
	Transactions	

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	06/03/2021	19,792.03
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Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice 1	<u>\$19,792.03</u>
	Transactions	
Program 120000 - Main Totals	Invoice 20	<u>\$23,435.47</u>
	Transactions	
Department 12 - Human Resources Totals	Invoice 20	<u>\$23,435.47</u>
	Transactions	
Fund 804 - Insurance Voluntary Trust Totals	Invoice 20	<u>\$23,435.47</u>
	Transactions	
Grand Totals	Invoice 394	<u><u>\$1,993,976.83</u></u>
	Transactions	



HSA-GYM-Massage- WorkComp

Invoice Date Range 04/01/21 - 05/31/21

Vendor	Invoice No.	Invoice Description	Held Reason	Payment Date	Invoice Amount
Fund 800 - Risk Management(S0203)					
Department 10 - Legal					
Program 100000 - Main					
Account 53420 - Worker's Comp & Risk					
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202135	10-Siho-PPI - 202135		04/16/2021	1,000.00
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202137	10-Siho-TTD - S. Kinser-202137		04/15/2021	193.03
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202139	10-Siho-TTD - Koontz/Kinser-202139		04/19/2021	1,396.96
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202141	10-Siho - WC Administration Fees - 202141		04/22/2021	2,560.00
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202140	10-Siho - WC Claim Fees - 202140		04/22/2021	58,449.61
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202143a	10-Siho-TTD - Kinser/Koontz - 202143		04/26/2021	717.03
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202150	10-Siho-TTD - Kinser-Sharp -202150		05/03/2021	892.67
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202152	10-Siho-TTD - Kinser/Koontz-202152		05/11/2021	892.67
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202153	10-Siho-TTD - Kinser - Koontz -202153		05/18/2021	892.67
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202156	10-Siho Admin Fees- 202156		05/20/2021	919.50
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202155	10-Siho - CLAIM FEES - 202155		05/20/2021	20,534.62
2618 - Southeastern Indiana Health Operations, INC (SIHO)	202157	10-Siho-TTD - Kinser-202157		05/25/2021	388.38
Account 53420 - Worker's Comp & Risk Totals 12					\$88,837.14



HSA-GYM-Massage-WorkComp

Invoice Date Range 04/01/21 - 05/31/21

Program 100000 - Main Totals 12	\$88,837.14
Department 10 - Legal Totals 12	\$88,837.14
Fund 800 - Risk Management(S0203) Totals 12	\$88,837.14

Fund **801 - Health Insurance Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1201 - Other Services and Charges Health Insurance**

3908 - CIGNA Healthcare	040121 Cigna	12-March 2021 Cigna Dental Claims \$44,081.34	04/05/2021	44,081.34
17785 - The Howard E. Nyhart Company, INC	040121HSA	12-Nyhart ER Cont \$693.68	04/01/2021	693.68
17785 - The Howard E. Nyhart Company, INC	040621HSA	12-Nyhart ER Cont \$1002.70	04/06/2021	1,002.70
3928 - Aim Medical Trust	040121	12-April 2021 Aim Medical Trust Premium \$974,238.30	04/08/2021	974,238.30
17785 - The Howard E. Nyhart Company, INC	040821HSA	12-Nyhart ER Cont \$1262.86	04/08/2021	1,262.86
17785 - The Howard E. Nyhart Company, INC	040921HSA	12-Nyhart ER Cont \$3265.55	04/09/2021	3,265.55
17785 - The Howard E. Nyhart Company, INC	041621Grym	12-April 2021 Wellness Reimbursement \$18,700.00	04/16/2021	18,700.00
17785 - The Howard E. Nyhart Company, INC	HSA-4/27/2021	12-HSA ER Contributions-4/27/21	04/27/2021	830.50
17785 - The Howard E. Nyhart Company, INC	0425821HSA	12-Nyhart ER CONT \$664.05	04/28/2021	664.05
17785 - The Howard E. Nyhart Company, INC	043021daily	12-Nyhart ER CONT \$815.71	04/30/2021	815.71
3928 - Aim Medical Trust	May 2021	12-May 2021 AIM Medical Premiums \$982,073.13	05/10/2021	982,073.13
18539 - Life Insurance Company Of North America	April 2021	18-Cigna's Bill Reference # 103094_040121	05/14/2021	4,251.70
17785 - The Howard E. Nyhart Company, INC	050521HSA	12-Nyhart ER CONT \$1186.30	05/05/2021	1,186.30



HSA-GYM-Massage-WorkComp

Invoice Date Range 04/01/21 - 05/31/21

3908 - CIGNA Healthcare	050721Cigna	12-April 2021 Cigna Dental Funding \$40,605.38	05/10/2021	40,605.38
17785 - The Howard E. Nyhart Company, INC	May 2021	12-May Wellness Reimbursements \$19,950.00	05/17/2021	19,950.00
17785 - The Howard E. Nyhart Company, INC	0167543	12-Nyhart GASB Full Valuation FYE 12/31/2021 \$8,200	05/28/2021	8,200.00
17785 - The Howard E. Nyhart Company, INC	HSA-5/21/2021	12-HSA -ER Contribution-5/21/21	05/21/2021	1,914.44
Account 53990.1201 - Other Services and Charges Health Insurance Totals 17				\$2,103,735.64
Program 120000 - Main Totals 17				\$2,103,735.64
Department 12 - Human Resources Totals 17				\$2,103,735.64
Fund 801 - Health Insurance Trust Totals 17				\$2,103,735.64

Fund 804 - Insurance Voluntary Trust

Department 12 - Human Resources

Program 120000 - Main

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

17785 - The Howard E. Nyhart Company, INC	033121daily	12-City/Util URM	04/01/2021	65.49
17785 - The Howard E. Nyhart Company, INC	040121daily	12-City/Util URM	04/05/2021	25.00
17785 - The Howard E. Nyhart Company, INC	040221daily	12-City/Util URM	04/05/2021	10.00
17785 - The Howard E. Nyhart Company, INC	040321daily	12-City/Util URM	04/05/2021	60.00
17785 - The Howard E. Nyhart Company, INC	040621daily	12-City/Util URM	04/07/2021	53.11
17785 - The Howard E. Nyhart Company, INC	040721daily	12-City/Util URM	04/08/2021	32.89
17785 - The Howard E. Nyhart Company, INC	040821daily	12-City/Util URM	04/09/2021	59.31
17785 - The Howard E. Nyhart Company, INC	041121daily	12-City/Util URM	04/12/2021	5.08



HSA-GYM-Massage-WorkComp

Invoice Date Range 04/01/21 - 05/31/21

17785 - The Howard E. Nyhart Company, INC	040921daily	12-City/Util URM	04/12/2021	177.14
17785 - The Howard E. Nyhart Company, INC	041221daily	12-City/Util URM	04/13/2021	63.60
17785 - The Howard E. Nyhart Company, INC	041321daily	12-City/Util URM	04/14/2021	16.76
17785 - The Howard E. Nyhart Company, INC	041421daily	12-City/Util URM	04/15/2021	60.00
17785 - The Howard E. Nyhart Company, INC	041521daily	12-City/Util URM	04/16/2021	49.00
17785 - The Howard E. Nyhart Company, INC	041721daily	12-City/Util URM	04/19/2021	26.02
17785 - The Howard E. Nyhart Company, INC	042021daily	12-City/Util URM	04/21/2021	625.86
17785 - The Howard E. Nyhart Company, INC	042521daily	12-Util URM	04/26/2021	100.00
17785 - The Howard E. Nyhart Company, INC	042321daily	12-City/Util URM	04/26/2021	3.37
17785 - The Howard E. Nyhart Company, INC	042421daily	12-City/Util URM	04/26/2021	35.54
17785 - The Howard E. Nyhart Company, INC	042721daily	12-City/Util URM	04/28/2021	10.00
17785 - The Howard E. Nyhart Company, INC	042821daily	12-City/Util URM	04/29/2021	148.21
17785 - The Howard E. Nyhart Company, INC	042921daily	12-City/Util URM	04/30/2021	325.02
17785 - The Howard E. Nyhart Company, INC	043021 daily	12-City/Util URM	05/03/2021	200.00
17785 - The Howard E. Nyhart Company, INC	050121daily	12-City/Util URM	05/03/2021	284.78
17785 - The Howard E. Nyhart Company, INC	050421daily	12-City/Util URM	05/05/2021	143.83
17785 - The Howard E. Nyhart Company, INC	050521daily	12-City/Util URM	05/06/2021	405.95
17785 - The Howard E. Nyhart Company, INC	050621daily	12-City/Util URM	05/07/2021	25.00
17785 - The Howard E. Nyhart Company, INC	050621	12-Util URM	05/07/2021	10.00
17785 - The Howard E. Nyhart Company, INC	050821daily	12-City/Util URM	05/10/2021	114.95



HSA-GYM-Massage-WorkComp

Invoice Date Range 04/01/21 - 05/31/21

17785 - The Howard E. Nyhart Company, INC	050921daily	12-Util URM	05/10/2021	54.55
17785 - The Howard E. Nyhart Company, INC	050721daily	12-City/Util URM	05/10/2021	60.00
17785 - The Howard E. Nyhart Company, INC	051121daily	12-City/Util URM	05/12/2021	22.24
17785 - The Howard E. Nyhart Company, INC	051221daily	12-City/Util URM	05/13/2021	26.76
17785 - The Howard E. Nyhart Company, INC	051421 daily	12-City/Util URM	05/17/2021	60.00
17785 - The Howard E. Nyhart Company, INC	051621daily	12-Util URM	05/17/2021	20.00
17785 - The Howard E. Nyhart Company, INC	051821daily	12-City/Util URM	05/19/2021	196.22
17785 - The Howard E. Nyhart Company, INC	051921daily	12-City/Util URM	05/20/2021	81.28
17785 - The Howard E. Nyhart Company, INC	DAILY-5/20/2021	12-Daily Benefits Card Funding Detail-5/20/21	05/21/2021	25.00
17785 - The Howard E. Nyhart Company, INC	DAILY-5/21/2021	12-Daily Benefits Card Funding Detail-5/21/21	05/24/2021	141.32
17785 - The Howard E. Nyhart Company, INC	DAILY-5/22/2021	12-Daily Benefits Card Funding Detail-5/22/2021	05/24/2021	63.75
17785 - The Howard E. Nyhart Company, INC	DAILY-5/23/2021	12-Daily Benefits Card Funding Detail-5/23/2021	05/24/2021	60.00
17785 - The Howard E. Nyhart Company, INC	DAILY-5/27/2021	12-Daily Benefits Card Funding Detail-05/26/2021	05/27/2021	139.59
17785 - The Howard E. Nyhart Company, INC	DAILY-5/28/2021	12-Daily Benefits Card Funding Detail-5/27/2021	05/28/2021	3.37

Account **53990.1281 - Other Services and Charges Section 125 - URM- Util** Totals 42 \$4,089.99

Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util**

17785 - The Howard E. Nyhart Company, INC	051121Check Reg	12-Util DDC	05/11/2021	1,197.00
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Account **53990.1282 - Other Services and Charges Section 125 - DDC- Util** Totals 1 \$1,197.00

Account **53990.1283 - Other Services and Charges Health Savings Account**

17785 - The Howard E. Nyhart Company, INC	040921 Payroll	12-Nyhart HSA EE Contributions	04/08/2021	19,283.22
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HSA-GYM-Massage-WorkComp

Invoice Date Range 04/01/21 - 05/31/21

17785 - The Howard E. Nyhart Company, INC	NYHARTEE-4/23/21	12-Nyhart HSA EE Contributions for PPE 04/23/202	04/22/2021	19,776.69
17785 - The Howard E. Nyhart Company, INC	050721HSA	12-Nyhart HSA EE Contributions	05/06/2021	19,732.01
17785 - The Howard E. Nyhart Company, INC	052121payroll	12-Nyhart HSA EE Contributions	05/20/2021	19,961.03
Account 53990.1283 - Other Services and Charges Health Savings Account Totals 4				\$78,752.95
Program 120000 - Main Totals 47				\$84,039.94
Department 12 - Human Resources Totals 47				\$84,039.94
Fund 804 - Insurance Voluntary Trust Totals 47				\$84,039.94
Grand Totals 76				\$2,276,612.72

REGISTER OF CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
6/11/2021	Claims				1,993,976.83
	HSA/WorkComp/MT & Gym/CIGNA	April/May 2021			2,276,612.72
					<u>4,270,589.55</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 **\$ 4,270,589.55**

Dated this 8th day of June year of 2021.

Dana Palazzo President

Beth H. Hollingsworth Vice President

Kyla Cox Deckard 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 _____