

Board of Public Works Meeting

December 21, 2021



The City will offer virtual options, including CATS public access television (live and tape-delayed) and Zoom by using the following link:

<https://bloomington.zoom.us/j/82784655652?pwd=WFpoWkdPOUpPZ1BSeDdhY3BtQVFMQT09>

Public comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person

Topic: Board of Public Works Meeting

Time: Dec 21, 2021 05:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://bloomington.zoom.us/j/82784655652?pwd=WFpoWkdPOUpPZ1BSeDdhY3BtQVFMQT09>

Meeting ID: 827 8465 5652

Passcode: 402398

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 827 8465 5652

Passcode: 402398

Find your local number: <https://bloomington.zoom.us/j/82784655652>

AGENDA
BOARD OF PUBLIC WORKS
December 21, 2021

A Regular Meeting of the Board of Public Work will be held Tuesday, December 21, 2021 at 5:30 p.m. via Zoom by using the following link: <https://bloomington.zoom.us/j/82497104080?pwd=TkY2eWV4b1RRY0NxenpPZFJJcWhRZz09>
The City will offer virtual options, including CATS public access television (live and tape- delayed) and Comments and questions will be encouraged via Zoom or bloomington.in.gov rather than in person.

I. MESSAGES FROM BOARD MEMBERS

II. PETITIONS & REMONSTRANCES

III. CONSENT AGENDA

1. Approval of Minutes December 07, 2021
2. Addendum #1 to 2021 Service Agreement with Economy Termite & Pest Control
3. Addendum #2 with Precision Concrete for Trip Hazard Elimination
4. Addendum #2 with Groomer Construction, Inc., for Concrete Construction & Repairs
5. Addendum #3 with Groomer Construction, Inc., for the Winslow-Henderson Intersection
6. 2022 Service Agreement with Earthkeepers Compost Collection
7. Resolution 2021-71; 2022 Outdoor Dining Program
8. Approval of Payroll

IV. NEW BUSINESS

1. Construction Inspection Contract with VS Engineering, Inc. for the 17th (Monroe to Grant) Multimodal Improvements Project
2. Contract Amendment # 2 for Preliminary Engineering Services with WSP USA Inc. for the Sare Road Multiuse Path and Intersection Improvements Project
3. Contract with Rivertown Construction for the Neighborhood Greenways Project Phase 1
4. Contract for the South Walnut Street (Winslow to Ridgeview) Sidewalk Project
5. Contract with Milestone Contractors for the Park Ridge Resurfacing Project
6. Rejection of Bid(s) for the Downtown Alleys Repaving Phase II Project
7. MOU with CBU for Pedestrian Bridge and Small Structure Inspections
8. MOU with Parks for Pedestrian Bridge and Small Structure Inspections
9. Street Closure Request on N Park Ave from E 9th St to E 10th St from Reed & Sons
10. Contract with MSI Security & Investigations Agency for Patrol of the 4th Street Garage

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, December 07, 2021, at 5:30 pm virtually through Zoom. Dana Henke presiding.

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

Present: Dana Henke
Kyla Cox Deckard
Beth H. Hollingsworth

ROLL CALL

City Staff: Adam Wason – Public Works
April Rosenberger - Public Works
Michael Large - Public Works
Paul Kehrberg - Engineering
Matt Smethurst - Engineering
Russell White – Engineering
Andrew Cibor – Engineering
Patrick Dierkes - Engineering
Jane Kupersmith – Economic & Sustainable Development

Hollingsworth wanted thank all who were involved in moving the patients from the old hospital to the new.

**MESSAGES FROM BOARD
MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

1. Approval of Minutes November 23, 2021
2. 2022 BDUAC Appointees
3. 2022 PEG Content Provider Agreement - MCPL
4. 2022 PEG Content Provider Agreement- WTIU
5. 2022 CATS Funding Agreement
6. 2022 BDU Use Agreement - MCPL
7. 2022 BDU Use Agreement - MCCSC
8. 2022 BDU Use Agreement – Monroe County
9. 2022 BDU Use Agreement – IU Health

CONSENT AGENDA

10. Addendum #1 to 2021 HFI HVAC Service Agreement to include Plumbing
11. 2022 Service Agreement with Trinkle Snowplowing
12. 2022 Service Agreement with Nature's Way
13. 2022 Service Agreement with Indiana Door & Hardware
14. Outdoor Lighting Service Agreement for the W. Gray St., N. Lemon Lane, and W. Fountain Drive Neighborhood
15. Outdoor Lighting Service Agreement for E. Maxwell Lane
16. Outdoor Lighting Service Agreement for the intersection of W 12th & N. Oolitic Drive
17. Approval of Payroll

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

Matt Smethurst, Engineering, presented Construction Contract for the Tapp & Deborah Signal Installation Project. See meeting packet for details.

Board Comments: Hollingsworth wanted to know if the cost was what was expected. Smethurst explained that it came in higher than the Engineer's estimate. The estimate was from earlier in the year and there has been a substantial material price increases since. Hollingsworth asked if there would be flaggers during the closure. Smethurst answered that there will be cone and signs that will indicate which lane is closed at that time. Cox Deckard asked if there were plans in place for signage or driver awareness since this is a new signal. Smethurst explained that typically, once a signal has been constructed, it will be put on flash for a few days to let drivers get used to it before activating it fully. Henke asked if the designs are ADA compliant. Smethurst confirmed.

Hollingsworth made a motion to approve Construction Contract for the Tapp & Deborah Signal Installation Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes Hollingsworth voted yes, Henke voted yes. Motion is passed.

Russell White, Engineering, presented Change Order #1 for the Maxwell Street Sidewalk Project. See meeting packet for details.

Board Comments: None

Hollingsworth made a motion to approve Change Order #1 for the Maxwell Street Sidewalk Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes Hollingsworth voted yes, Henke voted yes. Motion is passed.

Russell White, Engineering, presented Change Order #2 for the Maxwell Street Sidewalk Project. See meeting packet for details.

Board Comments: Hollingsworth asked if this is the final request for funding on this project. White confirmed.

Hollingsworth made a motion to approve Change Order #2 for the Maxwell Street Sidewalk Project. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

NEW BUSINESS

Construction Contract for the Tapp & Deborah Signal Installation Project

Change Order #1 for the Maxwell Street Sidewalk Project

Change Order #2 for the Maxwell Street Sidewalk Project

Adam Wason, Public Works, presented Resolution 2021-70; ROW Permit and Encroachment into the ROW with a Fiber Optic Line on S. Strong Drive on behalf of Emily Herr, Engineering. See meeting packet for details.

Resolution 2021-70; ROW Permit and Encroachment into the ROW with a Fiber Optic Line on S. Strong Drive

Board Comments: Hollingsworth asked if the project was just for two days. Wason confirmed. Cox Deckard asked what would happen if there was a weather delay. Wason said that there is the ability to work through the Mayor's Office and Corporation Counsel if needed on a more emergency based request.

Hollingsworth made a motion to approve Resolution 2021-70; ROW Permit and Encroachment into the ROW with a Fiber Optic Line on S. Strong Drive. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Sidewalk Closures Request from Scannell Properties along Pete Ellis Dr. (December 27, 2021- January 08, 2022). See meeting packet for details.

Sidewalk Closures Request from Scannell Properties along Pete Ellis Dr. (December 27, 2021- January 08, 2022)

Board Comments: Wason asked if Kehrberg had talked to MCCSC. Kehrberg answered that he had emailed them and had not received a response; he will follow up. Henke asked if there had been any concerns from the businesses. Smethurst said that initially there was a concern from a coffee shop, but it had been resolved. Cox Deckard mentioned that it was in the report that everyone would be able to maintain access. Kehrberg confirmed. Cox Deckard asked if IU Health reported back with an affirmative that they would be able to navigate through the closure for ambulance services. Kehrberg said that he received no response. Jeff Fanyo, Bynum Fanyo, said that he had been in contact with IU and EMS facilities had been informed of the original closure and was OK with it, but Fanyo had not gotten a response regarding this updated closure. Cox Deckard asked if IU Health was notified two weeks prior when the closure was first presented. Fanyo responded that they were notified last week. Hollingsworth asked how soon the construction would begin after the storm water infrastructure was completed. Craig Miller, Scannell Properties, answered that there would be ground improvements done first. Dave Lawrence, Shiel Sexton, added that the first dig would hopefully be in January. Cox Deckard said that she is grateful for the cooperation of everyone working together and asked if there could be an update at the next meeting.

Hollingsworth made a motion to approve Sidewalk Closures Request from Scannell Properties along Pete Ellis Dr. (December 27, 2021- January 08, 2022). Corrected the time span to January 09, 2022. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closures Request from Koppers Construction on N. Adams St (December 13, 2021 – December 18, 2021). Explained closure is from December 13, 2021 – December 17, 2021. See meeting packet for details.

Lane Closures Request from Koppers Construction on N. Adams St (December 13, 2021 – December 18, 2021)

Board Comments: Hollingsworth asked how the residents were notified. Kehrberg stated they were notified by letter. Cox Deckard wanted to clarify the dates. Nick Beneke, Koppers Construction, confirmed that the closure is from December 13, 2021 – December 17, 2021.

Hollingsworth made a motion to approve Lane Closures Request from Koppers

Construction on N. Adams St (December 13, 2021 – December 17, 2021). Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Paul Kehrberg, Engineering, presented Lane Closures Request from Duke Energy along E. Moores Pike (Dates TBD). See meeting packet for details.

Board Comments: Hollingsworth asked about the mention of Winfield and Smith. Kehrberg stated that is where the sidewalk closures would be.

Hollingsworth made a motion to approve Lane Closures Request from Duke Energy along E. Moores Pike (February 07, 2022 – March 04, 2022). Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Lane Closure Request from Ignition Arts on S. Walnut (December 08, 2021- December 21, 2021). See meeting packet for details.

Board Comments: Hollingsworth asked about the mention of the sidewalk closure and a walk around. Wason responded that there would be sidewalk detours instead of a walk around because there is no safe way to do a walk around given the equipment that needs to be used.

Hollingsworth made a motion to approve Lane Closure Request from Ignition Arts on S. Walnut (December 08, 2021- December 21, 2021). Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Patrick Dierkes, Engineering, presented Supplemental Agreement No. 1 to Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections. See meeting packet for details.

Board Comments: Henke asked which two pedestrian bridges are City maintained. Dierkes answered that the City maintains a number of pedestrian bridges, including the one recently built on Sare Road as part of the multi-use path.

Hollingsworth made a motion to approve Supplemental Agreement No. 1 to Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Jane Kupersmith, Economic & Sustainable Development, presented Resolution 2021-69; New Mobile Solicitor's License-- Nick of Time Textbooks. See meeting packet for details.

Board Comments: Henke mentioned that they are reviewing a one-month license. Cox Deckard asked if a list of Mobile Solicitors was kept like Mobile Vendors. Kupersmith answered that this solicitor was the only one she had ever encountered.

Hollingsworth made a motion to approve Resolution 2021-69; New Mobile

Lane Closures Request from Duke Energy along E. Moores Pike (Dates TBD)

Lane Closure Request from Ignition Arts on S. Walnut (December 08, 2021- December 21, 2021)

Supplemental Agreement No. 1 to Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections

Resolution 2021-69; New Mobile Solicitor's License-- Nick of Time Textbooks

Solicitor's License--Nick of Time Textbooks. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Adam Wason, Public Works, presented Cooperative Services Agreement with Centerstone of Indiana, Inc. See meeting packet for details.

Cooperative Services Agreement with Centerstone of Indiana, Inc.

Board Comments: Hollingsworth asked if this is a one-year contract. Wason confirmed that it spans through December 31, 2022. Hollingsworth asked about using the Center for snow removal. Wason explained that it is an option and in discussion for certain areas. Henke asked if the wage is a set wage or just what the City pays for those services. Wason explained that the wage is based on the Living Wage Ordinance. Cox Deckard asked if the hours per person is 25 hours per week. Wason confirmed that is the average. Hollingsworth asked if they were paid directly or through Centerstone. Wason said that Centerstone tracks their hours and pays them the living wage rate.

Hollingsworth made a motion to approve Cooperative Services Agreement with Centerstone of Indiana, Inc. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Michael Large, Public Works, presented Change Order #1 for the Bus Improvements Project with River Town Construction. See meeting packet for details.

Change Order #1 for the Bus Improvements Project with River Town Construction

Board Comments: None

Hollingsworth made a motion to approve Change Order #1 for the Bus Improvements Project with River Town Construction. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Michael Large, Public Works, presented Change Order #2 for the Bus Improvements Project with River Town Construction. See meeting packet for details.

Change Order #2 for the Bus Improvements Project with River Town Construction

Board Comments: None

Hollingsworth made a motion to approve Change Order #2 for the Bus Improvements Project with River Town Construction. Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

Wason thanked the Board for its flexibility and understanding with all of the year end changes. Wason sent condolences to the families of two City of Bloomington Utilities' employees.

STAFF REPORTS AND OTHER BUSINESS

Board Comments: Hollingsworth asked about the Bloomington Roller Rink land purchase. Wason stated that this is part of a Right-of-Way acquisition. Andrew Cibor, Engineering, explained that there are a number of properties along 17th Street that the City is acquiring for an upcoming project.

CLAIMS

Hollingsworth made a motion to approve claims in the amount of \$812,807.04.

Cox Deckard seconded. Henke took a roll call vote. Cox Deckard voted yes, Hollingsworth voted yes, Henke voted yes. Motion is passed.

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

ADJOURNMENT

Accepted By:

Dana Henke, President

Beth H. Hollingsworth, Vice-President

Kyla Cox Deckard, Secretary

Date:

Attest to:



Board of Public Works Staff Report

Project/Event:	Addendum #1 to the 2021 Economy Termite & Pest Control, Inc. Service Agreement
Petitioner/Representative:	J.D. Boruff, Public Works
Staff Representative:	J.D. Borruff
Date:	12.21.2021

Report:

This is Addendum #1 for the 2021 Service Agreement with Economy Termite & Pest Control, Inc., to increase the do not exceed amount.

Increase by = \$500.00

New contract amount = \$10,000.00

City of Bloomington Contract and Purchase Justification Form

Vendor: Economy Termite & Pest

Contract Amount: \$10,000

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: 0

Yes No

Met city requirements?

☐

Met item or need requirements?

☐

Was an evaluation team used?

☐

Was scoring grid used?

☐

Were vendor presentations requested?

☐

Was the lowest cost selected? (If no, please state below why it was not.)

☐☒

We renew a service agreement with Economy Termite & Pest, yearly.

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

We are just increasing the Do Not Exceed amount by \$500. NTE now \$10,000. We have already renewed our contract with Economy Termite & Pest Control.

JD Boruff

Facilities Director

Department of Public Works

Print/Type Name

Print/Type Title

Department

ADDENDUM #1 TO 2021 AGREEMENT
Between the
CITY OF BLOOMINGTON
And
ECONOMY TERMITE & PEST CONTROL, INC.

This Addendum #1 increases the not to exceed amount to allow Economy Termite & Pest Control, Inc., to provide additional services at City Facilities, as follows:

1. On November 10, 2020, the Board of Public Works approved the 2021 Agreement with Economy Termite & Pest Control, Inc., for Pest Control Services.
2. **Article 4. Compensation** contained in the original Agreement contained a not to exceed cost of \$9,500.00.
3. Addendum #1 will add an additional \$500.00 to the NTE cost of the Agreement, with a new not to exceed cost of \$10,000.
4. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

By: _____

Dana Henke, President
Board of Public Works

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____

ECONOMY TERMITE & PEST CONTROL, INC.

By: _____

Name and Title

Date: _____



MEMORANDUM

TO: Jackie Moore
FROM: J. D. Boruff
DATE: 11/10/20
RE: Service Contract with Economy Termite & Pest Control, Inc. for Pest Control Services

Funding Source: 101-01-010000-53610 (Animal Care and Control)
101-14-140000-53610 (BPD HQ and Firing Range)
101-14-145000-53610 (Dispatch Center)
101-19-190000-53610 (City Hall)
101-08-080000-53610 (Fire Dept.)
802-17-170000-53610 (Fleet Maintenance)
452-26-260000-53610 (Parking Facilities)
730-16-160000-53610 (Sanitation)
451-20-200000-53610 (Street Dept.)

Total Dollar Amount of Contract: Not to exceed \$9,500.00

Expiration Date of Contract: 12/31/21

Renewal Date for Contract: N/A

Department Head Initials of Approval: Adam Wason

Two handwritten signatures in black ink. The first signature is 'Adam Wason' and the second is 'Jackie Moore'.

Due Date For Signature: 11/10/20

Record Destruction Date (Legal Dept to fill in): 12/31/2031

Legal Department Internal Tracking #: 20-634

PREVIOUSLY REVIEWED BY & RETURN SIGNED CONTRACT TO THIS ATTORNEY: Jackie Moore

ATTORNEY IS TO RETURN SIGNED CONTRACT TO THIS DEPARTMENTAL EMPLOYEE: J. D. Boruff

Summary of Contract:

This contract is for pest control services at City facilities maintained by the Public Works Facilities Division.

**AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
ECONOMY TERMITE AND PEST CONTROL, INC.**

This Agreement, entered into on this 10th day of November, 2020, by and between the City of Bloomington Department of Public Works (the "Department"), and Economy Termite and Pest Control, Inc. ("Contractor").

Article 1. Scope of Services Contractor shall perform repair and maintenance services of the following types: Treatments for current pest infestations and preventative treatments to prevent pest infestations, removal of pests from facilities, inspections of facilities. These services will be performed at City facilities ("Services") for a set price of One Hundred Dollars (\$100.00) per hour, at any time or any day, including holidays. Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before Tuesday, December 31st, 2021, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor's work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with J. D. Boruff, Operations and Facilities Director, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. The invoice shall be sent to: J. D. Boruff, City of Bloomington Public Works, 401 N. Morton, Suite 120, Bloomington, Indiana 47404. Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Contractor: Economy Termite & Pest Control, Inc., 2625 W. Bolin Ln., Bloomington Indiana 47403.

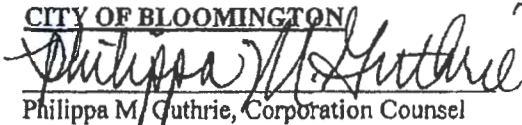
Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

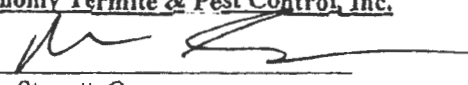
Article 24. Non-Collusion Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion, or agreement with any person relative to the price to be offered by any person nor prevented any person from making an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

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

CITY OF BLOOMINGTON

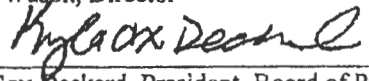

Philippa M. Guthrie, Corporation Counsel

Economy Termite & Pest Control, Inc.


Mike Sterrett, Owner

CITY OF BLOOMINGTON PUBLIC WORKS


Adam Wason, Director


Kyla Cox Deckard, President, Board of Public Works

**EXHIBIT A
E-VERIFY AFFIDAVIT**

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

AFFIDAVIT

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

1. The undersigned is the Owner of Economy Termite and Pest Control Inc
(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.

Mike Serrett
Signature

Mike Serrett
Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Mike Serrett
and acknowledged the execution of the foregoing this 27th day of November, 2020.

LeAnna J. Bebb
Notary Public's Signature

My Commission Expires: 8/4/2024

LeAnna J. Bebb
Printed Name of Notary Public

County of Residence: Monroe

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2020.

Economy Termite & Pest Control, Inc.

By: _____

Mike Sterrett

STATE OF INDIANA)
) SS:
COUNTY OF Monroe)

Before me, a Notary Public in and for said County and State, personally appeared Mike Sterrett and acknowledged the execution of the foregoing this 27th day of November, 2020.

LeAnna J. Babb
Notary Public's Signature

My Commission Expires: 8/4/2024

LeAnna J. Babb
Printed Name of Notary Public

County of Residence: Monroe



Board of Public Works Staff Report

Project/Event: Contract Service Agreement
Petitioner/Representative: Street Department
Staff Representative: Joe Van Deventer
Meeting Date: December 21, 2021

Precision Concrete, Inc., is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete Services will correct 1,436 trip hazards. This is a continuous project to repair trip hazards within the City for Recover Forward Project.

☒ **Precision Concrete, Inc.** **\$ 75,000 increase in Addendum #2**

City of Bloomington Contract and Purchase Justification Form

Vendor: Precision Concrete, Inc.

Contract Amount: \$ 75,000 added in Add #2

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 type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input checked="" 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.

# of Submittals:	Yes	No
Met city requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Met item or need requirements?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Was an evaluation team used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Was scoring grid used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Were vendor presentations requested?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Was the lowest cost selected? (If no, please state below why it was not.)

Yes ☒ No ☐

Service agreement #BC 2021-074 approved at Board of PW meeting on 8/17/21. Original cost \$50,000

Addendum #1 BC 2021-121 approved by BPW on 11/9/2021 added \$50,000 to SA

Addendum #2 for approval on 12/21/21 would add \$75,000 to SA

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

Precision Concrete extending service contract \$75,000 for concrete construction and repair services for the Recover Forward Project.

Precision Concrete, Inc. is proposing a saw cut solution (not grinding) for the City of Bloomington, to remove sidewalk trip hazards on sidewalks located in various locations. Trip hazards will be eliminated leaving a maximum running slop (ramp) of 1:8 as permitted to meet ADA requirements. Precision Concrete, Inc., will correct 1,436 trip hazards.

Joe VanDeventer

Street Department

Print/Type Name

Print/Type Title

Department



1896 Goldeneye Drive, Holland MI 49424
Phone: 616.403.1140 FAX: 616.582.5951
www.IndianaSafeSidewalks.com

December 13, 2021

City of Bloomington

Attn: Joe Van Deventer, Director of Street Operations
1981 S Henderson
Bloomington, IN 47401

Phone: (812) 349-3448 Cell: (812) 327-3336 Email: vandevj@bloomington.in.gov

Subject: **SIDEWALK TRIP HAZARD ELIMINATION, Proposal for City of Bloomington IN, 2022**

Joe,

We appreciate the opportunity to submit this proposal for the City of Bloomington. Total cost for this project will **not exceed \$75,000** based on an agreed scope and job rate. Upon your review and acceptance of this proposal, **please sign and return** (or submit a valid purchase order referencing this proposal) via FAX to (616) 582-5951 or email us at info@PCCMich.com.

We will provide a W-9 for your files and have our proof of insurance (an ACORD) emailed directly to your attention by our insurance provider. Let us know if any additional information or documents are required before we begin work. We appreciate the opportunity to provide our service.

Precision Concrete Cutting

Precision Concrete Cutting (PCC) has been removing trip hazards from uneven sidewalks and other concrete walkways across the nation for over 25 years. As the industry leader in technology and price, PCC can reduce liability associated with uneven sidewalk and help meet ADA compliance with a method more effective and less expensive than alternatives. PCC utilizes its patented tools and processes that it has developed and refined for trip hazard removal. Not only is trip hazard removal the specialty of PCC... it's the only thing we do. PCC has dozens of locations across the country. Precision Concrete, Inc. is the locally licensed business unit serving Michigan, Indiana, Central Illinois, and Missouri that leverages the proven tools, process, and training to provide this service.

The Advantage

The Precision Concrete Cutting (PCC) service removes the entire trip hazard from side to side on the entire sidewalk while other methods of repair often leave a portion of the trip hazard. Not only can PCC reach the edges of every sidewalk, we can remove trip hazards from virtually any angle and at any location. Trip hazards caused by cracked concrete or located in hard-to-reach places such as in gutters or adjacent to a wall, post, or railing will be eliminated without any damage to nearby impediments. **There is no other process of trip hazard removal available with the quality, flexibility, and diversity as that of PCC.**



Quality

The Precision Concrete Cutting (PCC) process involves the measurement of every sidewalk trip hazard identified. PCC inspects the sidewalks and takes specific measurements to identify and log each trip hazard size and location. These measurements are used to determine the size of repair that is required, and to guarantee that the repair is made to dimensional specifications.

The PCC finished repair is aesthetically pleasing, smooth, and of superior quality compared to alternatives. It does not leave grooves in the surface of the concrete, it is not uneven, and is left with an acceptable coefficient of friction to not create slip hazards.



Environmental & Community Friendly

The Precision Concrete Cutting (PCC) process does not require heavy equipment in the work area. The PCC equipment is small and maneuvered about by individual employees. No damage is created to buildings, landscaping, irrigation systems, or the surrounding environment. Complete cleanup of the work area is performed and dust abatement systems minimize dust. All materials removed are properly recycled.

PCC utilizes a patented dust collection system to keep dust to a minimum while performing its work. This is a great benefit over other repair processes that leave the area covered in concrete dust or slurry. PCC also cleans up the removed concrete and debris created while performing the repairs and disposes (for recycle) of it as part of the service. Being a complete solution, no follow-on tasks are required of City of Bloomington staff. Sidewalks remain open with only minor disruption while PCC moves thru an area performing the trip hazard removals.



As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. For example, **removing and replacing just 50 sidewalk panels would result in approximately 60,000 lbs of concrete being removed** (your average 5' x 5' panel weighs about 1,200 lbs). Using Precision Concrete Cutting, sidewalk trip hazard removal can be accomplished by removing about 400 lbs of concrete that will be recycled. No heavy equipment or hauling is required. Also, there is no damage to trees or adjoining landscape with Precision Concrete Cutting.



Real Savings

Precision Concrete Cutting (PCC) leverages new technology and unique equipment to perform sidewalk repairs at a 70-80% cost savings compared to sidewalk replacement. It is estimated that this project will **save City of Bloomington over \$356,000 on repairs.**

Professional Plan and Approach

Precision Concrete Cutting (PCC) will conduct a pre-construction planning meeting with the City of Bloomington designated contact(s) using a PCC Project Manager to establish priorities, a high-level schedule for each job site, review risks/constraints, and safety plans. The Project Manager will assure schedule, scope, and budget objectives are attained for the project. The PCC Delivery Manager will assure quality and safety objectives are attained during the onsite work phase of the project.

PCC will deploy a well-marked light-duty pickup truck/van and full logo trailer used to mobilize up to three (3) full sets of cutting equipment and operators. Safety cones are placed wherever the truck/van and trailer park and they are placed on the sidewalks in front of and behind the operator area to assure pedestrian safety during cutting. All PCC staff (including project manager) wears high-visibility safety vests whenever they are outside their vehicle.



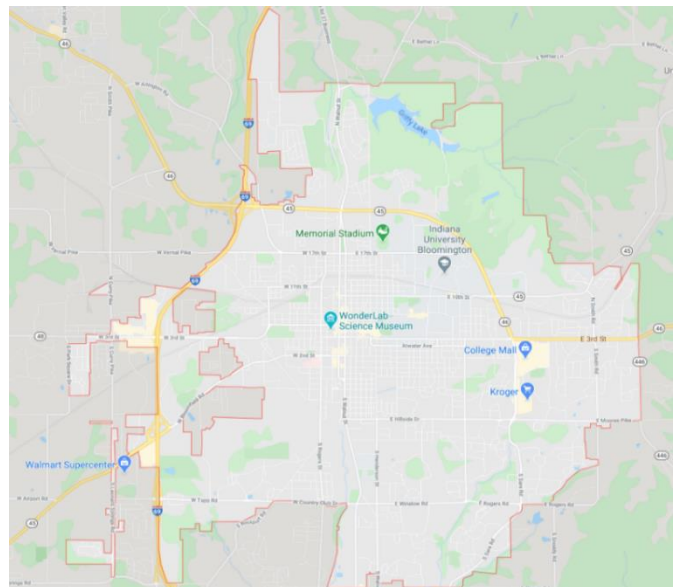
Scope and Cost

Precision Concrete Cutting (PCC) is proposing a SAW CUT solution (NOT GRINDING) for the City of Bloomington to remove sidewalk trip hazards at select locations, determined by the city, on walkways located in Bloomington, IN. PCC would typically bill for this project at the rate of \$50 per Inch Foot (defined as the average inch height of the trip hazard x linear feet of the hazard). PCC is estimating about 1,974 Inch Feet of cutting for a total cost of **\$98,684**. However, with the 2021 municipal discount pricing applied, **total cost for this project will not exceed \$75,000***.

The sidewalk trip hazards are defined as differentials in the walkway of .375" high up to (including) 1.5" high. Trip hazards will be eliminated leaving a maximum running slope (ramp) of 1:8 as permitted to meet ADA requirements. **For this project, it is estimated that PCC will correct about 1,436 trip hazards** requiring up to 1,974 Inch Feet (or 5,263+ lineal feet) of cutting;

Job No. (Area)	Location	RR (Remove and Replace) or out of scope	Estimated # of Trip Hazards to be Cut	Estimated Linear Feet	Estimated Inch Feet	Cost
1	Area 1 determined by City	0	218	782	293.27	\$14,663.25
2	Area 2 determined by City (as budget allows)	0	218	781	292.92	\$14,645.96
3	Area 3 determined by City (as budget allows)	0	200	740	277.50	\$13,875.00
4	Area 4 determined by City (as budget allows)	0	200	740	277.50	\$13,875.00
5	Area 5 determined by City (as budget allows)	0	200	740	277.50	\$13,875.00
6	Area 6 Determined by City (as budget allows)	0	200	740	277.50	\$13,875.00
7	Area 7 determined by City (as budget allows)	0	200	740	277.50	\$13,875.00
	Totals	0	1,436	5,263	1,973.68	\$98,684.21
					Additional Services:	\$0.00
					Travel and Expenses:	\$0.00
					Municipal Discount* :	-\$23,684.21
					Net Proposed Total:	\$75,000.00

*2021 Municipal discount will apply if project accepted prior to January 31, 2022 and completed by April 30, 2022 (weather permitting).



Sole Source Status

The technology that Precision Concrete Cutting uses to remove trip hazards has been developed and patented by Precision Concrete Cutting based in Provo, UT. Precision Concrete Cutting and its local branches are the only companies authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Patent No. 6,827,074
U.S. Patent No. 6,896,604
U.S. Patent No. 7,000,606

U.S. Patent No. 7,143,760
U.S. Patent No. 7,201,644
U.S. Patent No. 7,402,095

These patent numbers and the Precision Concrete Cutting (PCC) licensing agreement make Precision Concrete, Inc. a sole source for trip hazard removal in Indiana using this technology.

Invoicing

A Precision Concrete Cutting (PCC) invoice will be issued for work completed at the conclusion of the project. Payment terms are net 15 days from the date work is completed unless contract states otherwise. PCC will not charge the City of Bloomington additional fees for mobilization, setup, cleanup, or travel / expenses. All such fees are included in the proposed price.

An itemized invoice listing the location of each trip hazard resolved will be listed and can be provided in hard copy or soft copy as required by the City of Bloomington. This itemized list provides the City of Bloomington with a completely auditable summary of the work performed by PCC. It is also a document that can support the fact that your organization has a proactive sidewalk maintenance program in place.

Summary

Precision Concrete Cutting is very interested in working with the City of Bloomington to deliver a proactive and cost-effective sidewalk maintenance program to help with the efforts of ADA compliance and reduce liabilities associated with sidewalk trip hazards. Our goal is to develop a long-term relationship in which we can help the City of Bloomington achieve its annual sidewalk maintenance objectives.



Thank you for your consideration. Signature and date below confirms your acceptance of this proposal.

Rick Anderson, Business Dev Manager, Indiana
and **Mark Bonkowski** (President)

Precision Concrete, Inc.
1896 Goldeneye Drive
Holland MI 49424

(317) 618-0611 Cell

(616) 403-1140 Office
(616) 582-5951 Fax

Federal ID #: 80-0183496

customer

authorized signature / date

printed name / title

ADDENDUM #2 TO 2021 AGREEMENT

Between the

CITY OF BLOOMINGTON

And

PRECISION CONCRETE, INC.

This Addendum #2 increases the not to exceed amount which will allow Precision Concrete, Inc., to perform additional trip hazard elimination at various sidewalk locations, as follows:

1. On August 17, 2021, the Board of Public Works approved the 2021 Agreement with Precision Concrete, Inc., for elimination of trip hazards on sidewalks at various locations.
2. On November 9, 2021, the Board of Public Works approved Addendum #1 which added an additional \$50,000 to the original contract.
3. **Article 4. Compensation** contained in the original Agreement contained a not to exceed cost of \$50,000.00. On November 9, 2021, the Board of Public Works approved Addendum #1 which added an additional \$50,000 to the original contract.
4. Addendum #2 will add an additional \$75,000 to the NTE cost of the Agreement, with a new not to exceed cost of \$175,000.
5. In all other respects, the Agreement shall remain in effect as originally written.

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

CITY OF BLOOMINGTON

PRECISION CONCRETE, INC.

By: _____
Dana Henke, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____
John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: Addendum #2 to Concrete Services Agreement
with Groomer Construction, Inc. for Recover
Forward Project

Petitioner/Representative: Street Department

Staff Representative: Joe VanDeventer

Date: December 21, 2021

Report:

Groomer Construction to increase compensation by \$ 75,000 for concrete construction and repair services to sidewalks for the Recover Forward Project.

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: \$ 75,000 add'l

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

Met city requirements?

☒
☐

Met item or need requirements?

☒
☐

Was an evaluation team used?

☐
☒

Was scoring grid used?

☐
☒

Were vendor presentations requested?

☐
☒

Was the lowest cost selected? (If no, please state below why it was not.)

☒
☐

Service agreement #BC 2021-03 approved at Board of PW meeting on 1/19/21 for \$150,000.

Addendum #1 approved on 11/9/2021 with \$50,000 added.

Addendum #2 for approval on 12/21/2021 for additional \$75,000.
Total NTE would be \$275,000.

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

Groomer Construction extending service contract \$75,000 for concrete construction and repair services for the Recover Forward Project.

Joe VanDeventer

Street Department

Print/Type Name

Print/Type Title

Department

Groomer Construction, Inc.
Richard Groomer
6535 W. Ison Rd.
Bloomington, Indiana 47403
Ph# 812-825-2758, Fax# 812-825-2758
e-mail: groomconst2758@yahoo.com

Date: December 13, 2021

To: City of Bloomington
Street Dept
1981 S. Henderson
Bloomington, Indiana 47404

To Whom It may Concern Groomer Construction Inc will extend their contract for city sidewalk for additional \$75,000.00

Thank You,
Groomer Construction Inc
Richard Groomer/ President
6535 w Ison Rd
Bloomington, Indiana 47403
812-825-2758
E-Mail: groomconst2758@yahoo.com

ADDENDUM #2 TO 2021 AGREEMENT

Between the

CITY OF BLOOMINGTON

And

GROOMER CONSTRUCTION, INC.

This Addendum #2 increases the not to exceed amount which will allow Groomer Construction, Inc., to perform additional concrete services, as follows:

1. On January 19, 2021, the Board of Public Works approved the 2021 Agreement with Groomer Construction, Inc., for concrete construction and repair services at various locations.
2. On November 9, 2021, the Board of Public Works approved Addendum #1 to the original contract.
3. **Article 4. Compensation** contained in the original Agreement contained a not to exceed cost of \$150,000.00. On November 9, 2021, the Board of Public Works approved Addendum #1 which added an additional \$50,000 to the original contract.
4. Addendum #2 will add an additional \$75,000 to the NTE cost of the Agreement, with a new not to exceed cost of \$275,000.
5. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #2 to be executed the day and year last written below:

CITY OF BLOOMINGTON

GROOMER CONSTRUCTION, INC.

By: _____

Dana Henke, President
Board of Public Works

Date: _____

By: _____

Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____

By: _____

Name and Title

Date: _____



Board of Public Works Staff Report

Project/Event: Addendum #3 with Groomer Construction Inc. for their 2021 Service Agreement

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 12/21/2021

Report: This addendum is for work the Engineering Department would like performed at the northwest corner of Winslow Rd and Henderson St. The work will provide a smooth transition from the street to the north-south curb ramp. The addendum will also fund the installation of standing curb along the drive approach to the property at 237 E Winslow Rd. The curb installation will correct an issue with vehicles driving through the grass created by the recently completed City project.

The addendum will increase the contract by \$9,575.00 bringing the contract new not to exceed amount to \$284,575.00. Public Works funding source: 101-07-070000-54310

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	N/A	--
Design Services Contract	N/A	--
Design Supplemental Agreement #1	N/A	--
Construction Contract	Approved	1/19/2021
Const. Contract Supplement #1	Approved	11/9/2021
Const. Contract Supplement #2	Current Item	12/21/2021
Const. Contract Supplement #3	Current Item	12/21/2021

City of Bloomington Contract and Purchase Justification Form

Vendor: Groomer Construction, Inc.

Contract Amount: 284,575.00

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 type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input type="checkbox"/> Invitation to Bid (1TB)	<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 :	Yes	No	Was the lowest cost selected? (If no, please state below why it was not.)
Met city requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
Met item or need requirements?			
Was an evaluation team used?			
Was scoring grid used?	<input type="checkbox"/>	<input type="checkbox"/>	
Were vendor presentations requested?	<input type="checkbox"/>	<input type="checkbox"/>	

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

This is an existing contract that is being extended to cover additional work being requested.

 Patrick Dierkes

Print/Type Name

 Project Engineer

Print/Type Title

 Engineering

Department

PROPOSAL

Date: Nov. 17th, 2021

Name: City of Bloomington

Address:

City, State:

ATTEN: Patrick Dierkes

Ph# 812-318-2507

Fax#

E-Mail: Patrick.dierkes@bloomington.in.gov

Dear Customer,

The Undersigned proposes to furnish all material and all labor necessary to complete the following:

WINSLOW TRAIL CORRECTION WORK

Mill & Overlay at handicap ramp at the northwest corner of Winslow & Henderson and overlay in accordance with blue print supplied by city of Bloomington engineering Dept.

And install approx. 33 lin ft of concrete curb at Spicer Building

Total \$9575.00

All of the above work to be completed in a substantial and workmanship like manner for the sum of as quoted above.

Payments to be made upon completion as the work progresses to the value of 100% (100%) per cent of all work completed. The entire amount of contract to be paid upon completion. Unpaid balance will incur interest at 1.5% per month. This contract has a two year warranty only.

Any alterations or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for the same, and will become extra charge over the sum mentioned in this contract. All changes must be in writing.

The contractor agrees to carry workmen's Compensation and Public Liability Insurance, also to pay all sales taxes, Unemployment Compensation Taxes on the labor furnished under this contract, as may be required by the United States Government and the state in which this work is performed.

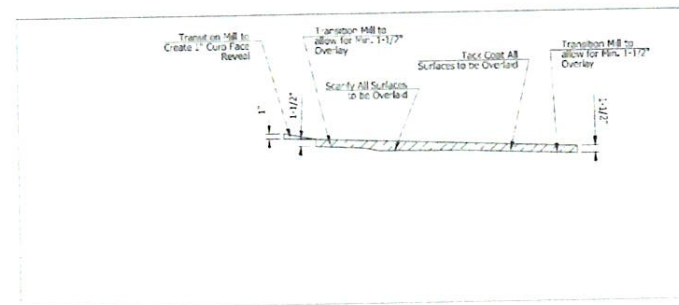
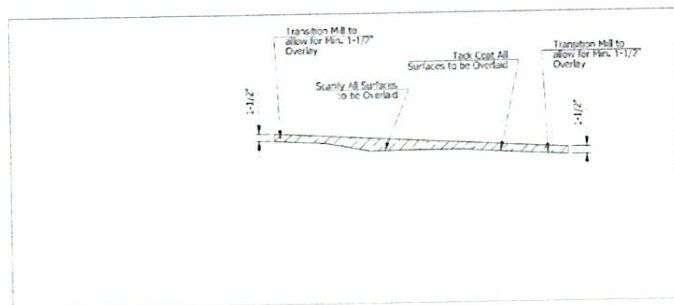
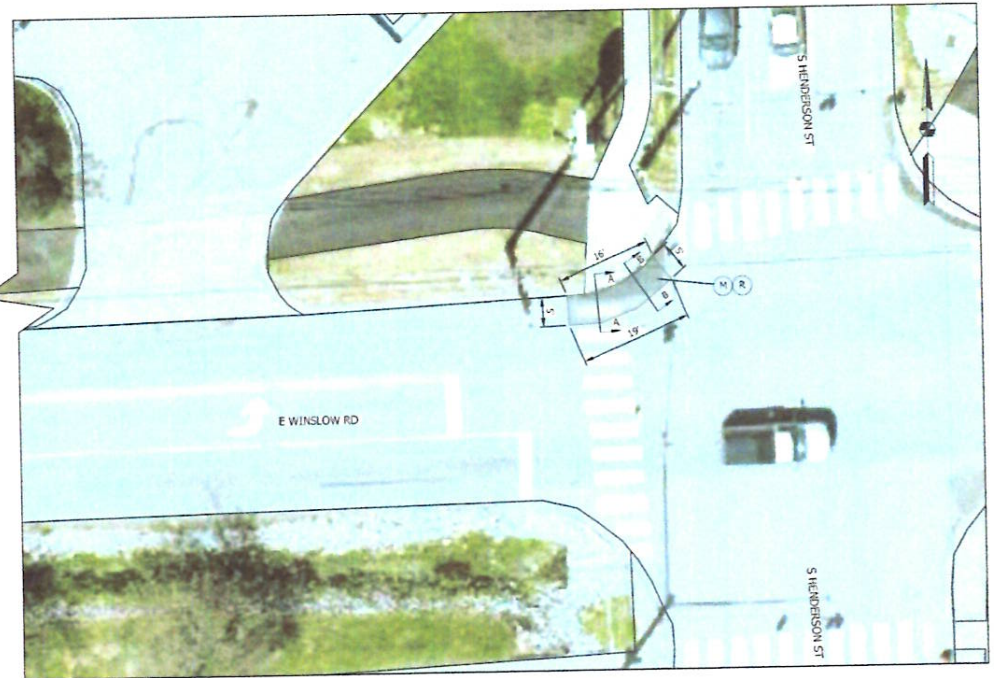
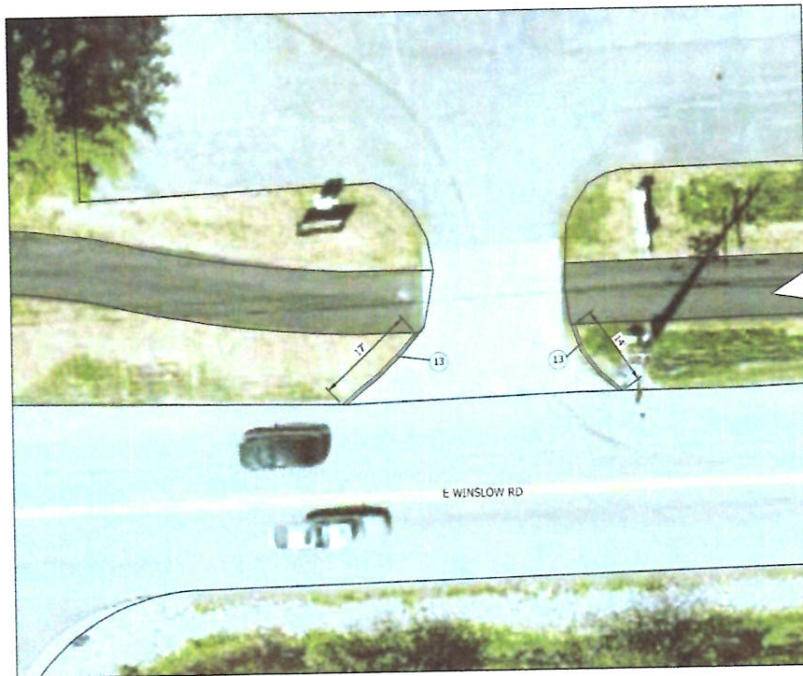
Our workers are fully covered by workers compensation insurance. In the event buyer shall fail to pay any amount when come due such amount shall bear interest from the time they are due until paid at the rate of 24% per annum. If contract is placed in the hands of an attorney for collection or if collected by any legal proceedings, buyer agrees to pay seller its reasonable attorney's fees incurred in connection with the enforcement of this contract. Seller may have a right to file lien against the project and that it is the attention of the seller to do so in the event the buyer does not timely fulfill its payment obligations herein.

Respectfully Submitted,
Groomer Construction, Inc.
6535 W. Ison Rd.
Bloomington, Indiana 47403
Ph# 812-825-2758, Fax# 812-825-2758

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to compete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

DATE: _____ Signed _____



- (13) Concrete Curb
- (14) Transition Milling, Asphalt, 0 to 1 1/2 in.
- (15) Variable Depth MMA Surface, Type B

DESIGNED: <u>PRD</u>	CITY ENGINEER: <u>DAY</u>
CHECKED: <u>PRD</u>	CITY ENGINEER: <u>DAY</u>

CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT

WINSLOW TRAIL
CORRECTION WORK

PROJECT SCALE	BRIDGE SCALE
1" = 10'	1" = 10'
VERTICAL SCALE	THICKNESS SCALE
1" = 1'	1" = 1'
SUBMIT DATE	SHEET NO.
10/1/10	1 of 1
CONTRACT	PROJECT
10/1/10	WINSLOW TRAIL CORRECTION WORK



Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

Winslow Trail Correction Work

3 messages

Teresa Groomer <groomconst2758@yahoo.com>

Tue, Dec 7, 2021 at 2:23 PM

To: "patrick.dierkes@bloomington.in.gov" <patrick.dierkes@bloomington.in.gov>

Patrick

Here is the proposal for the Winslow Trail Correction work project.

Thank You

Teresa Groomer

Office Manager

Groomer Construction Inc

**Winslow Trail Correction Work.pdf**

638K

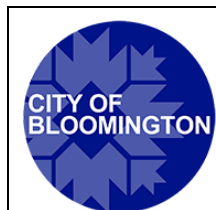
Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

Wed, Dec 8, 2021 at 1:37 PM

To: Teresa Groomer <groomconst2758@yahoo.com>

Thank you for sending the quote, Teresa. I want to check if the price includes maintenance of traffic? With this work taking place at the busy intersection I want to make sure the pricing includes the signage, cones and traffic control needed to complete the work.

Patrick

**Patrick Dierkes, PE**

Project Engineer

Engineering Department

City of Bloomington

patrick.dierkes@bloomington.in.gov

812-318-2507

[Quoted text hidden]

Teresa Groomer <groomconst2758@yahoo.com>

Fri, Dec 10, 2021 at 5:48 PM

To: Patrick Dierkes <patrick.dierkes@bloomington.in.gov>

Patrick

Yes, this price includes everything

Thank You

Teresa Groomer

Office Manager

Groomer Construction Inc

[Quoted text hidden]

ADDENDUM #3 TO 2021 AGREEMENT

Between the

CITY OF BLOOMINGTON

And

GROOMER CONSTRUCTION, INC.

This Addendum #3 increases the not to exceed amount which will allow Groomer Construction, Inc., to perform additional concrete services, as follows:

1. On January 19, 2021, the Board of Public Works approved the 2021 Agreement with Groomer Construction, Inc., for concrete construction and repair services at various locations.
2. On November 9, 2021, the Board of Public Works approved Addendum #1 to the original contract, which increased the compensation for services by \$50,000.00.
3. On December 21, 2021, the Board of Public Works is anticipated to approve Addendum #2, which will increase compensation by \$75,000.00.
4. **Article 4. Compensation** contained in the original Agreement contained a not to exceed cost of \$150,000.00. On November 9, 2021, the Board of Public Works approved Addendum #1 which added an additional \$50,000 to the original contract. On December 21, 2021, the Board of Public Works approved Addendum #2 which added \$75,000.00.
5. Addendum #3 will add an additional \$9, 575.00 to the NTE cost of the Agreement, with a new not to exceed cost of \$284,575.00.
6. In all other respects, the Agreement shall remain in effect as originally written.

IN WITNESS WHEREOF, the parties have caused this Addendum #3 to be executed the day and year last written below:

CITY OF BLOOMINGTON

GROOMER CONSTRUCTION, INC.

By: _____
Dana Henke, President
Board of Public Works

By: _____

Name and Title

Date: _____

Date: _____

By: _____
Adam Wason, Director
Public Works Department

Date: _____

By: _____

John Hamilton, Mayor

Date: _____



Board of Public Works Staff Report

Project/Event: 2022 Earthkeepers Compost Collection Service Agreement

Petitioner/Representative: Green Camino dba Earthkeepers

Staff Representative: Lauren Clemens

Meeting Date: December 21, 2021

Andrea Conway, owner of Green Camino dba Earthkeepers would like to operate a community composting cabinet in the City Hall parking lot. Placing a community composting cabinet in the City Hall parking lot is a change from the previous service agreement with Earthkeepers and must receive approval from the Board of Public Works before the agreement is finalized. The Department of Economic & Sustainable Development has reviewed the request and will confirm that all rules and regulations have been met prior to installation of the community composting cabinet in consultation with Facilities Director James Boruff.

The composting service agreement will be in place for 1 year until December 31, 2022.

Staff is supportive of the request.

Lauren Clemens

**AGREEMENT BETWEEN
CITY OF BLOOMINGTON
ECONOMIC AND SUSTAINABLE DEVELOPMENT DEPARTMENT
AND
GREEN CAMINO, INC. DBA EARTHKEEPERS FOR COMPOST COLLECTION**

This Agreement, entered into on this 10th day of December, 2021, by and between the City of Bloomington Department of Economic and Sustainable Development (the “Department”), and Green Camino, Inc. dba Earthkeepers (“Contractor”).

Article 1. Scope of Services

The Contractor shall provide the Services as specified in Exhibit A, “Proposal and Scope of Work,” attached hereto and incorporated into this Agreement. These services include the following:

- (A) Placement of two (2) compost collection containers with lids within staff kitchen areas inside of Bloomington City Hall at 401 N. Morton Street (“City Hall”).
- (B) Placement of up to six (6) buckets in City facilities, including one (1) bucket at Bloomington Transit Center and up to four (4) buckets at the Animal Shelter. One (1) bucket will be placed at Utilities and will be billed to Utilities. Additional locations may be added by mutual agreement of the parties by amending Exhibit A.
- (C) Installation and maintenance of a community compost drop-off cabinet in the parking lot of City Hall. Additional locations may be added by mutual agreement of the parties by amending Exhibit A.

Contractor shall collect and remove all compost containers every week and replace them with fresh compost collection containers. Contractor shall provide instructional signage and engagement opportunities to facilitate the City’s efforts in composting organic waste. For any new sites identified in 2022, the Contractor will provide two (2) lunchtime seminars, signage, and communications.

Contractor will provide staffing, signage, and up to five (5) 32-gallon Organics rollers for two (2) employee events and three (3) community events to be determined by the Assistant Director of Sustainability. Contractor also agrees to provide the Assistant Director of Sustainability with monthly composting reports as specified in Exhibit A.

For the drop-off cabinet, Contractor shall provide the compost drop-off bins and all related materials to operate them for the Contractor’s; keep the compost bins clean and ensure the immediate area remains free of debris, including food waste and compost; service the compost drop-off bins and cabinets at least once each week to remove all accumulated compost, inspect and assess the capacity and condition of the drop-off cabinet; post appropriate signage about the drop-off bins and the subscription service; be responsible for the drop-off, placement, and pick-up of all bins and related supplies. Contractor shall report any issues to the City of Bloomington Facilities Director J.D. Boruff.

Article 2. Standard of Care

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

Article 3. Responsibilities of the Department

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

Article 4. Compensation

The Department shall pay the Contractor for all fees and expenses in an amount not to exceed Ten Thousand Dollars (\$10,000.00). Invoices may be sent via first class mail postage prepaid or via email. Payment will be remitted to the Contractor within forty-five (45) days of receipt of the invoice. The Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1.

The invoice shall be sent to:

ATTN: Lauren Clemens
City of Bloomington
401 N. Morton, Suite 150
Bloomington, Indiana 47404

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the Department are at any time not forthcoming or are insufficient, through

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

Article 6. Schedule

The Contractor shall perform the Services every week or as needed for a period of one (1) year. 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 Department may terminate or suspend performance of this Agreement at the Department's prerogative at any time upon written notice to Contractor.

The Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the Department and the Department shall pay the Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services. Upon termination or suspension of this Agreement, all finished or unfinished reports, collections of data, and other documents generated by the Consultant in connection with this Agreement shall become the property of the Department, as set forth in Article 9 herein.

Article 8. Identity of the Contractor

The Contractor acknowledges that one of the primary reasons for its selection by the Department to perform the Services is the qualifications and experience of the Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor.

The Contractor shall not subcontract any part of the Services without the prior written permission of the Department. The Department reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-Contractors, and the Department reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 9. Ownership of Documents and Intellectual Property

All documents, reports, collections of data, and drawings and specifications, including digital format files, prepared by the Consultant and furnished to the Department as part of the Services shall become the property of the Department.

Article 10. Independent Contractor Status

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

Article 11. Indemnification

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

Article 12. Insurance

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

- a. General Liability Insurance, with a minimum combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
- b. Automobile Liability Insurance, with a minimum combined single limit of \$500,000 for each person and \$500,000 for each accident. All insurance policies shall be issued by an insurance company authorized to issue such insurance in the State of Indiana. Consultant shall also provide evidence of any official exemptions from coverage, including for Worker's Compensation Insurance. The City of Bloomington, the Department, and the officers, employees and agents of each shall be named as insureds under the General Liability and Automobile Policies and such policies shall stipulate that the insurance will operate as primary insurance and that no other insurance of the City's will be called upon to contribute to a loss hereunder.

The Contractor shall provide evidence of each insurance policy to the Department prior to the commencement of work under this Agreement. Approval of the insurance by the Department shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these

provisions, or fails or refuses to furnish the Department's required proof that the insurance has been procured and is in force and paid for, the Department shall have the right at its election to terminate the Agreement.

Article 13. Conflict of Interest

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

Article 14. Waiver

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

Article 15. Severability

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

Article 16. Assignment

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

Article 17. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Department and Contractor.

Article 18. Governing Law and Venue

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

Article 19. Non-Discrimination

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

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

Article 20. Compliance with Laws

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

Article 21. E-Verify

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 A, affirming that Consultant does not knowingly employ an unauthorized alien. Consultant shall require any subcontractors performing work under this contract to certify to the Consultant 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. Consultant shall maintain on file all subcontractors' certifications throughout the term of the contract with the City.

Article 22. Notices

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

Department:
Alex Crowley
City of Bloomington
401 N. Morton, Suite 250
Bloomington, IN 47402

Contractor:
Green Camino, Inc. dba Earthkeepers
PO Box 1235
Bloomington, Indiana 47402

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

Article 23. Intent to be Bound

The Department and Contractor each binds 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 24. Integration and Modification


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

Article 25. Non-Collusion

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

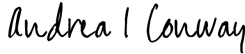
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF BLOOMINGTON

DocuSigned by:
 12/13/2021
BEEEE371B5904AA...


Michael Rouker, City Attorney

GREEN CAMINO, INC. d.b.a.
EARTHKEEPERS

DocuSigned by:
 12/14/2021
66EDEF886438449...

Andrea Avena Koenigsberger, CEO

CITY OF BLOOMINGTON DEPARTMENT
OF ECONOMIC AND SUSTAINABLE DEVELOPMENT

DocuSigned by:
 12/13/2021
2F8B2417C62640B...

Alex Crowley, Director

EXHIBIT A
PROPOSAL AND SCOPE OF WORK



EarthKeepers
5285 E State Rd 45
Bloomington, IN 47408
+1 8122692280
contact@EarthKeepersCompost.com
www.earthkeeperscompost.com

Estimate 1051

ADDRESS ATTN: Lauren Clemens City of Bloomington 401 N Morton St Bloomington, IN 47404	DATE 12/02/2021	TOTAL \$7,790.00	
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ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Office Services	Weekly collection of up to two 5-gallon buckets with lids at staff kitchen areas inside City Hall. Includes signage (if needed), monthly impact reports (tracking diversion rates, contaminants), and annual summary report. Estimate is based on 52 weeks of collection during 2022.	52	30.00	1,560.00
Office Services	Weekly collection of up to six 5-gallon buckets with lids at City of Bloomington facilities, including 1 bucket at Bloomington Transit Center, 4 buckets at the Animal Shelter. Includes signage (if needed), monthly impact reports (tracking diversion rates, contaminants), and annual summary report. Estimate is based on 52 weeks of collection during 2022.	52	90.00	4,680.00
Education Services	Required one-time start-up fee for education and materials for two new sites. Includes two lunchtime seminars, signage, and communications.	2	150.00	300.00
Event Services	Event composting service for two City employee events, and three community events. Each event includes collection of up to four 32 gallon "organics" rollers, EarthKeepers staffing, signage, optional educational programming for kids and adults.	5	250.00	1,250.00
Office Services	Fee for the use of one extra 5-gallon bucket for each site.	0	15.00	0.00
Drop-Off	Installation and maintenance of a community drop-off cabinet in the parking lot of City Hall. Includes regular maintenance of drop-off cabinet following EarthKeepers Drop-off SOP: cabinets are serviced at least twice per week; all cabinets are locked and only EarthKeepers subscribers have the code that grants access to the cabinet. Cabinets are thoroughly sanitized during servicing, and compost bins are swapped for a sanitized compost bin at least twice per week.	1	0.00	0.00

Acceptance of this estimate confirms that you have contracted Green Camino, Inc dba EarthKeepers, for the service(s) described.	TOTAL	\$7,790.00
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Invoices are sent at the end of each month and the total amount may vary depending on the number of collections provided during a given month. Services can be canceled or temporarily

THANK YOU.

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2021.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

EXHIBIT C

My Commission Expires: _____
County of Residence: _____



TO: Board of Public Works

CC: Larry Allen, Assistant City Attorney, Legal Department
Mary Catherine Carmichael, Director of Community Engagement
RayeAnn Cox, Parking Enforcement Supervisor, Public Works
Alex Crowley, Director, Economic & Sustainable Development
Kaisa Goodman, Office of the Mayor
Jeff Underwood, Controller
Michelle Wahl, Parking Services Director, Public Works
Adam Wason, Director, Public Works
Andrew Cibor, Director, Engineering

FROM: Jane Kupersmith, Assistant Director for Small Business, Economic & Sustainable Development

DATE: December 20, 2021

RE: Resolution 2021-71 Regarding Expanded Outdoor Dining in the Downtown Corridor in 2022 i.e. Parklets and the Continued Conversion of Kirkwood Avenue.

Executive Summary

In response to the COVID-19 pandemic, the City of Bloomington Common Council approved Ordinance 20-11, which suspended portions of the municipal code in order to support the operation of businesses in downtown Bloomington. The Common Council extended this ordinance and approved the expansion of outdoor seating through the end of 2021. Additionally the Board of Public Works approved Resolution 2020-28 on June 9, 2020, which approved the temporary closure of Kirkwood Avenue to expand existing seating encroachments. On June 8, 2021, the Board of Public Works considered a staff report that notified the Board of Public Works of staff's intent to continue the temporary Kirkwood Conversion, Parklets, and PUDO programs in 2021.

City Staff recommends passing Resolution 2021-71 to continue the enhanced outdoor dining policies during 2022, specifically the use of parking spaces by restaurants and the temporary conversion of certain blocks of Kirkwood Avenue into pedestrian-only spaces. The proposal below outlines how the City can continue to support these programs in 2022.

Introduction

Resolution 2021-71 addresses modifications to outdoor dining in the downtown corridor through the continued implementation of parklets in the downtown corridor as well as the conversion of certain blocks of Kirkwood Avenue to a temporary pedestrian and business space:

In June 2020, Common Council through Ordinance 20-11 suspended portions of the municipal code relating to seating encroachment and signage regulations; Council resolutions 20-15, 20-19, and 21-18 extended this ordinance. In conjunction with temporary orders from the Department of Public Works, this legislation accommodated the parklet and Kirkwood conversion programs.

With feedback from businesses utilizing the expanded outdoor dining, patrons of the corresponding businesses, as well as other stakeholders, it is City staff's recommendation that the expanded outdoor dining program be reimplemented during the 2022 season, with some modifications. This will allow businesses to continue recouping revenue that has been lost during the pandemic, as well as provide patrons with safer dining options.

Resolution 2021-71 authorizes the City to implement the parklet and Kirkwood conversion programs from Mar. 16–Nov. 1, 2022 in accordance with the Program Guidelines, attached to the Ordinance as Exhibit A. Similar to Ordinance 20-11, Resolution 22-71 temporarily suspends portions of the Municipal Code necessary to implement the programs and may be extended for up to one additional year by Resolution of the Common Council. This resolution would allow the continuation of the temporary outdoor dining program for purposes of continued economic and public health recovery from the COVID-19 pandemic. The 2022 outdoor dining program would require participating businesses to pay fees of \$500–\$3,500 depending on the specific program and size of business as outlined in Exhibit A: Program Guidelines.

Objectives

The key objectives of the outdoor dining program are:

- To provide support for businesses in the form of expanded outdoor options, specifically but not exclusively for restaurants wishing to expand outdoor dining
- To increase options for outdoor dining and events from a patron's perspective, especially since this is a safer option during the ongoing COVID-19 pandemic
- To promote outdoor experiences downtown, which many residents and visitors have enjoyed during COVID-19

- To provide consistency and predictability for businesses and patrons, in terms of options and availability of both parking and outdoor dining

Secondary goals of this modified program are:

- To reduce City of Bloomington staff time expended installing bollards and orange jersey barriers
- To reduce the overhead cost to the City associated with the outdoor dining programs, including but not limited to labor, water, and barrier rental
- To offset the loss of parking revenue
- To minimize the loss of parking spaces in the downtown corridor
- To increase the physical accessibility of outdoor dining

Background

History:

The parklet and Kirkwood conversion programs were first implemented in Bloomington in the summer of 2020, and the second iteration of the programs launched in March 2021. These programs were launched in order to facilitate business in a time where health requirements, staffing, and consumer behavior were difficult to predict.

Adjustments have been made over that time:

- Some parklets were left in place in the winter of 2020–21 at the request of the participating businesses. While businesses used them to a certain degree, they were greatly underutilized due to cold temperatures. Based on feedback from patrons, participating businesses, and nearby retail establishments, City staff determined that parklets are overall not beneficial in the colder months and cause additional strain on holiday shopping.
- One parklet that was implemented in March 2021 was removed mid-season at the discretion of City staff and in communication with the business due to underutilization.
- In 2020, participating blocks of Kirkwood Ave. were closed on the weekends (Thursday afternoon through Monday morning). This was challenging to implement from a City staff perspective and did not offer sufficient predictability for businesses or residents. In 2021, the participating blocks of Kirkwood Ave. were closed continuously from mid-March through the end of October.
- Alcohol sales in the extended outdoor seating were required to end at 11 p.m. Businesses could still serve food in the parklets and extended Kirkwood seating after 11 p.m., and there was no impact on serving alcohol indoors or at regularly permitted outdoor seating.
- City staff in Engineering and Public Works Departments are in the process of completing an assessment of accessible parking in the downtown corridor, including making determinations about where additional accessible parking spaces may be added. The goals of this assessment are to ensure compliance with the ADA, meet best practices surrounding accessible parking spaces, and specifically to increase the accessibility of the converted blocks of Kirkwood Ave.

Stakeholders:

A significant amount of stakeholder input has been gathered over the duration of the parklet and Kirkwood conversion programs, with a concerted effort in the last few months as staff considered this recommendation for 2022.

The continuation of these outdoor dining modifications was requested by external stakeholders who expressed their desire for the programs to continue. City staff and external stakeholders have been in active communication throughout the implementation of the outdoor dining programs, with staff augmenting targeted and intentional outreach over the past few months, including:

- Meetings with leaders from Indiana University, Downtown Bloomington Inc. (DBI), the Greater Bloomington Chamber of Commerce, and Visit Bloomington
- Regular attendance and presentations on these topics to various DBI meetings:
 - DBI Board of Directors
 - DBI Brick and Mortar group
 - DBI Networking group
 - DBI Property Owners group
 - Kirkwood Community Association (KCA)
- Regular email communication to businesses participating in the parklet program and businesses on Kirkwood Ave. from Indiana Ave. to Walnut St.
- A mailing to all business and property owners on Kirkwood Ave. from Indiana Ave. to Walnut St.
- Door-to-door canvassing of businesses on Kirkwood Ave. from Indiana Ave. to Walnut St.

Internal stakeholders who were consulted and/or assisted in the drafting of this memo include:

- Bloomington Fire Department
- Bloomington Police Department
- Bloomington Transit
- Community and Family Resources Department
- Department of Economic and Sustainable Development, including the Assistant Directors for the Arts and for Small Business Development
- Department of Public Works, including Parking Services
- Engineering Department
- Legal Department
- Office of the Mayor
- Planning Department

Overview

Resolution 2021-71 asks the Board of Public Works to allow for the reimplementation of the parklet and temporary Kirkwood conversion programs from Mar. 16, 2022–Nov. 1, 2022. Based on

stakeholder input, the blocks of Kirkwood included in the Kirkwood conversion program for 2022 will be the same as in 2021. These blocks are:

- Full block between Indiana Ave. and Dunn St.
- Full block between Dunn St. and Grant St.
- West half of the block from Washington St. to Walnut St. (alley will remain open)

See “Exhibit A: Program Guidelines” for logistical details of the outdoor dining programs.

Timeline:

- Informational presentation to the Parking Commission: Dec. 2, 2021
- Board of Public Works considers resolution 2021-71: Dec. 21, 2021
- First reading to Council: Jan. 12, 2022
- Council committee discussion: Jan. 19, 2022
- Council vote on this ordinance: Jan. 19, 2022
- Applications available to businesses: Jan. 20, 2022
- Deadline for submitting applications: Feb. 11, 2022
- Final staff determination of number and location of parklets: Mar. 3, 2022
- Implementation of outdoor dining program for 2022: Mar. 16–19, 2022 (*weather permitting*)
- End of outdoor dining program for 2022: Nov. 1, 2022

Exhibit A: Program Guidelines

Costs to Participating Businesses:

- All:
 - All extended outdoor dining will be subject to the \$50 permitting fee to the Engineering Department.
 - All fees are due in full by Mar. 1, 2022.
 - Businesses are responsible for any direct costs associated with utilizing a parklet or outdoor dining on Kirkwood, such as furniture or heaters.
- Parklets:
 - Cost to businesses will be \$1,250 per parking space for the 2022 season, payable to Parking Services. A two-space parklet will cost \$2,500, plus the permitting fee(s).
 - Businesses which share a parklet may split the cost between them.
- Kirkwood conversion outdoor dining permit:
 - For businesses with a capacity of under 20, the cost will be \$500 for utilization of the extended outdoor space on Kirkwood during the 2022 season.
 - For businesses with a capacity between 20 and 100, the cost will be \$1,250 for utilization of the extended outdoor space on Kirkwood during the 2022 season.

- For businesses with a capacity 100 and above, the cost will be \$3,500 for utilization of the extended outdoor space on Kirkwood during the 2022 season.

Parklets Logistics:

- Eligibility:
 - Eligibility is limited to any food service establishment adjacent to metered parking in downtown Bloomington.
 - All participating businesses must agree to cease alcohol sales in parklets by midnight.
 - Eligible businesses must complete the application and payment process as outlined in this memo.
- Application process:
 - Application form will go live on the City's webpage on Jan. 20, 2022.
 - Applications are due by Feb. 11, 2022. Businesses may submit applications in advance of the deadline.
 - Fees are payable by check or card to Parking Services by Mar. 1, 2022.
- Implementation:
 - The Parking Services division in the Department of Public Works will install and remove the orange jersey barriers at the beginning and end of the 2022 season.
 - City staff will fill the jersey barriers with water on the day they are installed. Participating businesses will be required to top off the barriers with water as needed, and the barriers must remain sufficiently full for safety reasons.
 - If the weather in mid-Mar. 2022 is not conducive to outdoor dining, City staff may exercise discretion on the exact dates that the parklets are installed
 - If a parklet is removed, either by request of the business or by determination of City staff, it may not be reimplemented in the same calendar year. Any fees paid by the business will not be refunded
- Requirements for participating businesses:
 - Participating businesses are required to provide their own furniture, decorations, etc.
 - Participating businesses must meet all requirements for their extended outdoor seating, including from the Indiana Alcohol Tobacco Commission (ATC), Health Department, safety, and insurance requirements.
 - Participating businesses must comply with Indiana Fire Code regulations relating to the use of heaters and tents, specifically Chapter 31, Section 3107.4.
 - Tents are allowed to be used on a temporary basis, with a maximum cumulative number of 30 days of operation in a calendar year
 - Heaters are allowed to operate but must be 10 feet from any combustible material, including tents, buildings, seating, awnings, etc.

Kirkwood Conversion Logistics:

- Eligibility
 - Eligibility is limited to any business or organization located in the participating blocks of Kirkwood Ave. This program is focused on, but not limited to, food service establishments.
 - All participating businesses must agree to cease alcohol sales in parklets and on Kirkwood by midnight.
- Application process:
 - Application form will go live on the City's webpage on Jan. 20, 2022.
 - Applications are due by Feb.11, 2022. Businesses may submit applications in advance of the deadline.
 - Fees are payable by check or card to Parking Services by Mar. 1, 2022.
- Implementation logistics:
 - City staff will temporarily reconvert the participating 2.5 blocks of Kirkwood Ave. during the 2022 season. No permanent physical changes will be made to the streetscape.
 - All cross streets will remain open.
 - A fire lane will be left in the middle of the street as necessary, as determined by the Bloomington Fire Department.
 - Where the street is closed with a contiguous barrier (i.e. orange jersey barriers as opposed to bollards), there will be a bike lane so that bikes and scooters may retain a path despite Kirkwood being a dismount zone.
 - City staff have analyzed the quantity and location of ADA parking spaces in the downtown area and are in the process of determining where additional ADA spaces can be added, taking into consideration which blocks of Kirkwood will be closed to vehicular traffic in 2022. These additional ADA spaces will be implemented in the spring of 2022, with exact dates determined by weather.
 - Areas not occupied by businesses or the fire lane will have greater arts programming, such as live music, mural and plein air painting, performances, or festivals. The nature and timing of this programming will be determined by City staff, in conjunction with community stakeholders.
- Requirements for participating businesses:
 - Participating businesses are required to provide their own furniture, decorations, etc.
 - Participating businesses must meet all requirements for their extended outdoor seating, including ATC, Health Department, safety, and insurance requirements.
 - All businesses utilizing the extended outdoor space on Kirkwood will be required to have an temporary ADA-compliant ramp from the sidewalk into the section of the street they are utilizing.
 - Participating businesses must comply with Indiana Fire Code regulations relating to the use of heaters and tents, specifically Chapter 31, Section 3107.4.
 - Tents are allowed to be used on a temporary basis, with a maximum cumulative number of 30 days of operation in a calendar year
 - Heaters are allowed to operate but must be 10 feet from any combustible material, including tents, buildings, seating, awnings, etc.

RESOLUTION 2021-71

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

WHEREAS, the City of Bloomington, along with the rest of the country, remains in the midst of a public health emergency due to the COVID-19 pandemic; and

WHEREAS, on June 8, 2020, the Board of Public Works passed Resolution 2020-28 that allowed for the temporary closure of Kirkwood Avenue and authorized an alternative procedure for sidewalk seating and merchandise encroachments; and

WHEREAS, the Board extended the program and authorization in on June 9, 2021; and

WHEREAS, City staff have proposed extending the seating program along Kirkwood Avenue an additional year pursuant to a new authorizing ordinance; and

WHEREAS, pursuant to Chapter 12.06 of the Bloomington Municipal Code, the Board has authority to grant final approval of all sidewalk seating and merchandising encroachment applications; and

WHEREAS, the City Council is currently considering **Ordinance 22-02**, which proposes a temporary waiver of certain formalities related to seating and merchandising encroachments and other municipal regulations, and

WHEREAS, among the measures being taken by the City to address the economic fallout felt by Bloomington's local business community is a request that the continue the seating program necessitating the City to close portions of Kirkwood Avenue to vehicular traffic in order to expand seating capacity into the right-of-way so that local businesses may safely serve additional patrons; and

WHEREAS, a temporary relaxation of the City's seating and merchandising encroachment regulations would assist the local business community with its continued recovery;

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

Section 1. Beginning on March 1, 2021, for the limited purpose of those areas along Kirkwood Avenue where the City will be closing portions of the roadway to vehicular traffic, the City's Seating and Merchandising Encroachment Application and other rules related to seating and merchandising encroachments are modified as described in proposed City Council **Ordinance 22-02**, portions of which are copied below. The specific temporary measures related to sidewalk seating and merchandising encroachments are as follows:

1. The following portions of the City's application for a seating and/or merchandising encroachment shall be temporarily suspended or modified:

Under Seating and Retail Requirements:

Suspend:

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

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

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

Add:

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

Under Additional Requirements:

Suspend:

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

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

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

Add:

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

Under Permit Issuance and Conditions:

Add:

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

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

- Section 2. Staff at the Economic and Sustainable Development Department are authorized to receive and give final approval to an application submitted by a Kirkwood merchant for additional seating and/or merchandising encroachments from March 1, 2022, through October 31, 2022, provided that the submitted application(s) meets all requirements as modified by this Resolution and by anticipated City Council Ordinance 22-02 and the attached Program Guidelines. No additional approval from this Board shall be required.
- Section 3. This Resolution shall only have any force and effect provided that the City Council passes proposed Ordinance 22-02. It is anticipated that the City Council will consider Ordinance 22-02 for final approval on January 19, 2022. In the event that Ordinance 22-02 is approved with no significant substantive changes that would have an impact on this Resolution, this Resolution may be considered to be in full force and effect upon passage of Ordinance 22-02 by the City Council.
- Section 4. These unique measures are temporary in nature, and shall be in place until October 31, 2022, unless said measures are extended by the City Council or this Board, as the case may be.

PASSED AND ADOPTED by the Board of Public Works of the City of Bloomington, Monroe County, Indiana, upon this 21st day of December, 2022.

BOARD OF PUBLIC WORKS:

Dana Henke, President

Kyla Cox Deckard, Member

Beth H. Hollingsworth, Member

REGISTER OF PAYROLL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/17/2021	Payroll				476,647.47
					<u>476,647.47</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 \$ 476,647.47

Dated this 21st day of December year of 2021.

_____	_____	_____
Dana Henke, 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 Construction Inspection Contract with VS Engineering, Inc. for the 17th (Monroe to Grant) Multimodal Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/21/2021

Report: This project will construct multiuse path on the north side of 17th Street from Monroe Street to Grant Street, replace the traffic signal at the intersection of 17th Street and Madison Street/Kinser Pike, and provide other multimodal safety improvements within the corridor. The project is programmed in the MPO TIP for construction and construction inspection.

VS Engineering was selected to perform construction inspection for this project through an INDOT-issued Request for Proposals (RFP). Compensation for these inspection services is set at a not-to-exceed amount of \$364,900. This contract is TIF funded and requires RDC approval.

Project Approvals Timeline		
Approval Type	Status	Date
Funding Approval (INDOT-LPA Contract)	Approved	2021
Design Services Contract*	Approved	11/09/2021
ROW Services Contract*	Approved	5/25/2021
Public Need Resolution	Approved	5/11/2021
Construction Inspection Contract	Current Item	12/21/2021
Construction Contract	N/A**	2022

* Amendment 1 updates the original 8/6/2019 design services contract to include ROW services, 5/25/2021. Amendment 2 updates to include Phase II ESAs, originally approved 10/12/2021, revised amendment 11/9/2021.

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

City of Bloomington Contract and Purchase Justification Form

Vendor: VS Engineering, Inc.

Contract Amount: 364,900

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.

of Submittals: 5

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

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"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
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INDOT-issued RFPs require selection of the most qualified firm.

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

VS Engineering was scored as the most qualified firm based on the RFP

Neil Kopper

Senior Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

LPA - CONSULTING CONTRACT

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

Des. No.: 1900402

Project Description: This project consists of constructing an asphalt multi-use path along the north side of 17th Street from Monroe Street to Grant Street. There will also be replacement of sections of the concrete curb & gutter as well signal improvements at the intersection of 17th Street and Madison Street.

RECITALS

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

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

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

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

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

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

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

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

SECTION III TERM. The term of this Contract shall be from the date of the last signature affixed to this Contract to the completion of the construction contract which is estimated to be December 31, 2023. A schedule for completion of the Services and deliverables is set forth in Appendix "C" which is herein attached to and made an integral part of this Contract.

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ 364,900.00.

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

SECTION VI GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

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

7. **Compliance with Laws.**

- A. The CONSULTANT shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. If the CONSULTANT violates such rules, laws, regulations and ordinances, the CONSULTANT shall assume full responsibility for such violations and shall bear any and all costs attributable to the original performance of any correction of such acts. The enactment of any state or federal statute, or the promulgation of regulations thereunder, after execution of this Contract, shall be reviewed by the LPA and the CONSULTANT to determine whether formal modifications are required to the provisions of this Contract.
- B. The CONSULTANT represents to the LPA that, to the best of the CONSULTANT'S knowledge and belief after diligent inquiry and other than as disclosed in writing to the LPA prior to or contemporaneously with the execution and delivery of this Contract by the CONSULTANT:
 - i. *State of Indiana Actions.* The CONSULTANT has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the LPA of any such actions. During the term of such actions, CONSULTANT agrees that the LPA may delay, withhold, or deny work under any supplement or amendment, change order or other contractual device issued pursuant to this Contract.
 - ii. *Professional Licensing Standards.* The CONSULTANT, its employees and SUBCONSULTANTS have complied with and shall continue to comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the CONSULTANT pursuant to this Contract.

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

9. Confidentiality of LPA Information.

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

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

11. DBE Requirements.

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

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

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

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

12. Non-Discrimination.

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

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

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

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

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

13. Disputes.

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

14. Drug-Free Workplace Certification.

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

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

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

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

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

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

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

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

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

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

I. Professional Liability Insurance

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

II. Commercial General Liability Insurance

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

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

III. Automobile Liability

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

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

IV. Watercraft Liability (When Applicable)

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

V. Aircraft Liability (When Applicable)

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

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

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

Notices to the LPA shall be sent to:

Neil Kopper, P.E.
401 N Morton St., Ste 130
Bloomington, IN 47404

Notices to the CONSULTANT shall be sent to:

Sanjay Patel, P.E.
4275 N. High School Road
Indianapolis, IN 46254

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

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

28. Pollution Control Requirements. If this Contract is for \$100,000 or more, the CONSULTANT:

- i. Stipulates that any facility to be utilized in performance under or to benefit from this Contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- ii. Agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- iii. Stipulates that, as a condition of federal aid pursuant to this Contract, it shall notify INDOT and the Federal Highway Administration of the receipt of any knowledge indicating that a facility to be utilized in performance under or to benefit from this Contract is under consideration to be listed on the EPA Listing of Violating Facilities.

29. Severability. The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

30. Status of Claims. The CONSULTANT shall give prompt written notice to the LPA any claims made for damages against the CONSULTANT resulting from Services performed under this Contract and shall be responsible for keeping the LPA currently advised as to the status of such claims. The CONSULTANT shall send notice of claims related to work under this Contract to:

31. Sub-consultant Acknowledgement. The CONSULTANT agrees and represents and warrants to the LPA, that the CONSULTANT will obtain signed Sub-consultant Acknowledgement forms, from all SUB-CONSULTANTS providing Services under this Contract or to be compensated for Services through this Contract. The CONSULTANT agrees to provide signed originals of the Sub-consultant Acknowledgement form(s) to the LPA for approval prior to performance of the Services by any SUB-CONSULTANT.

32. Substantial Performance. This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification or Amendment thereof.

33. Taxes. The LPA will not be responsible for any taxes levied on the CONSULTANT as a result of this Contract.

34. Termination for Convenience.

- A. The LPA may terminate, in whole or in part, whenever, for any reason, when the LPA determines that such termination is in its best interests. Termination or partial termination of Services shall be effected by delivery to the CONSULTANT of a Termination Notice at least fifteen (15) days prior to the termination effective date, specifying the extent to which performance of Services under such termination becomes effective. The CONSULTANT shall be compensated for Services properly rendered prior to the effective date of termination. The LPA will not be liable for Services performed after the effective date of termination.
- B. If the LPA terminates or partially terminates this Contract for any reason regardless of whether it is for convenience or for default, then and in such event, all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Contract, shall be delivered within ten (10) days to the LPA. In the event of the failure by the CONSULTANT to make such delivery upon demand, the CONSULTANT shall pay to the LPA any damage (including costs and reasonable attorneys' fees and expenses) it may sustain by reason thereof.

35. Termination for Default.

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

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

[Remainder of Page Intentionally Left Blank]

Non-Collusion.

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

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

CONSULTANT**LOCAL PUBLIC AGENCY**

 Signature

 Sanjay B. Patel, P.E., President
 (Print or type name and title)

Attest:

 Signature

 (Print or type name and title)

 Signature

 John Hamilton, Mayor
 (Print or type name and title)

 Signature

 Dana Henke, President, Board of Public Works
 (Print or type name and title)

 Signature

 Beth Hollingsworth, Vice President, Board of
 Public Works
 (Print or type name and title)

 Signature

 Kyla Cox Deckard, Secretary, Board of Public
 Works
 (Print or type name and title)

APPENDIX "A"

SERVICES TO BE FURNISHED BY CONSULTANT:

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

The CONSULTANT shall be responsible for performing the following activities:

This scope of work is in support of the City of Bloomington 17th Street Project located between Monroe Street and Grant Street.

Project Intent

CONSULTANT shall provide construction administration / inspection services for the City of Bloomington 17th Street Project consisting of approximately 3,361 feet of asphalt trail, concrete medians, and new signals.

The goal of the project is to connect the existing trail systems in the area. The intersection improvements and signal upgrades will improve driver and pedestrian usability at the intersection.

Project Administration/Management/Coordination:

The proposed Project Manager and key personnel will meet with LPA and Indiana Department of Transportation (INDOT) officials and refine project concepts, time schedules, deliverables, budgets and project approach in general. Once the schedule is identified, the required activities will be executed through proper coordination and communication. Bi-weekly progress meetings will be conducted on-site with the LPA representatives to review policy and procedural matters, to identify and solve site specific problems and review progress. The Project Supervisor will provide the LPA a weekly progress report summarizing the week's daily activities as well as a projection for the upcoming week's activities.

Construction Administration and Inspection

Engineering Personnel

For the Fulfillment of all services outlined below, the CONSULTANT will provide one (1) full-time Project Engineer/Supervisor, and construction inspectors as required for a period of time necessary to complete the construction project and final construction report.

The qualifications and experiences of personnel provided by the CONSULTANT are subject to approval by the LPA and the Indiana Department of Transportation (INDOT) and no personnel will be assigned to the project until LPA and INDOT approval is obtained. The Project Engineer/Supervisor will take directions from and report to the designated LPA Project Coordinator and INDOT Area Engineer on all matters concerning contract compliance and administration.

The Project Engineer/Supervisor will coordinate project activities with the LPA Project Coordinator and INDOT Area Engineer.

Description of Services

1. **Construction Schedule:** Review the construction schedule prepared by the Contractor for compliance with the contract and give to the LPA detailed documentation concerning its acceptability.
2. **Conferences:** Attend preconstruction conferences as directed by the LPA, arrange a schedule of progress meetings and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared to the LPA for notification to those who are expected to attend. Record for the LPA, as directed, minutes of such meetings, The CONSULTANT shall be available for conferences as requested by the LPA, INDOT, and Federal Highway Administration to review working details of the project. The LPA, INDOT, and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.
3. **Liaison:** Serve as the LPA's liaison with the Contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting liaison capacity, the Project Engineer/Supervisor shall be thoroughly familiar with the plans and specifications applicable deviation observed shall be reported to the LPA and INDOT by the Project Engineer/Supervisor.
 - a. Serve as the LPA's liaison with the traveling public and nearby affected business owners and property owners. The Project Engineer/Supervisor will offer information and provide field office numbers to interested parties. If necessary, the Project Engineer/Supervisor will attend and participate in any public information meetings.
4. **Cooperate** with the LPA in dealing with the various federal, state, and local agencies having jurisdiction over the project.
5. **Assist** the LPA and INDOT in obtaining from the Contractor a list of his proposed suppliers and subcontractors.
6. **Assist** the LPA and INDOT in obtaining from the Contractor additional details or information when needed at the job site for proper execution of work.
7. **Equipment:** Furnish all equipment necessary to sample and test materials in accordance with INDOT procedures.
8. **Samples:** Obtain field samples of materials to the site as required by INDOT and deliver such samples to the appropriate INDOT laboratory office.
9. **Shop drawings:**
 - a. Receive shop drawings and falsework drawings. Check for completeness and then forward to INDOT personnel for approval.
 - b. Review approved shop and falsework drawings, specifications, and other submissions, record receipt of this data, maintain a file of all drawings and submissions, and check construction for compliance in accordance with the Contract Documents.
 - c. Alert the Contractor's field superintendent when it is observed that materials or equipment are being or about to be used or installed before approval of shop drawings or samples, where such are required, and advise the LPA and INDOT when he believes it is necessary to disapprove work as failing to conform to the Contract Documents.
10. **Review of work, inspection, and tests**
 - a. Conduct on-site inspections for the LPA of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
 - b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the INDOT Construction Manual and in accordance with current accepted practices.
 - c. Accompanying visiting inspectors representing local, state, or federal agencies having jurisdiction over the project, and report details of such inspection to the LPA and INDOT.
 - d. Verify that required testing has been accomplished.

11. **Modification:** Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LPA and INDOT.
12. **Records**
 - a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders, and additional drawings subsequent to the award of the Contract, progress reports, and other project related documents.
 - b. Keep a diary or logbook recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such diary or logbook to the LPA.
 - c. Maintain for the LPA a record of names, addresses, and telephone numbers of all subcontractors and major material suppliers.
 - d. Maintain a set of drawings on which authorized changes are noted and deliver to the LPA upon request, but in any event at the completion of the project.
 - e. Prepare the Final Construction Record and Final Estimate as required by the INDOT and the LPA. Provide a copy of the Final Construction Record to the LPA.
13. **Reports:** Furnish to the INDOT and the LPA at periodic intervals, as required, progress reports of the project, including the Contractor's compliance with the approved construction schedule.
14. **Progress estimates:** Prepare progress estimates for periodic partial payments to the Contractor and deliver to the LPA and INDOT for review and processing. The payments to the Contractor will be based on estimates of the value of work performed and materials complete and in place in accordance with the contract.
15. **Project responsibility:** The Project Engineer/Supervisor will be responsible for the documentation of pay quantities and estimates and the maintenance of appropriate records related to the construction of this project.
16. **Work Schedule and Suspension:** The CONSULTANT's crew will be required to regulate their work week to conform to the Contractor's hours in accordance with the directions of the INDOT Area Engineer. If work on the construction project is suspended and all matters concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.
17. **Contract Administration:** The CONSULTANT will administer the contract in accordance with INDOT procedures.
18. **Detail of Typical Report Requirements**
Several reports will be computer generated through the SiteManager software supplied by INDOT to the project supervisor. The remaining reports will be computer generated on state approved forms. The following is a list of report requirements typical for this project.

- a. Project Administrative Reports

- i. IC103 Daily Report
- ii. IC124 Weekly Report for Working Day Contracts Only
- iii. Weekly Sign and Barricade Inspection Report
- iv. IC117 Monthly Progress Report
- v. IC640a Aggregate or Bituminous Report of Quantity
- vi. IC626 Change Order (will coordinate with LPA)
- vii. DAC25 Progress Pay Estimate
- viii. IT611 Material Record
- ix. IC699 Comparison of Estimates – Original and Final

- b. Several sources pertaining to how the project is to be monitored and reported. Primary sources that will be used for this contract are the following:

- i. INDOT Standard Specifications with applicable Supplemental Specifications for the project
- ii. INDOT General Instructions to Field Employees
- iii. Manual for Frequency of Sampling and Testing
- iv. INDOT Final Construction Record Guide
- v. INDOT Standards in coordination with the Contract Plans and Specifications

19. **Conflict of Interest:** The CONSULTANT acknowledges and agrees the CONSULTANT, a firm associated with the CONSULTANT, or an individual associated with the CONSULTANT cannot accept or perform any work (including, but not limited to, construction engineering, production staking, falsework drawings, shop drawings) for the Contractor, material supplier of the Contractor, or for any of the Contractor's subcontractors on this project. For purposes of this section, a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or common owner. For purposes of this section, an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT.

For purposes of this section the following definitions shall be used:

Director – Any member of the board of directors of a corporation.

Officer – The president, secretary, treasurer, or such other officers as may be prescribed by the corporation's bylaws.

Owner – A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

Construction Phase Utility Coordination

1. Assist Project Manager in inviting utilities to attend pre-construction conference.
2. Attend pre-construction conference and update attendees on utility status
3. Follow-up with Utility, Project Manager and LPA on any:
 - Property Interest Documents
 - Cost Estimates
 - Cost Analysis
 - Reimbursable Agreements
4. Request Contractor Schedule, work with LPA Field Supervisor, and share with utilities:
 - R/W clearing
 - Staking schedule
 - Grading needed
 - Access needed
5. Follow-up with utilities for readiness:
 - Status of internal funding
 - Hand-off from engineering to scheduling
 - Request field schedule
 - Work with LPA Field Supervisor to monitor utility progress
6. Attend project field meetings when specific utility issues are on the agenda and / or survey site (5 Only)
7. Resolution of requested Field Change and Documentation
 - Revisions and Submission of Relocation Plan sheet
8. Utility Coordination Wrap-up:

- Request As-Built Plans, Organize for Archive
- Transfer and review invoices on reimbursable upon request

9. Preparation and Distribution of Work Complete Notice

APPENDIX "B"

INFORMATION AND SERVICES TO BE FURNISHED BY THE LPA:

The LPA shall furnish the CONSULTANT with the following:

1. Provide access to enter upon public and private lands as required for the CONSULTANT to perform work under this Contract.
2. Unlimited access to the city's geographic information system if available.
3. Advance notice of proposed construction projects that impact construction operations.
4. Advance notice of proposed road closings or parking restrictions that impact construction operations.
5. Access to all traffic signal cabinets.
6. All written views pertinent to the location and environmental studies that are received by INDOT.
7. Available data from the transportation planning process.
8. Utility plans available to INDOT covering utility facilities governing the location of signals and underground conduits throughout the affected areas.
9. Aerial Survey information.

APPENDIX "C"**SCHEDULE:**

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

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

TASK COMPLETE**DAYS FROM NTP**

Submit Final Construction Record

45 days after
construction completion

APPENDIX "D"

Payment to Consultant

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the work performed under this Contract the total amount not to exceed \$364,900.00 unless an amendment is executed by the parties which increases the maximum amount payable.
2. The CONSULTANT will be paid for the actual hours of work performed by essential personnel exclusively on this contract

<u>Classification</u>	<u>Base Rate</u>
Project Manager I	\$136.42
Project Supervisor II	\$107.10
Project Supervisor II – O.T.	\$127.84
JQOL Inspector	\$101.02
JQOL Inspector – O.T.	\$115.08
Project Inspector II	\$77.45
Project Inspector II – O.T.	\$92.45
Utility Coordinator	\$79.83

Bureau of Labor and Statistics Employment Cost Index (ECI) shall be used to determine annual rate escalation in July of each year.

3. The CONSULTANT will be reimbursed for the direct costs (the actual costs of such out-of-pocket expenses directly attributable to the Contract such as fares, mileage, equipment rentals, reproductions, contract or temporary staffing, etc.) as approved by INDOT. The direct non-salary costs for travel reimbursement shall not exceed the limitations on travel expenses set out in the current State of Indiana policy on travel reimbursement.
4. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each invoice shall be subject to approval as reasonable by LPA prior to any reimbursement thereof.

B. Method of Payment

1. The CONSULTANT may submit a maximum of one invoice voucher per calendar month for work covered under this Contract. The invoice vouchers shall be submitted to:

Mr. Neil Kopper, PE
City of Bloomington
401 N. Morton Street, Suite 130
Bloomington, Indiana 47404

The invoice vouchers shall represent the value, to LPA, of the partially completed work as of the date of the invoice voucher.

2. LPA, for and in consideration of the rendering of the services provided for in Section "A.2" and Section "A.3", agrees to pay to the CONSULTANT for rendering such services the fees established above in the following manner:

- a. Upon approval by LPA, after submittal of the completed work, sum of money equal to the fees heretofore set forth, less the total of the amounts of the partial payments previously paid to the CONSULTANT under Section B.2.a of this Appendix "D", shall be due and payable to the CONSULTANT.
 - b. The CONSULTANT shall only bill for work completed on the above items. If any item is eliminated then no additional billing will be allowed. If a portion of work is completed for an item then the CONSULTANT shall bill only for that work completed.
3. If LPA does not agree with the amount claimed by the CONSULTANT on an invoice voucher, it will send the CONSULTANT a letter by regular mail and list the differences between actual and claimed progress. The letter will be sent to the CONSULTANT's address on page 13 of this Contract or the CONSULTANT's last known address.

COMPENSATION FOR ENGINEER'S SERVICES

17TH STREET MULTI-USE PATH FROM MAPLE STREET TO GRANT STREET AND INTERSECTION IMPROVEMENTS AT 17TH STREET AND MADISON STREET

INDOT DES. NO 1900402

FULL-TIME CONSTRUCTION ADMINISTRATION SERVICES

VS ENGINEERING, INC.

ESTIMATED HOURS BY EMPLOYEE CLASSIFICATION						
TASK		Project Manager I	Project Supervisor II	JQOL Inspector	Project Inspector II	TOTAL
B.1	Review and monitor the construction schedule	12	20	*	*	32
B.2	Schedule and conduct job bi-weekly and monthly conferences	*	20	*	*	20
B.3	Serve as the Owner's liaison with the Contractor	8	*	*	*	8
B.4	Cooperate with the Owner in dealing with various agencies	4	10	*	*	14
B.5	Obtain from the Contractor a list of proposed suppliers and subcontractors	*	10	*	*	10
B.6	Obtain from the Contractor additional details of work	*	10	*	*	10
B.7	Furnish testing/sampling equipment	*	*	*	*	0
B.8	Obtain field samples of materials	*	60	*	275	335
B.9	Review and approve shop drawings	6	20	*	*	26
B.10	Conduct on-site inspections, and review Contractor's work, tests and certifications	*	800	205	760	1,765
B.11	Consider and evaluate Contractor's suggestions and modifications	8	30	*	*	38
B.12	Prepare and maintain construction reports and records	*	380	*	*	380
B.13	Prepare weekly and monthly progress reports	8	40	*	*	48
B.14	Prepare progress estimates for periodic partial payments to the contractor	*	30	*	*	30
B.15	Document pay quantities and estimates and maintain records	*	75	*	*	75
B.16	Work schedule and suspension	4	10	*	*	14
B.17	Administer the contract	20	70	*	*	90
B.18	Develop project reports	*	180	*	*	180
B.19	Conflict of interest	*	10	*	*	10
Total Hours		70	1,775	205	1,035	3,085
Hourly Billing Rate (regular rate)		\$136.42	\$107.10	\$101.02	\$77.45	
Hourly Billing Rate (O.T. rate)			\$127.84	\$115.08	\$92.45	

Subtotal Labor \$9,549.40 \$195,494.90 \$21,608.94 \$81,360.75 \$308,013.99

Direct Costs

Per Diem (\$26/day)	260 days	\$6,760.00
Lodging (\$97/day)	260 days	\$25,220.00
Travel Expenses (\$0.39/mile)	12,000 miles	\$4,680.00
Material Testing & Inspection Support	\$ 10,000 (as-needed)	\$10,000.00
Subtotal Direct Costs		\$46,660.00

TOTAL FEE ESTIMATE - 17TH STREET MULTI-USE PATH AND INTERSECTION IMPROVEMENTS \$354,673.99

USE \$354,600.00

Notes:

- 1) Inspection hours include 4 hours first day and 2-3 hours each consecutive day during clearing
- 2) Construction period June 1, 2022 to June 30, 2023 (substantial completion)
- 3) Final Construction Record 45 calendar days after Final Completion
- 4) Projected staffing includes one (1) full-time Project Supervisor (assume 45hrs/wk), one (1) full time Project Inspector (assume 07/01 - 11/01 45hrs/wk), additional Project Inspectors as needed during peak construction periods.

COMPENSATION FOR ENGINEER'S SERVICES

**17TH STREET MULTI-USE PATH FROM MAPLE STREET TO GRANT STREET AND
INTERSECTION IMPROVEMENTS AT 17TH STREET AND MADISON STREET**

INDOT DES. NO 1900402

CONSTRUCTION PHASE UTILITY COORDINATION SERVICES

VS ENGINEERING, INC.

ESTIMATED HOURS BY EMPLOYEE CLASSIFICATION					
TASK	Project Manager I	Project Supervisor II	Utility Coordinator	TOTAL	
Project Administration, Management, & Coordination	8	*	*	8	
Provide notice to proceed to any remaining utility to execute their approved work plan after the work plan has been reviewed, approved and a permit issued.	*	2	2	4	
Attend Preconstruction Conference to inform of current utility status and request project supervisor provide site activity updates related to utility predecessor activities and utility crew presence / progress	2	2	2	6	
Schedule utilities to commence work when utility predecessors are completed such as staking, clearing or clearing and grubbing. Follow-up with progress.	*	10	*	10	
Perform site visits, phone conferences and emails spot checking relocations for compliance with work plans. Work in tandem with project supervisor and inspection personnel. *Dependant on survey stakes / layout.	*	20	12	32	
In consultation with the construction supervisor, project manager, designer, contractor, utility contact person, and the oversight agent; facilitate resolve any utility-related issues that may impact construction schedule or budget.	*	8	4	12	
Proposed revisions to relocation plans analyzed in tandem with construction supervisor and or design as needed.	*	4	*	4	
Manage the schedule for utility relocation work, attend construction meetings and report progress of utility relocation work to the project supervisor.	*	4	2	6	
Facilitate signal service connection based on design phase clearly showing service location.	*	2	2	4	
At the request of the construction supervisor, review and advise on all utility-related change orders, delay claims, and potential liquidated damages.	4	4	*	8	
Prepare, sign, and send the letter acknowledging the utility facility relocation work is complete along with request for final invoices on eligible reimbursible relocations. The letter to be signed by an INDOT construction supervisor or oversight agent.	2	2	*	4	
Total Hours	16	58	24	98	
Hourly Billing Rate (regular rate)	\$136.42	\$107.10	\$79.83		
Subtotal Labor	\$2,182.72	\$6,211.80	\$1,915.92	\$10,310.44	

Direct Costs

No Direct Costs for this task

Subtotal Direct Costs

\$0.00

TOTAL FEE ESTIMATE - 17TH STREET MULTI-USE PATH AND INTERSECTION IMPROVEMENTS

\$10,310.44

USE \$10,300.00



Board of Public Works Staff Report

Project/Event: Approve Contract Supplement 2 for Preliminary Engineering Services with WSP USA Inc. for the Sare Road Multiuse Path and Intersection Improvements Project

Petitioner/Representative: Engineering Department

Staff Representative: Neil Kopper, Senior Project Engineer

Date: 12/21/2021

Report: This project constructed multiuse path on the west side of Sare Road from Buttonwood Lane to Moores Pike. It also constructed intersection improvements at the Sare Road-Moores Pike traffic signal. The project was programmed in the MPO TIP for preliminary engineering and construction.

WSP USA Inc. is under contract for this project with an existing total contract of \$366,645. This amendment shifts funding from unused portions of the contract to cover unexpected additional roadway design tasks including tree-clearing design, pedestrian bridge redesign, and permitting. There is no increase in the total contract amount.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Approval	Approved	08/22/2017
Design Services Contract	Current Item **	12/21/2021
ROW Services Contract	Approved ***	04/16/2019
Public Need Resolution	Approved	04/16/2019
Construction Inspection Contract	Approved	11/26/2019
Construction Contract	N/A*	2020

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

** Original design contract approved 2/6/2018. Supplement 1 approved 4/16/2019.

*** ROW services to be added as a part of the design contract in Supplement 1.

City of Bloomington Contract and Purchase Justification Form

Vendor: WSP USA, Inc.

Contract Amount: \$366,645

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.

of Submittals: 10

Yes No

Met city requirements?

☒ ☐

Met item or need requirements?

☒ ☐

Was an evaluation team used?

☒ ☐

Was scoring grid used?

☒ ☐

Were vendor presentations requested?

☒ ☐

Was the lowest cost selected? (If no, please state below why it was not.)

☐ Yes ☒ No

INDOT RFP requires qualifications based selection.

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

WSP USA, Inc. was the highest ranked firm based on the RFP scoring.

 Neil Kopper

Print/Type Name

 Senior Project Engineer

Print/Type Title

 Engineering

Department

LPA – CONSULTING CONTRACT SUPPLEMENT NO. 2

This supplemental contract is made and entered into this _____ day of _____, 2021, by and between the City of Bloomington, Indiana, hereinafter referred to as the "LPA", and WSP USA, Inc., hereinafter referred to as the "Consultant".

WITNESSETH

WHEREAS, the LPA on February 6, 2018, entered into a contract, providing for the necessary services required in connection with the Multiuse path design and intersection improvements along Sare Road from Moores Pike to Buttonwood Lane with signal upgrades and intersection improvements at the intersection of Sare Road and Moores Pike.

WHEREAS, in order to provide for completion of these services it is necessary to amend the Contract again, which was previously amended via Supplement No. 1.

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. SECTION I of the original contract is revised as summarized in Appendix "A2", annexed hereto and by this reference incorporated herein for all purposes as if fully set forth.
2. SECTION IV of the original contract is amended to read as follows:

SECTION IV COMPENSATION. The LPA shall pay the CONSULTANT for the Services performed under this Contract as set forth in Appendix "D2" which is herein attached to and made an integral part of this Contract. The maximum amount payable under this Contract shall not exceed \$ **366,645.00**

3. All other terms and conditions of the contract shall remain in full force and effect.

The parties having read and understand the foregoing terms of the Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT

Kelli McNamara, Local Business Lead

Print or type name and title

Signature and date

ATTEST:

LOCAL PUBLIC AGENCY

Recommended for approval by:

John Hamilton, Mayor

Print or type name and title

Signature and date

Dana Henke, President, Board of Public Works

Print or type name and title

Signature and date

Beth Hollingsworth, Vice President, Board of
Public Works

Print or type name and title

Signature and date

Kyla Cox Deckard, Secretary, Board of Public
Works

Print or type name and title

Signature and date

APPENDIX "A2"
SCOPE AMENDMENT – AMENDMENT 1

Section 5: Roadway Design

CONSULTANT performed the following tasks that were out of scope or above and beyond the original scope/fee.

ADA Curb Ramp Details/INDOT ADA TAC Technical Inquiry

INDOT issued design memo 18-05 and 18-26 on 3/5/2018 and 11/18/2018, respectively. These design memos increased the amount of detail required on plans for curb ramps and were issued after our original contract was executed on 2/6/2018. Furthermore, there were three (3) items that were identified during the Stage 3 review by INDOT that required a technical inquiry to be presented and approved by the INDOT ADA TAC in accordance with IDM 40-8.04(01) item 3 (b). The level of effort for detailing curb ramps and developing a technical inquiry was not accounted for in our original scope of work and fee estimate. These tasks included an increase of \$11,254.80, and a breakdown of the hours is as follows:

40 hours, Supervising Engineer	40 x \$151.98 = \$ 6,079.20
40 hours, Lead Engineer	40 x \$129.39 = <u>\$ 5,175.60</u>
Total	<u>\$11,254.80</u>

DNR Construction in a Floodway Permit

The original fee estimate was developed with the assumption that the work within the floodway to install the pedestrian bridge along with work at the intersection of Sare Road and Moores Pike would be covered under one permit. This assumption was based on the fact that the work for both locations would occur in the same floodway for Jackson Creek. However, based on early coordination meeting that was held on 4/5/2019 with IDNR representatives it was decided that the two work locations would need to be submitted as separate permit applications. The task for submitting one (1) additional permit application resulted in an increase of \$5,627.40, and a breakdown of the hours is as follows:

20 hours, Supervising Engineer	20 x \$151.98 = \$3,039.60
20 hours, Lead Engineer	20 x \$129.39 = <u>\$2,587.80</u>
Total	<u>\$5,627.40</u>

Pedestrian Bridge Redesign

During coordination with City of Bloomington Utilities (CBU) at the preliminary field check that was held on February 6, 2019, it was discovered that CBU had easement rights to an existing water main located near the proposed pedestrian bridge. The pedestrian bridge layout was designed to span the location of the existing water main, however a coordination meeting was held on 8/29/2019 where CBU asked that the span be increased to provide as much clearance as possible to the water main. To obtain CBU approval the bridge span was increased, which caused a redesign of the path profile and bridge details. The redesign of the pedestrian bridge resulted in an increase of \$11,254.80, and a breakdown of the hours is as follows;

40 hours, Supervising Engineer	$40 \times \$151.98 = \$6,079.20$
40 hours, Lead Engineer	$40 \times \$129.39 = \$5,175.60$
Total	$\$11,254.80$

Early Clearing Coordination

To improve the construction schedule, the City decided to complete an early clearing contract prior to letting to allow the Contractor to begin construction on the path without tree clearing restrictions. To assist the City in implementing the early clearing contract, plan sheets were developed to allow for identification of clearing limits based on existing features of the roadway. The original fee estimate did not include coordination for an early clearing contract. This additional coordination resulted in an increase of

16 hours, Supervising Engineer	$16 \times \$151.98 = \$2,431.68$
Total	$\$2,431.68$

Additional Duke Energy Utility Coordination

During initial conflict analysis, it was found that an existing Duke Energy streetlight would be in conflict with the proposed project. Over the course of the project, Duke Energy submitted four separate work plans that were reviewed by WSP. The first three work plans were conditional on the City providing more right-of-way information or clearing specific trees, which the City was unable to do. The streetlight that is in conflict currently illuminates an existing culvert headwall which will be located behind the trail and a pedestrian railing in the final condition, reducing the need for illumination. Given the constraints, the quickest and cheapest solution would have been to remove the streetlight instead of relocating it. The City expressed their desire that the streetlight be kept, and if possible, relocated further north of its current location to illuminate an existing pedestrian crossing. This extra coordination with Duke to try to meet the City's requested relocation resulted in an increase of \$1,811.46, and a breakdown of the hours is as follows;

14 hours, Lead Engineer	$16 \times \$129.39 = \$1,811.46$
Total	$\$1,811.46$

Additional Vectren Utility Coordination

Over the course of the project, Vectren Gas submitted four separate revisions of their facility locations. Vectren continued to update the location of their facilities post-letting. These changes required updates to the design plans as well as re-assessment of any potential conflicts between the proposed design and the facilities. This unexpected extra coordination and revisions resulted in an increase of \$2,329.02, and a breakdown of the hours is as follows;

18 hours, Lead Engineer	$16 \times \$129.39 = \$2,329.02$
Total	$\$2,329.02$

Total out of scope work is \$34,709.16, however \$15,527.00 is being requested for this task in this supplement.

Section 6: Geotechnical Investigation

CONSULTANT was able to reduce the amount of necessary field investigation work performed to meet the original scope of the project.

Section 8: Right of Way Plan Development

CONSULTANT was able to reduce the number of impacted parcels during design, therefore reducing the number of parcels needing full R/W Services.

APPENDIX "D2"

A. Amount of Payment

1. The CONSULTANT shall receive as payment for the satisfactory performance of the work performed under this LPA-CONSULTING CONTRACT SUPPLEMENTAL NO. 2 a maximum amount payable not to exceed \$366,645.00, which shall not be increased unless a modification of this Contract is approved in writing by the LPA and the Indiana Department of Transportation. The following is a breakdown of the tasks and associated fees.

Task	Supplement No. 1	Supplement No. 2	Difference	
Topographic Survey – SJCA (DBE)	\$40,340.00	\$40,340.00		Lump Sum
Parcel R/W Staking – SJCA (DBE)	\$2,800.00	\$2,800.00		NTE
Environmental Document – NS Services (DBE)	\$25,016.00	\$25,016.00		Lump Sum
Structure Design	\$36,080.00	\$36,080.00		Lump Sum
Hydraulics/Permitting	\$34,238.00	\$34,238.00		Lump Sum
Roadway Design	\$82,348.00	\$97,875.00	\$15,527.00	Lump Sum
Geotechnical Engineering/Report	\$59,878.00	\$49,721.00	(\$10,157.00)	NTE
Traffic Design	\$12,392.00	\$12,392.00		Lump Sum
R/W Engineering	\$23,960.00	\$23,960.00		NTE
R/W Services	\$41,880.00	\$36,510.00	(\$5,370.00)	NTE
Post Bid Services	\$7,713.00	\$7,713.00		Hourly NTE
Total Maximum Compensation	\$366,645.00	\$366,645.00	\$0.00	NTE



Board of Public Works Staff Report

Project/Event: Construction Contract for the Neighborhood Greenways Project Phase 1
Petitioner/Representative: Engineering Department
Staff Representative: Russell White
Date: 12/21/2021

Report

This Neighborhood Greenways contract includes installing traffic calming on East 7th Street (Union St to Overhill Dr) W Graham and Ralston Drives (Rockport Rd to Bryan Street). The City received Three (3) Bids for this project. They are as follows;

- E & B Paving LLC \$664,400.00
- Milestone Contactors LP \$545,545.00
- Rivertown Construction LLC \$439,876.10

The projects maintenance of traffic is to be approved by the Board with this contract. Staff reviewed the Bids and Rivertown Construction, LLC, was the lowest responsible and responsive Bidder, with a Bid of \$439,876.10

Project estimate is \$295,743.00. Funding Source: 454-07-070000-54310.

City of Bloomington Contract and Purchase Justification Form

Vendor: Rivertown Construction, LLC

Contract Amount: \$439,876.10

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 type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" 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.

of Submittals: 3

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

<input checked="" type="checkbox"/>	<input type="checkbox"/>
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- E & B Paving LLC \$664,400.00
- Milestone Contactors LP \$545,545.00
- Rivertown Construction LLC \$439,876.10

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

Staff reviewed the Bids and are recommending awarding the contract to Rivertown Construction LLC. the lowest responsible and responsive Bidder

Russell White

Project Manager

Engineering Department

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

Rivertown Construction, LLC

FOR

Neighborhood Greenways Projects Phase 1

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services. **This Neighborhood Greenways contract includes installing traffic calming on East 7th Street (Union St to Overhill Dr.) W Graham and Ralston Drives (Rockport Rd. to Bryan Street).** (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

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

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Rivertown Construction LLC
Attn: Russell White	ATTN: Keith Sanderson, Vice President

P.O. Box 100 Suite 130	P.O. Box 444
Bloomington, Indiana 47402	Newburg, IN 47629

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

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

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

DATE: _____

BY:

BY:

City of Bloomington
Bloomington Board of Public Works

Rivertown Construction, LLC

Dana Henke, President

Contractor 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"

Neighborhood Greenways Projects Phase 1

This project shall include, but is not limited to, installing traffic calming on East 7th Street (Union St to Overhill Dr.) W Graham and Ralston Drives (Rockport Rd. to Bryan Street).

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

AFFIDAVIT

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

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

“E-Verify AFFIDAVIT”

E-Verify AFFIDAVIT

Commission #:

ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS

STATE OF INDIANA)
) SS:

COUNTY OF _____)

AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

Commission #: _____

ATTACHMENT 'E'
"Unit Prices"



City of Bloomington
Planning and Transportation Department

Letting Date: December 20th, 2021

Proposal Schedule of Items (Unit Prices)

Page 1 of 2

Project Title : Neighborhood Greenways Phase 1

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	LS	8,500.00	8,500.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1	LS	22,000.00	22,000.00
003	201-52370	CLEARING RIGHT OF WAY	1	LS	79,000.00	79,000.00
004	303-01180	COMPACTED AGGREGATE NO 53	75	TON	55.00	4,125.00
005	304-12624	HMA PATCHING, PARTIAL DEPTH, TYPE B	12	TON	280.00	3,360.00
006	305-07468	PCCP BASE PATCHING, 12 IN	135	SYS	55.00	7,425.00
007	402-05495	HMA SPEED CUSHION	19	EACH	1,520.00	28,880.00
008	604-04452	LIMESTONE	715	CFT	35.00	25,025.00
009	604-06070	SIDEWALK CONCRETE, 4 IN	207	LFT	115.00	23,805.00
010	604-08086	CURB RAMP, CONCRETE	104	SYS	225.00	23,400.00
011	604-12083	DETECTABLE WARNING SURFACES	31	SYS	640.00	19,840.00
012	605-06120	CURB, CONCRETE (VERTICAL)	1006	LFT	50.00	50,300.00
013	605-06125	CURB, CONCRETE, MODIFIED - REINFORCED, MAX 18 IN EXPOSED FACE	59	LFT	150.00	8,850.00
014	605-06140	CURB AND GUTTER, CONCRETE	57	LFT	34.00	1,938.00
015	611-08232	MAILBOX ASSEMBLY, RESET SINGLE	13	EA	200.00	2,600.00
016	621-06570	TOPSOIL	82	CYS	49.00	4,018.00
017	621-06575	SODDING, NURSERY	491	SYS	20.00	9,820.00
018	720-12797	CASTING, INLET, ADJUST TO GRADE	1	EACH	950.00	950.00
019	720-94840	CASTING, WATER VALVE, ADJUST TO GRADE	1	EACH	350.00	350.00
020	801-04308	ROAD CLOSURE SIGN ASSEMBLY	4	EACH	214.00	856.00
021	801-06640	CONSTRUCTION SIGN, A	27	EACH	165.00	4,455.00
022	801-06775	MAINTAINING TRAFFIC	1	LS	24,750.00	24,750.00
023	801-07119	BARRICADE, III-B	150	LFT	14.00	2,100.00
024	802-05704	SIGN POST, SQUARE TYPE 1 UNREINFORCED ANCHOR BASE	324	LFT	25.00	8,100.00
025	802-07060	SIGN, SHEET, RELOCATE	10	EACH	100.00	1,000.00
026	802-09838	SIGN, SHEET, WITH LEGEND, 0.080 IN.	121	SFT	30.00	3,630.00
027	802-09840	SIGN, SHEET, WITH LEGEND, 0.100 IN.	132	SFT	30.00	3,960.00
028	805-02645	SIGNAL POLE FOUNDATION, 24 x 24 x 36	4	EACH	750.00	3,000.00
029	805-04133	SIGNAL POLE, PEDESTAL, 15'	4	EACH	1,000.00	4,000.00

CONTINUED TO NEXT PAGE



City of Bloomington
Planning and Transportation Department

Letting Date: December 20th, 2021

Proposal Schedule of Items (Unit Prices)

Page 2 of 2

Project Title: Neighborhood Greenways Phase 1

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
030	805-11799	RECTANGULAR RAPID FLASHING BEACON, DOUBLE SIDED	4	EACH	7,000.00	28,000.00
031	805-11817	PEDESTRIAN PUSH BUTTON, APS	4	EACH	1,000.00	4,000.00
032	808-02977	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, BIKE SYMBOL	19	EACH	250.00	4,750.00
033	808-03439	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 24 IN.	109	LFT	7.00	763.00
034	808-05929	TRANSVERSE MARKING, THERMOPLASTIC, CROSSWALK LINE, WHITE, 8 IN.	110	LFT	2.21	243.10
035	808-06609	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, CHEVRON (PAIRS) WHITE	19	EACH	400.00	7,600.00
036	808-02979	PAVEMENT MESSAGE MARKING, THERMOPLASTIC, SPEED HUMP MARKING	28	EACH	375.00	10,500.00
037	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, WHITE, 24 IN.	19	LFT	7.00	133.00
038	808-09314	GREENWAY CURVED LINE, GREEN, PAINT, 4 IN, CART APPLIED	3500	LFT	1.10	3,850.00

TOTAL PROJECT BID:	439,876.10
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Bidder acknowledges that

1. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

SECTION IX

SPECIFICATIONS

Indiana Department of Transportation Standard Specifications dated 2020 and current supplements thereto, to be used with this project.



**City of Bloomington
Public Works Department**

Placeholder: Contract for Walnut Street (Winslow to
Ridgeview) Sidewalk Project.



Board of Public Works Staff Report

Project/Event: Construction Agreement for Park Ridge Road Resurfacing Project, Milestone Contractors, LP

Petitioner/Representative: Engineering Department

Staff Representative: Matt Smethurst

Date: December 21st, 2021

Report: This project shall include the milling and resurfacing of asphalt pavement, the installation of sidewalks, curb, ADA complaint ramps, and pavement markings. Bids were opened at a virtual meeting on December 20th, 2021. The City received two bids:

- E & B Paving, LLC- \$242,242.00
- Milestone Contractors, LP- \$244,037.50

E & B Paving, LLC, was the lowest bidder. The bid submitted by E & B Paving, LLC, was not responsive per Indiana State Code.

Milestone Contractors, LP, was the lowest responsive and responsible bidder. Construction is anticipated to begin in April, 2022. Single lane restrictions will be in place during construction utilizing flaggers. This project is locally funded.

City of Bloomington Contract and Purchase Justification Form

Vendor: Milestone Contractors, LP

Contract Amount: \$244,037.50

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 type="checkbox"/> Request for Proposal (RFP)	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Not Applicable (NA)
<input checked="" 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.

of Submittals: 2

Yes No

Met city requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Met item or need requirements?

<input checked="" type="checkbox"/>	<input type="checkbox"/>
-------------------------------------	--------------------------

Was an evaluation team used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was scoring grid used?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Were vendor presentations requested?

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

Was the lowest cost selected? (If no, please state below why it was not.)

<input type="checkbox"/>	<input checked="" type="checkbox"/>
--------------------------	-------------------------------------

The lowest bid was not responsive per Indiana State Code. The second lowest bid was then selected.

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

Milestone Contractors was the lowest responsive and responsible bidder.

Matt Smethurst

Project Manager

Engineering

Print/Type Name

Print/Type Title

Department

AGREEMENT

BETWEEN

CITY OF BLOOMINGTON

ENGINEERING DEPARTMENT

AND

MILESTONE CONTRACTORS, LP

FOR

PARK RIDGE ROAD RESURFACING PROJECT

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for the milling and resurfacing of asphalt pavement, the installation of sidewalks, curb, ADA complaint ramps, and pavement markings on North Park Ridge Road (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

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

2.02 All work required under this Agreement shall be substantially completed by the CONTRACTOR within sixty (60) calendar days from the date of the Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean that all work is sufficiently completed in accordance with the plans and specifications, as modified by any approved change orders, so that it can be used for its intended purpose.

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

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

ARTICLE 3. COMPENSATION

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

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

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

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

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

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

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

5.05 Insurance

5.05.01

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

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

General Aggregate Limit (other than Products/Completed Operations)

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

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

5.08 Non-Discrimination

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

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

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

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

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

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

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

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

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	Milestone Contractors, LP
Attn: Matt Smethurst	Attn: Aaron Chandler
P.O. Box 100 Suite 130	4755 West Arlington Road
Bloomington, Indiana 47402	Bloomington, Indiana 47404

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Drug Testing Plan

In accordance with Indiana Code 4-13-18 as amended, the CONTRACTOR was required to submit with his/her bid a written drug testing policy for a public works project that is estimated to cost \$150,000 or more. Among other things, the law sets forth specific requirements that must be in the plan for a program to test the employees of the CONTRACTOR and Subcontractors for drugs. The successful CONTRACTOR must comply with all provisions of the statute. This contract is subject

to cancellation if CONTRACTOR fails to implement its testing program during the term of this contract, fails to provide information regarding this testing at the request of CITY; or provides false information to CITY regarding CONTRACTOR's employee drug testing program. CONTRACTOR shall sign an affidavit, attached as Attachment D, affirming that CONTRACTOR has and shall implement CONTRACTOR'S employee drug testing program throughout the term of this project.

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

DATE: _____

City of Bloomington
Bloomington Board of Public Works

Milestone Contractors, LP

BY:

BY:

Dana Henke, President

Contractor 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"

Park Ridge Road Resurfacing Project

This project shall include, but is not limited to, the milling and resurfacing of asphalt pavement, the installation of sidewalks, curb, ADA complaint ramps, and pavement markings.

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

AFFIDAVIT

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

	Trench Safety Measure	Units of Measure	Unit Cost	Unit Quantity	Extended Cost
A.					
B.					
C.					
D.					
				Total	\$ 0.00

Method of Compliance (Specify) N/A

Date: DECEMBER 20, 20 21


Signature

AARON CHANDLER

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared
AARON CHANDLER and acknowledged the execution of the foregoing this
20 day of DECEMBER, 20 21.

My Commission Expires: 1/20/22


Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
Printed Name of Notary Public

Commission #: 650382

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



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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

E-Verify AFFIDAVIT

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

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



Signature

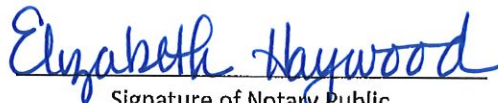
AARON CHANDLER

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER and acknowledged the execution of the foregoing this 20 day of DECEMBER, 2021.

My Commission Expires: 1/20/22



Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD

Printed Name of Notary Public

Commission #: 650382



ATTACHMENT 'D'

COMPLIANCE AFFIDAVIT

REGARDING INDIANA CODE CHAPTER 4-13-18

DRUG TESTING OF EMPLOYEES OF PUBLIC WORKS CONTRACTORS


STATE OF INDIANA)
) SS:

COUNTY OF MONROE)

AFFIDAVIT

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

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


Signature

AARON CHANDLER

Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared AARON CHANDLER
and acknowledged the execution of the foregoing this 20 day of DECEMBER, 2021.

My Commission Expires: 1/20/22

Elizabeth Haywood
Signature of Notary Public

County of Residence: MONROE

ELIZABETH HAYWOOD
Printed Name of Notary Public

Commission #: 650382



ATTACHMENT 'E'

"Unit Prices"



Project Title : Park Ridge Road Resurfacing Project

LINE	ITEM	DESCRIPTION	Approximate Quantity and Units	UNITS	UNIT PRICE	BID AMOUNT
001	105-06845	CONSTRUCTION ENGINEERING	1	L.S.	\$2,500.00	\$2,500.00
002	110-01001	MOBILIZATION AND DEMOBILIZATION	1	L.S.	\$5,300.00	\$5,300.00
003	201-52370	CLEARING RIGHT OF WAY	1	L.S.	\$1,000.00	\$1,000.00
004	202-02279	CURB AND GUTTER, REMOVE	1600	L.F.	\$12.50	\$20,000.00
005	202-52710	SIDEWALK, CONCRETE, REMOVE	56	S.Y.	\$60.00	\$3,360.00
006	205-06933	TEMPORARY INLET PROTECTION	7	EACH	\$175.00	\$1,225.00
007	301-12234	COMPACTED AGGREGATE NO. 53	61	C.Y.	\$220.00	\$13,420.00
008	304-07490	HMA PATCHING, TYPE B	15	TON	\$250.00	\$3,750.00
009	306-08034	MILLING, ASPHALT, 1 1/2 IN	4500	S.Y.	\$3.00	\$13,500.00
010	306-08037	MILLING, ASPHALT, 3 IN	1650	S.Y.	\$5.50	\$9,075.00
011	401-07321	HMA SURFACE, 9.5 mm (TYPE B)	507	TON	\$97.00	\$49,179.00
012	401-10258	JOINT ADHESIVE, SURFACE	6150	L.F.	\$0.50	\$3,075.00
013	406-05521	ASPHALT FOR TACK COAT	6150	S.Y.	\$0.25	\$1,537.50
014	502-06457	PCCP, 9 IN.	178	S.Y.	\$110.00	\$19,580.00
015	604-06070	SIDEWALK, CONCRETE, 4IN	36	S.Y.	\$130.00	\$4,680.00
016	604-08086	CURB RAMP, CONCRETE	14	S.Y.	\$275.00	\$3,850.00
017	604-12083	DETECTABLE WARNING SURFACES	3	S.Y.	\$200.00	\$600.00
018	605-97939	CURB AND GUTTER, ROLL CURB	1600	L.F.	\$41.50	\$66,400.00
019	621-06560	MULCHED SEEDING, U	267	S.Y.	\$30.00	\$8,010.00
020	801-06775	MAINTAINING TRAFFIC	1	L.S.	\$13,500.00	\$13,500.00
021	808-75297	TRANSVERSE MARKING, THERMOPLASTIC, STOP LINE, 24 IN	26	L.F.	\$11.00	\$286.00
022	808-75300	THERMOPLASTIC, CROSSWALK LINE, WHITE, 6 IN.	60	L.F.	\$3.50	\$210.00

TOTAL PROJECT BID: \$244,037.50

Bidder acknowledges that:

- each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.



Board of Public Works Staff Report

Project/Event:	Reject the Bid for Downtown Alleys Repaving Phase II Project
Petitioner/Representative:	Engineering Department
Staff Representative:	Matt Smethurst
Date:	December 21st, 2021

Report: This project shall include the milling and repaving of alleys between Kirkwood Avenue and Sixth Street and College Avenue and Morton Street. Bids were opened at a virtual meeting on December 20th, 2021. The City received one bid:

- Groomer Construction, Inc.- \$112,044.99

Groomer Construction Inc. was the lowest bidder. The submitted bid was not responsive per Indiana State Code, and staff asks that the bid be rejected.



Board of Public Works Staff Report

Project/Event: Memorandum of Understanding with Utilities Department for Cost Sharing for the Supplemental Agreement No. 1 to Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 12/21/2021

Report: This Memorandum of Understanding (MOU) details the terms of the cost sharing between the Engineering Department and the Utilities Department (CBU) for culvert inspections to be completed by Beam, Longest and Neff (BLN). The Supplemental Agreement for this work was approved at the previous Board of Public Works meeting with the condition the funding for each department was set. This MOU states the specific CBU culverts BLN will inspect and the estimated cost of the inspection, \$18,000.00, CBU will be responsible for.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Appr. – Parks & CBU MOU	Current Item	12/21/2021
Design Services Contract	Approved	11/26/2019
Design Supplemental Agreement #1	Approved	12/07/2021
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	N/A	--

City of Bloomington Contract and Purchase Justification Form

Vendor: Utilities Department

Contract Amount: \$18,000.00

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)

☐

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:

This is an interdepartmental MOU.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BLOOMINGTON UTILITIES AND
CITY OF BLOOMINGTON ENGINEERING DEPARTMENT
FOR PAYMENT OF COSTS FOR
PEDESTRIAN BRIDGE AND SMALL STRUCTURE INSPECTIONS**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established an Engineering Department (“Engineering”) 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, Engineering is engaged in the inspection of bridges, pedestrian bridges, and large culverts within the incorporated limits of the City (“Project”); and,

WHEREAS, the BPW is entering into an Agreement for Consulting Services with Beam, Longest and Neff, L.L.C (“Consultant”) to perform inspections for the Project; and

WHEREAS, the Project includes the inspection of nine large culverts (bridges) that are currently maintained by CBU (the “CBU maintained structures”) which inspections are currently estimated at a cost not to exceed \$18,000.00; and

WHEREAS, CBU wishes to have Consultant inspect the CBU maintained structures and agrees to be responsible for 100% of the total inspection costs to be paid to Consultant pursuant to the Agreement for small structure inspections in an amount not to exceed \$18,000.00.

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

1. Small Structure Inspections: CBU shall be responsible for 100% of the total inspection costs associated with the inspections of the Small Structures outlined in Phase IIB of the Supplemental Agreement No. 1 to the Agreement for Consulting Services with Consultant. A copy of the Agreement is attached hereto, marked as Exhibit “A”, and by this reference incorporated herein as though fully set forth.
2. Structures Inspected: CBU facilities to be inspected are as follows: CV11322, CV11329, CV12516, CV14426, CV17785, CV18006, CV20943, CV99001 and CV99004.
3. Access to Land: CBU shall work with the BPW and the Consultant to guarantee access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform the services under the Agreement.
4. Coordination with Consultant: CBU shall provide access, at no expense to the Consultant, to

Board's officers and/or staff, to all available information pertinent to the Project and to the use of such information as appropriate in the accomplishment of the Services.

5. Reports and Data: The BPW, through the Engineering Department, shall provide copies of all reports and data received from the Consultant to CBU.
6. Payment Process:
 - A. Consultant shall submit its invoices for completed services to Engineering.
 - B. Engineering shall promptly forward any and all invoices that include costs associated with CBU's portion of inspections to CBU.
 - C. CBU shall verify invoice accuracy and process payment directly to the Consultant up to but not exceeding \$18,000.00.
 - D. Payment shall be remitted to Consultant within forty-five (45) days of receipt of invoice.
7. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
UTILITIES SERVICE BOARD**

Jean Capler, President _____ Date _____

Attest:

LaTreana Teague, Secretary to the Board

Date _____

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Dana Henke, President	Date
-----------------------	------

Beth H. Hollingsworth, Vice President Date

Kyla Cox Deckard, Secretary
Date



Board of Public Works Staff Report

Project/Event: Memorandum of Understanding with the Parks and Recreation Department for Cost Sharing for the Supplemental Agreement No. 1 to Engineering Contract with Beam Longest and Neff, L.L.C for Pedestrian Bridge and Small Structure Inspections

Petitioner/Representative: Engineering Department

Staff Representative: Patrick Dierkes, Project Engineer

Date: 12/21/2021

Report: This Memorandum of Understanding (MOU) details the terms of the cost sharing between the Engineering Department and the Parks and Recreation Department (Parks) for the pedestrian bridge inspections to be completed by Beam, Longest and Neff (BLN). The Supplemental Agreement for this work was approved at the previous Board of Public Works meeting with the condition the funding for each department was set. This MOU states the specific Parks bridges BLN will inspect and the estimated cost of the inspection, \$10,133.32, Parks will be responsible for.

The Parks bridges to be inspected are B-Line Trail bridges over W 3rd St and W Grimes Ln, Bloomington Rail Trail bridge north of W Church Ln. and a bridge for the sidewalk in Olcott Park.

<u>Project Approvals Timeline</u>		
<u>Approval Type</u>	<u>Status</u>	<u>Date</u>
Funding Appr. – Parks & CBU MOU	Current Item	12/21/2021
Design Services Contract	Approved	11/26/2019
Design Supplemental Agreement #1	Approved	12/07/2021
ROW Services Contract	N/A	--
Public Need Resolution	N/A	--
Construction Inspection Contract	N/A	--
Construction Contract	N/A	--

City of Bloomington Contract and Purchase Justification Form

Vendor: Parks and Recreation Dept.

Contract Amount: \$10,133.32

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:

This is an interdepartmental MOU.

Patrick Dierkes

Project Engineer

Engineering

Print/Type Name

Print/Type Title

Department

**MEMORANDUM OF UNDERSTANDING
BETWEEN CITY OF BLOOMINGTON PARKS AND RECREATION DEPARTMENT
AND
CITY OF BLOOMINGTON ENGINEERING DEPARTMENT
FOR PAYMENT OF COSTS FOR
PEDESTRIAN BRIDGE AND SMALL STRUCTURE INSPECTIONS**

WHEREAS, the City of Bloomington, Indiana (“City”), pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established an Engineering Department (“Engineering”) which acts by and through the City’s Board of Public Works (“BPW”), and, pursuant to statutory authority set out in Indiana Code Section 36-4-9-4, has established the Parks and Recreation Department (“Parks”) which acts by and through its Board of Park Commissioners (“BPC”); and,

WHEREAS, Engineering is engaged in the inspection of bridges, pedestrian bridges, and large culverts within the incorporated limits of the City (“Project”); and,

WHEREAS, the BPW is entering into an Agreement for Consulting Services with Beam, Longest and Neff, L.L.C (“Consultant”) to perform inspections for the Project; and

WHEREAS, the Project includes the inspection of four bridges that are currently maintained by Parks (the “Parks maintained structures”) which inspections are currently estimated at a cost not to exceed \$10,133.32; and

WHEREAS, Parks wishes to have Consultant inspect the Parks maintained structures and agrees to be responsible for 100% of the total inspection costs to be paid to Consultant pursuant to the Agreement for small structure inspections in an amount not to exceed \$10,133.32.

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

1. Small Structure Inspections: Parks shall be responsible for 100% of the total inspection costs associated with the inspections of the Small Structures outlined in Phase IIB of the Supplemental Agreement No. 1 to the Agreement for Consulting Services with Consultant. A copy of the Agreement is attached hereto, marked as Exhibit “A”, and by this reference incorporated herein as though fully set forth.
2. Structures Inspected: Parks facilities to be inspected are as follows: PB0012, PB0013, PB0019 and PB0021.
3. Access to Land: Parks shall work with the BPW and the Consultant to guarantee access to and make all provisions for the Consultant to enter upon public and private lands as required for the Consultant to perform the services under the Agreement.
4. Coordination with Consultant: Parks shall provide access, at no expense to the Consultant, to

Board's officers and/or staff, to all available information pertinent to the Project and to the use of such information as appropriate in the accomplishment of the Services.

5. Reports and Data: The BPW, through the Engineering Department, shall provide copies of all reports and data received from the Consultant to Parks.
6. Payment Process:
 - A. Consultant shall submit its invoices for completed services to Engineering.
 - B. Engineering shall promptly forward any and all invoices that include costs associated with Parks' portion of inspections to Parks.
 - C. Parks shall verify invoice accuracy and process payment directly to the Consultant up to but not exceeding \$10,133.32.
 - D. Payment shall be remitted to Consultant within forty-five (45) days of receipt of invoice.
7. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding which shall become effective as of the date last entered below.

**CITY OF BLOOMINGTON
BOARD OF PARK COMMISSIONERS**

Kathleen Mills, President Date

Attest:

Kim Clapp, Secretary Board of Park Commiss.

Date _____

**CITY OF BLOOMINGTON
BOARD OF PUBLIC WORKS**

Dana Henke, President Date

Beth H. Hollingsworth, Vice President Date

Kyla Cox Deckard, Secretary Date



Board of Public Works Staff Report

Project/Event:	Request from Reed and Sons Construction for a full street closure on N Park Ave from E 9 th St to E 10 th St
Staff Representative:	Paul Kehrberg
Petitioner/Representative:	Matthew Rollins, Reed and Sons
Date:	December 21, 2021

Report: Reed and Sons Construction is completing utility work for the IU Collins Center Renovation and needs to make two connections in N Park Ave. They are requesting a full street closure on N Park Ave from E 9th St to E 10th St over winter break. The street would be closed from December 31, 2021 to January 7, 2022.

A detour route will be in place. There is an existing sidewalk closure on the east side of N Park Ave for the Collins Center project that will not be changed by this utility work. Also, this is one of our historic brick streets, and the contractor is working with us and Historic Preservation to make the necessary repairs.

December 16, 2021

Via Electronic Delivery

Board of Public Works
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: N Park Ave Street Closure

Dear Board Members:

Reed & Sons Construction, Inc. ("Reed & Sons") is installing the site utilities on a project for IU Collins Center Renovations subcontracted by the general contractor, Messer Construction, at 541 N Woodlawn Ave between E 10th Street and E 9th Street

To facilitate this project, Reed & Sons is respectfully requesting the temporary closure of N Park Ave between E 10th Street and E 9th Street as well as the closure of the East sidewalk along N Park Ave in accordance with the attached Management of Traffic Plan. Reed & Sons is requesting this street closure during mid-October and anticipate each closure to not last more than 3 days.

Reed & Sons will coordinate with Indiana University, Messer Construction, City of Bloomington, City of Bloomington Utilities, law enforcement, and transit providers to assure that this restriction and closure information is well communicated. Therefore, Reed & Sons respectfully requests that the Board of Public Works approves the restrictions and/or closure referenced above.

Kind regards,

Matthew Rollins
Project Manager
Reed & sons Construction, Inc.

IU COLLINS CENTER RENOVATIONS

MOT Plan

Legend

E 10th St

E 10th St

E 10th St

E 9th St

E 9th St

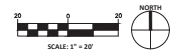
E Alice St

E 8th St

Google Earth

500 ft



[illegible]



CITY OF BLOOMINGTON

RIGHT-OF-WAY USE PERMIT APPLICATION

401 N Morton Street, Suite 130
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3913
Fax: (812) 349-3520
Email:
engineering@bloomington.in.gov

☒ ROW EXCAVATION ☐ ROW USE

ADDRESS OF ROW ACTIVITY: 541 N Woodlawn Ave

A. APPLICANT/AGENT INFORMATION: APPLICANT NAME: <u>Matthew Rollins</u> E-MAIL: <u>matthew@reedandsonsconstruction.com</u> COMPANY: <u>Reed & Sons Construction, Inc.</u> ADDRESS: <u>299 Moorman Rd</u> CITY, STATE, ZIP: <u>Bloomington, IN 47403</u> 24-HR EMERGENCY CONTACT NAME: <u>Shannon Reed</u> 24-HR CONTACT PHONE #: <u>(812) 320-7313</u> INSURANCE #*: <u>A34290903</u> COMPANY: <u>Westbend</u> BOND #*: <u>IN 31952</u> COMPANY: <u>Merchants</u> *INSURANCE & BOND MUST BE ON FILE WITH THE CITY BEFORE PERMIT WILL BE ISSUED	D. TRAFFIC CONTROL DEVICES*: <input checked="" type="checkbox"/> CONES <input type="checkbox"/> ARROWBOARD <input checked="" type="checkbox"/> LIGHTED BARRELS <input type="checkbox"/> TYPE 3 BARRICADES <input type="checkbox"/> FLAGGERS <input type="checkbox"/> BPD OFFICER *PROVIDING MUTCD COMPLIANT TEMPORARY TRAFFIC CONTROL DEVICES AND MAINTENANCE OF TRAFFIC (MOT) PLAN IS YOUR RESPONSIBILITY AND REQUIRED See page 3 for additional MOT resources; the graph paper can be used for your MOT site plan if needed or you can submit a separate sheet
SUBCONTRACTOR INFORMATION (LIST ALL COMPANIES WORKING UNDER PRIMARY CONTRACTOR PERMIT) COMPANY NAME:	E. METERED PARKING SPACES NEEDED: <input type="checkbox"/> Y <input checked="" type="checkbox"/> N IT IS THE RESPONSIBILITY OF THE APPLICANT TO RESERVE PARKING METER(S) APPLICATION LOCATED: https://bloomington.in.gov/transportation/parking/moving OR CONTACT PARKING SERVICES WITH QUESTIONS AT (812)349-3436
B. WORK DESCRIPTION: <input type="checkbox"/> POD/DUMPSTER <input type="checkbox"/> CRANE <input type="checkbox"/> SCAFFOLDING <input checked="" type="checkbox"/> CONSTRUCTION USE* (EXPLAIN): <u>Excavation for Utilities</u> *EXCAVATION, LONG TERM USE FOR STORAGE OF MATERIAL/EQUIPMENT/WALKAROUND	F. IS THIS A <input type="checkbox"/> CBU* <input type="checkbox"/> COUNTY* <input checked="" type="checkbox"/> IU* <input type="checkbox"/> NP* PROJECT? PROJECT NAME: <u>BL000B Collins Center Revonatiion</u> PROJECT #: <u>20191775</u> PROJECT MGR.: PROJECT MGR. #: *CBU = CITY OF BLOOMINGTON UTILITIES *COUNTY = MONROE COUNTY *IU= INDIANA UNIVERSITY *NP= NOT-FOR-PROFIT AGENCY
C. RIGHT OF WAY TO BE USED/CLOSED: STREET NAME 1: <u>Park Ave</u> 1ST INTERSECTING STREET NAME: <u>E 10th St</u> 2ND INTERSECTING STREET NAME: <u>E 9th St</u> <input checked="" type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input checked="" type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: <u>12/31/2021</u> END DATE: <u>1/7/2021</u> # OF DAYS*: <u>7</u> STREET NAME 2: 1ST INTERSECTING STREET NAME: 2ND INTERSECTING STREET NAME: <u>E 9th</u> <input type="checkbox"/> ROAD CLOSURE <input type="checkbox"/> LANE CLOSURE 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> <input type="checkbox"/> SIDEWALK* <input type="checkbox"/> BIKE LANE <input type="checkbox"/> OTHER TRANSIT STOP? <input type="checkbox"/> Y <input type="checkbox"/> N PARKING LANE(S)** <input type="checkbox"/> Y <input type="checkbox"/> N **NON-METERED START DATE: END DATE: # OF DAYS*: *SIDEWALK CLOSURES FOR A PERIOD OR PERIODS TOTALING 24HRS OR MORE SHALL INSTALL A WALKAROUND UNLESS OTHERWISE APPROVED DURING REVIEW	G. EXCAVATIONS: SQ FT OF PAVEMENT* EXCAVATIONS : <u>299</u> *PAVEMENT INCLUDES: IN OR UNDER CONCRETE, OR ASPHALT INCLUDING CURBS SQ FT OF NON-PAVEMENT* EXCAVATIONS: *DIRT, GRASS, GRAVEL, LANDSCAPE AREA OR OTHER UNPAVED SURFACE LINEAL FT OF BORE*: *BORE PITS SHALL BE CALCULATED AS SQ FT EXCAVATIONS # OF POLE INSTALLATIONS/REMOVAL: SQ FT OF SIDEWALK RECONSTRUCTION*: <u>932</u> *CONCRETE OR ASPHALT SIDEWALK/PATH BEING IMPROVED/REPLACED SQ FT OF SIDEWALK NEW CONSTRUCTION*: *CONCRETE OR ASPHALT SIDEWALK/PATH THAT IS NEW INFRASTRUCTURE #RESIDENTIAL DRIVEWAY INSTALLATION:
STANDARD CLOSURE HOURS MON-FRI*: 9:00 AM - 3:00 PM & 6:00 PM - 9:00 PM STANDARD CLOSURE HOURS <input type="checkbox"/> *NON-STANDARD CLOSURE HOURS <input type="checkbox"/> REQUESTED CLOSURE HOURS: AM - PM *non-standard hours may not be allowed near schools, on arterials, or other circumstances and are subject to approval during the permitting process BMC 14.09.040 allows work from 6 AM to 10 PM without violating the noise ordinance (7AM to 9PM for pneumatic hammers)	H. INDEMNIFICATION AGREEMENT: The petitioner/applicant hereby agrees to hold harmless, defend and to indemnify the City of Bloomington from or against all claims, action, damages and expenses, including but not limited to reasonable attorney's fees or any alleged injury and/or death to any person or damage to any property arising, or alleged to have arisen out of any act of commission or omission on the part of the petitioner/applicant, his/her heirs, successors, or assigns regardless of whether such acts are the direct or indirect result of the public right-of-way use pursuant to this permit grant. I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT THE FOREGOING REPRESENTATIONS ARE TRUE. PRINT NAME: <u>R. Shannon Reed</u> SIGNATURE: <u>[Signature]</u> DATE: <u>12/16/2021</u>



TO SUBMIT A LOCATE REQUEST 24 HRS A DAY,
7 DAYS A WEEK
CALL 811 OR 800-382-5544
CALL 2 WORKING DAYS BEFORE YOU DIG.
IT'S THE LAW.

For Administration Use Only (applicable to CLOSURE approval)

Approved By: _____ ☐ BPW ☐ City Engineer ☐ Director Date: _____

Staff Representative: _____ Phone#: _____ Date: _____



Board of Public Works Staff Report

Project/Event: 2021 MSI Security & Investigations Agency
Patrol of the 4th Street Garage

Petitioner/Representative: Public Works , Ryan Daily

Staff Representative: Ryan Daily

Date: 12.21.2021

Report:

Due to high vandalism and excessive loitering during the evening hours at the 4th Street Garage, Parking Garages have requested 3rd party security patrols during the evening hours.

MSI has proposed a four patrols 7 days per week through January 31, 2022.

Total cost of contract = \$2,325.00

Project Funding Source: 101.19.190000.53990

City of Bloomington Contract and Purchase Justification Form

Vendor: MSI Security & Investigations

Contract Amount: \$2,325

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: 0

Yes No

Met city requirements?

☒☐

Met item or need requirements?

☒☐

Was an evaluation team used?

☐☒

Was scoring grid used?

☐☒

Were vendor presentations requested?

☐☒

Was the lowest cost selected? (If no, please state below why it was not.)

☐☒

Due to the amount of vandalism and excessive loitering at the parking garages, patrols are requested at this location as soon as possible.

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

Due to the amount of vandalism and excessive loitering at the parking garages, patrols are requested at this location as soon as possible.

Ryan Daily

Garage Manager

Public Works/Parking Services

Print/Type Name

Print/Type Title

Department



12/14/2021 | **QUOTE**

Marshall Private Security (MSI)
2520 W 3rd Street
Bloomington, Indiana 47403
Marshall@MarshallMSI.com
812-345-4016
www.marshall@msi.com

Adam Wason

Director, Department of Public Works
City of Bloomington, IN
wasona@bloomington.in.gov
812.349.3516
bloomington.in.gov

Site Location	Officers Quoted	Days Quoted	Start Date	End Date	Payment Terms
4 th Street Parking Garage	1	7	UNK	UNK	Net 30

Service Type	Quoted Rate	Service Description	Day/Hours Requested	Armed/Unarmed	Line Total
Uniformed Guard Service	\$75 for 4 patrols 18.75 a patrol	Uniformed Guard with Patrol Vehicle 7 Days a week random patrols between 9pm and 4am	Monday-Sunday	Unarmed	\$2,325 Monthly

Thank you for your business!

Marshall Security and Private Investigations is a Veteran owned and locally operated security agency. We are a business built by community to serve the community and are grateful for your support as we stay **Ever Vigilant** in keeping your home, family, and business safe.

Notes

We Guarantee to beat any written quoted price.

Service Total

\$2,325.00

SUBTOTAL

TAX

-

TOTAL

\$2,325.00

**2022 SERVICE AGREEMENT BETWEEN CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT AND
Marshall Security & Private Investigations (MSI)**

This Agreement, entered into on this 1st day of January, 2022, by and between the City of Bloomington Department of Public Works (the “Department”), and MSI Security & Private Investigations Agency (“Contractor”).

Article 1. Scope of Services Contractor shall perform the following services: provide four (4) patrols of the 4th Street Garage during the hours of 9pm – 4am, 7 days per week through January 31, 2022. These services will be performed at the 4th St Garage (“Services”) for Two Thousand, Three Hundred Twenty-Five Dollars. (\$2,325). Contractor shall diligently provide the Services under this Agreement and shall complete the Services described in this Agreement in a timely manner consistent with the Standard of Care identified in Article 2. Contractor shall complete the Services required under this Agreement on or before, January 1, 2022, unless the parties mutually agree to a later completion date. Completion shall mean completion of all work related to the Services. In the performance of Contractor’s work, Contractor agrees to maintain such coordination with the Department as may be requested and desirable, including primary coordination with Ryan Daily, Parking Garage Manager, Public Works Department. Contractor agrees that any information or documents, including digital GIS information, supplied by the Department pursuant to Article 3, below, shall be used by Contractor for this project only, and shall not be reused or reassigned for any other purpose without the written permission of the Department.

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

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

Article 4. Compensation The Department shall pay Contractor for all fees and expenses in an amount not to exceed Two Thousand, Three Hundred Twenty-Five Dollars. (\$2,325). Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. Contractor shall submit an invoice to the Department upon the completion of the Services described in Article 1. **Invoices shall be sent via email to publicworks@bloomington.in.gov or via first class mail postage prepaid to Public Works Department, 401 N. Morton Street, Suite 120, Bloomington, IN 47404.** Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the Department or its designated project coordinator prior to such work being performed, or expenses incurred. The Department shall not make payment for any unauthorized work or expenses.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department: City of Bloomington Public Works, Attn: Ryan Daily, 401 N. Morton, Suite 120, Bloomington, Indiana 47404.

Contractor: Marshall Private Security 2520 W. 3rd Street, Bloomington, IN. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the Department and Contractor.

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

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

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

CITY OF BLOOMINGTON

Marshall Security & Private Investigations (MSI)

John Hamilton, Mayor

Name, Title

CITY OF BLOOMINGTON PUBLIC WORKS

Adam Wason, Director

Dana Henke, President, Board of Public Works

STATE OF INDIANA)
)SS:
COUNTY OF _____)

EXHIBIT B

STATE OF INDIANA)
) SS:
COUNTY OF _____)

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 2021.

Marshall Security and Private Investigations (MSI)

By: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____ and acknowledged the execution of the foregoing this _____ day of _____, 2021.

Notary Public's Signature

My Commission Expires: _____

Printed Name of Notary Public

County of Residence: _____

Commission Number:



Board of Public Works Claim Register

Invoice Date Range 12/11/21 -
12/23/21

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				
Alexander Velez, Jr.	01-refund adoption fee-12/9/21		12/23/2021	40.00
	Account 43430 - Animal Adoption Fees Totals	Invoice 1		<u>\$40.00</u>
		Transactions		
Account 43442 - Equipment Deposits				
Camille Pushman	01-refund trap deposit-12/10/21		12/23/2021	40.00
	Account 43442 - Equipment Deposits Totals	Invoice 1		<u>\$40.00</u>
		Transactions		
Account 52110 - Office Supplies				
6530 - Office Depot, INC	01 - office supplies - stamp pad gel blue		12/23/2021	5.09
6530 - Office Depot, INC	01 - office supplies - 2"x800" Tape 6 pk		12/23/2021	8.76
	Account 52110 - Office Supplies Totals	Invoice 2		<u>\$13.85</u>
		Transactions		
Account 52210 - Institutional Supplies				
313 - Fastenal Company	01 - (2) 5 gal of FC laundry Detergent		12/23/2021	164.14
4586 - Hill's Pet Nutrition Sales, INC	01 - Prescription Cat/Dog food/ prescription food (1 case)		12/23/2021	47.52
4586 - Hill's Pet Nutrition Sales, INC	01 - Prescription Cat/Dog food (3 case)		12/23/2021	142.56
4586 - Hill's Pet Nutrition Sales, INC	01 - Prescription Cat/Dog food (4 case)		12/23/2021	190.08
4586 - Hill's Pet Nutrition Sales, INC	01 - Dog, kitten and Cat Food		12/23/2021	229.40
3929 - IDEXX Laboratories, INC	01 - FIV/FELV and Heartworm tests for Dec 3, 2021		12/23/2021	1,750.64



Board of Public Works Claim Register

Invoice Date Range 12/11/21 -
12/23/21

4574 - John Deere Financial (Rural King)	01-litter-50 40lb bags pellet bedding-11/30/21	12/23/2021	249.50
4574 - John Deere Financial (Rural King)	01-Shelter marketing decorations-string lights-12/1/21	12/23/2021	16.78
4574 - John Deere Financial (Rural King)	01-rabbit & guinea pig food-11/22/21	12/23/2021	27.49
4549 - Kroger Limited Partnership I	01-rabbit food-lettuce, spinach, cilantro-11/22/21	12/23/2021	16.99
4549 - Kroger Limited Partnership I	01-rabbit food-lettuce, parsley, cilantro-12/9/21	12/23/2021	8.14
4549 - Kroger Limited Partnership I	01-rabbit food-parsley, lettuce, cilantro-12/2/21	12/23/2021	31.01
4633 - Midwest Veterinary Supply, INC	01 - Rabbit Food 10 lb.	12/23/2021	10.14
4633 - Midwest Veterinary Supply, INC	01 - Rabbit Food 10 lb.	12/23/2021	10.14
4633 - Midwest Veterinary Supply, INC	01 - Antifungal Shampoo 7.1 oz	12/23/2021	14.31
4633 - Midwest Veterinary Supply, INC	01 - Rabbit Food 50 lb	12/23/2021	39.10
4633 - Midwest Veterinary Supply, INC	01 - vet supplies (Gloves) 10 boxes of 100	12/23/2021	83.81
4633 - Midwest Veterinary Supply, INC	01 - Syringes and supportive therapies	12/23/2021	84.01
4633 - Midwest Veterinary Supply, INC	01 - antibiotics, syringes, artificial tears and artificial tear	12/23/2021	94.50
4633 - Midwest Veterinary Supply, INC	01 - rabbit food and Fluids vet supplies	12/23/2021	114.46
4633 - Midwest Veterinary Supply, INC	01 - appetite stimulant, antiseptic, syringes	12/23/2021	173.36
4633 - Midwest Veterinary Supply, INC	01 - vet supplies-antibiotics, supportive care, antiparasites	12/23/2021	631.56
4633 - Midwest Veterinary Supply, INC	01 - dog & cat vaccines	12/23/2021	1,260.00
4633 - Midwest Veterinary Supply, INC	01 - 55 gal of sanitizer	12/23/2021	1,474.34
4666 - Zoetis, INC	01 - Antibiotics, inv# 9015090951	12/23/2021	254.81
4666 - Zoetis, INC	01 - antibiotics, vet supplies - antiparasites	12/23/2021	318.92

Account **52210 - Institutional Supplies** Totals

Invoice 26
Transactions

\$7,437.71



Board of Public Works Claim Register

Invoice Date Range 12/11/21 -
12/23/21

Account **52310 - Building Materials and Supplies**

394 - Kleindorfer Hardware & Variety	01 - 4 foam window seal for shelter repairs	12/23/2021	9.16
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Account 52310 - Building Materials and Supplies Totals	Invoice 1	\$9.16
	Transactions	

Account **52420 - Other Supplies**

6222 - Apple, INC	01-10.2 inch Ipad Wi-Fi, AppleCare+for Ipad, Smart Cover for Ipa	12/23/2021	1,114.00
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9523 - Freedom Business Solutions, LLC	01-Toner for Printer HP Compatible Laser Jet Pro 400 mfp	12/23/2021	98.00
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Account 52420 - Other Supplies Totals	Invoice 2	\$1,212.00
	Transactions	

Account **53130 - Medical**

54639 - Shake Veterinary Services, INC (Town & Country Vet	01 -surgeries, diagnostics, vet visits for various animals	12/23/2021	844.20
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54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - surgeries, diagnostics, vet visits: spay and neuter	12/23/2021	318.90
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Account 53130 - Medical Totals	Invoice 2	\$1,163.10
	Transactions	

Account **53160 - Instruction**

5817 - Virgil E Sauder	01 - AAWA Conference fee	12/23/2021	119.00
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Account 53160 - Instruction Totals	Invoice 1	\$119.00
	Transactions	

Account **53220 - Postage**

4487 - PMB East, INC (PakMail)	01 - BOH Rabies Lab	12/23/2021	22.82
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Account 53220 - Postage Totals	Invoice 1	\$22.82
	Transactions	

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	01-ACC-water/sewer bill-November 2021	12/14/2021	484.99
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Account 53530 - Water and Sewer Totals	Invoice 1	\$484.99
	Transactions	

Account **53540 - Natural Gas**



Board of Public Works Claim Register

Invoice Date Range 12/11/21 -
12/23/21

222 - Vectren	01-ACC-gas bill 11/2-12/2/21	12/14/2021	391.05
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-November 2020 management fee	12/14/2021	90.67
Account 53540 - Natural Gas Totals		Invoice 2 Transactions	\$481.72
Account 53610 - Building Repairs			
1537 - Indiana Door & Hardware Specialties, INC	01-SA Service Call to Adjust Door @ animal shelter 9/14/2021	BC 2021-22 12/23/2021	135.00
Account 53610 - Building Repairs Totals		Invoice 1 Transactions	\$135.00
Account 53990 - Other Services and Charges			
4045 - Datamars, INC	01 - microchip registrations	12/23/2021	29.97
231 - IU Health OCC Health Services	01 - hearing test for Vicki L Minder, INV# 00125325-00	12/23/2021	34.00
231 - IU Health OCC Health Services	01 - hearing tests for Lisa R Ritchel, inv# 00125004-00	12/23/2021	34.00
231 - IU Health OCC Health Services	01 - hearing tests for various employees, Inv# 00124890-00	12/23/2021	544.00
Account 53990 - Other Services and Charges Totals		Invoice 4 Transactions	\$641.97
Account 54510 - Other Capital Outlays			
7552 - American Incinerators Corp (US Cremation Equipment	01 - Incinerator System	12/23/2021	78,898.00
Account 54510 - Other Capital Outlays Totals		Invoice 1 Transactions	\$78,898.00
Program 010000 - Main Totals		Invoice 46 Transactions	\$90,699.32
Program 010001 - Donations Over \$5K			
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01 Heartworm Treatments For Domestic Cat 12/3/21	12/23/2021 12/23/2021	390.08
Account 53130 - Medical Totals		Invoice 1 Transactions	\$390.08
Program 010001 - Donations Over \$5K Totals		Invoice 1 Transactions	\$390.08



Board of Public Works Claim Register

Invoice Date Range 12/11/21 -
12/23/21

Department **01 - Animal Shelter** Totals

Invoice 47
Transactions

\$91,089.40

Department **02 - Public Works**

Program **020000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC	02 - Deskpads (monthly) 22x17	12/23/2021	7.99
6530 - Office Depot, INC	02- Black Gel pens & Mini Notepads for PW Admin	12/23/2021	42.27
6530 - Office Depot, INC	02-Deskpads, folders, notebooks, Batteries, Tape, Highlighter	12/23/2021	188.18
Account 52110 - Office Supplies Totals			Invoice 3 Transactions
			\$238.44

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	02- Notary CE For PW Admin	12/23/2021	50.00
Account 53160 - Instruction Totals			Invoice 1 Transactions
			\$50.00

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

7539 - ReCollect Systems INC	02-Sanitation Services Software	BC 2021-85	12/23/2021	11,669.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals			Invoice 1 Transactions	\$11,669.00

Account **53210 - Telephone**

1079 - AT&T	02-Radio circuits-phone charges 10/29-11/28/21	12/14/2021	181.19	
Account 53210 - Telephone Totals			Invoice 1 Transactions	\$181.19

Account **54510 - Other Capital Outlays**

18844 - First Financial Bank, N.A.	02-Escrow for Pay Application #3 BT Bus Stops	BC 2020-107	12/23/2021	4,722.83
7627 - River Town Construction, LLC	02 Payment of BT Stops Invoice #2 to be Reimbursed by BT	BC 2020-107	12/23/2021	20,047.35
Account 54510 - Other Capital Outlays Totals			Invoice 2 Transactions	\$24,770.18



Board of Public Works Claim Register

Invoice Date Range 12/11/21 - 12/23/21

Program **020000 - Main** Totals
Department **02 - Public Works** Totals

Invoice 8	\$36,908.81
Transactions	
Invoice 8	\$36,908.81
Transactions	

Department **03 - City Clerk**

Program **030000 - Main**

Account **53230 - Travel**

3560 - First Financial Bank / Credit Cards	03-ILMCT Annual Conf-Evansville-11/7-11/9/21-Hotel	12/23/2021	696.78
3560 - First Financial Bank / Credit Cards	03-ILMCT Annual Conf-Evansville-11/7-11/9/21-fuel	12/23/2021	46.03
5461 - F Nicole Bolden	03-IL IIMCT Conference travel reimbursements-Evansville	12/23/2021	115.74

Account **53230 - Travel** Totals

Invoice 3	\$858.55
Transactions	

Account **53310 - Printing**

6891 - Gatehouse Media Indiana Holdings	03-The Herald Times Resolution 21-35 Notice to Taxpayers	12/23/2021	323.84
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Account **53310 - Printing** Totals

Invoice 1	\$323.84
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Program **030000 - Main** Totals

Transactions	
Invoice 4	\$1,182.39

Department **03 - City Clerk** Totals

Transactions	
Invoice 4	\$1,182.39

Transactions	
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Department **04 - Economic & Sustainable Dev**

Program **040000 - Main**

Account **52110 - Office Supplies**

7149 - Namify, LLC	04-Replacement ESD Magnetic Name Tags (12)	12/23/2021	141.96
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Account **52110 - Office Supplies** Totals

Invoice 1	\$141.96
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Transactions	
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Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	04: ICI Conference Registration (Kupersmith)	12/23/2021	495.00
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Board of Public Works Claim Register

Invoice Date Range 12/11/21 - 12/23/21

3560 - First Financial Bank / Credit Cards	04: ICI Conference Registration (Goodman)	12/23/2021	495.00
3560 - First Financial Bank / Credit Cards	04: IN Energy Conference (Clemens)	12/23/2021	159.71
Account 53160 - Instruction Totals		Invoice 3 Transactions	<hr/> \$1,149.71
Account 53170 - Mgt. Fee, Consultants, and Workshops			
7214 - Pale Blue Dot, LLC	04 - Climate Vulnerability Assessment -11/29/21	12/23/2021	1,860.00
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1 Transactions	<hr/> \$1,860.00
Account 53910 - Dues and Subscriptions			
517 - Indiana Economic Development Association, INC	04: IEDA Membership (ESD)-thru 1/1/23	12/23/2021	295.00
53442 - Paragon Micro, INC	04 - Microsoft Power BI Allocated Subscription	12/23/2021	9.16
53442 - Paragon Micro, INC	04 - Microsoft Power BI Allocated Subscription	12/23/2021	9.16
53442 - Paragon Micro, INC	04 - Microsoft Power BI Allocated Subscription	12/23/2021	9.16
5954 - The Greater Bloomington Chamber Of Commerce, INC	04-Women in Leadership Seat (Kupersmith)	12/23/2021	25.00
5954 - The Greater Bloomington Chamber Of Commerce, INC	04: Federal Focus with Sen Young (Kupersmith)	12/23/2021	20.00
Account 53910 - Dues and Subscriptions Totals		Invoice 6 Transactions	<hr/> \$367.48
Account 53960 - Grants			
5849 - Wheeler Mission Ministries, INC	09-Memorandum of Understanding-Women's Shelter-8/1/21-8/31/22	12/23/2021	45,000.00
Account 53960 - Grants Totals		Invoice 1 Transactions	<hr/> \$45,000.00
Account 53990 - Other Services and Charges			
6515 - Green Camino, INC (Earthkeepers)	04 - Monthly City Composting Fees	12/23/2021	375.00
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$375.00
Program 040000 - Main Totals		Invoice 13 Transactions	<hr/> \$48,894.15



Board of Public Works Claim Register

Invoice Date Range 12/11/21 -
12/23/21

Department **04 - Economic & Sustainable Dev** Totals

Invoice 13
Transactions

\$48,894.15

Department **05 - Common Council**

Program **050000 - Main**

Account **52110 - Office Supplies**

3560 - First Financial Bank / Credit Cards

05 - FedEx - Coil Binding for City's Climate Action Plan

12/23/2021

56.91

Account **52110 - Office Supplies** Totals

Invoice 1
Transactions

\$56.91

Account **53910 - Dues and Subscriptions**

6891 - Gatehouse Media Indiana Holdings

05 - 52 Week Subscription - Herald Times 2022

12/23/2021

182.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1
Transactions

\$182.00

Program **050000 - Main** Totals

Invoice 2
Transactions

\$238.91

Department **05 - Common Council** Totals

Invoice 2
Transactions

\$238.91

Department **06 - Controller's Office**

Program **060000 - Main**

Account **52420 - Other Supplies**

9523 - Freedom Business Solutions, LLC

06-Toner Replacement for AR and AP printers in OOTC

12/23/2021

463.98

5819 - Synchrony Bank

06-Trello Beginner's Guide

12/23/2021

8.99

Account **52420 - Other Supplies** Totals

Invoice 2
Transactions

\$472.97

Account **53960 - Grants**

5849 - Wheeler Mission Ministries, INC

09-Memorandum of Understanding-Women's Shelter-
8/1/21-8/31/22

12/23/2021

55,000.00

Account **53960 - Grants** Totals

Invoice 1
Transactions

\$55,000.00

Account **53990 - Other Services and Charges**



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391 - O. W. Krohn & Associates, LLP	06 Financial Consulting	12/23/2021	3,200.00
5648 - Reedy Financial Group, PC	06 - Financial planning services	12/23/2021	6,004.15
5648 - Reedy Financial Group, PC	06-TIF Consultant Services	12/23/2021	6,038.04
5444 - Tyler Technologies, INC	06-Energov Community Development Software	12/23/2021	5,731.25
Account 53990 - Other Services and Charges Totals		Invoice 4	\$20,973.44
		Transactions	
Program 060000 - Main Totals		Invoice 7	\$76,446.41
		Transactions	
Department 06 - Controller's Office Totals		Invoice 7	\$76,446.41
		Transactions	
Department 07 - Engineering			
Program 070000 - Main			
Account 41020 - Permits			
Snedegar Construction, Inc.	07-refund ROW permit fee-C21-ROW-116-permit not needed	12/23/2021	115.00
Account 41020 - Permits Totals		Invoice 1	\$115.00
		Transactions	
Account 52110 - Office Supplies			
6530 - Office Depot, INC	07 - Wall hanging strips, pens, legal pads	12/23/2021	32.93
Account 52110 - Office Supplies Totals		Invoice 1	\$32.93
		Transactions	
Account 52420 - Other Supplies			
818 - Everywhere Signs, LLC	07-Office Directory Magnets Cibor/Dierkes/Matinkhah	12/23/2021	60.00
Account 52420 - Other Supplies Totals		Invoice 1	\$60.00
		Transactions	
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	07-ITE-membership renewal-A. Cibor	12/23/2021	335.00
3560 - First Financial Bank / Credit Cards	07-membership renewal-N. Kopper	12/23/2021	335.00



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Account **53910 - Dues and Subscriptions** Totals

Invoice 2
Transactions \$670.00

Account **53990 - Other Services and Charges**

205 - City Of Bloomington	07-PC Reimb-Mo Co Rec-rec. fees for 17th St-11/16/21	12/23/2021	100.00
3560 - First Financial Bank / Credit Cards	07-doxpop mo. subscription 11/13/21 (Eng)_public records access	12/23/2021	15.00
4898 - Oman Systems, INC	07 - BidTabs Subscriptions (2)	12/23/2021	1,320.00
4201 - One World Catering & Events (Lennie's, INC)	07-Food for Engineering Retreat -11/10/21	12/23/2021	394.47
53442 - Paragon Micro, INC	07-Adobe Acrobat Pro 2020 (1) License - PT Admin. Asst. 2022	12/23/2021	409.99
Account 53990 - Other Services and Charges Totals		Invoice 5 Transactions	<u>\$2,239.46</u>

Account **54110 - Land Purchase**

Boathouse Development, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 41	12/23/2021	1,000.00
Ellettsville Real Estate Acquisitions, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 28	12/23/2021	33,580.00
Ellettsville Real Estate Acquisitions, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 26	12/23/2021	78,910.00
Hanna Properties, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 4	12/23/2021	3,270.00
Jackson Heights Property, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 14	12/23/2021	3,300.00
Gloria E. Jacobs	07-ROW 17th St MU Path-DES 1900402-Parcel 16-Fee Simple/Temp	12/23/2021	6,205.00
Mary A. Jacobs	07-ROW 17th St MU Path-DES 1900402-Parcel 16-Fee Simple/Temp	12/23/2021	6,205.00
Keyman Properties, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 17-Fee Simple/Temp	12/23/2021	9,630.00
Scholars Rock, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 31	12/23/2021	13,580.00
SGM Irrevocable Trust	07-ROW 17th St MU Path-DES 1900402-Parcel 35	12/23/2021	88,965.00
STMLH Properties, LLC	07-ROW 17th St MU Path-DES 1900402-Parcel 9-Fee Simple/Temp	12/23/2021	16,235.00
Lori A. Treleaven	07-ROW 17th St MU Path-DES 1900402-Parcel 22	12/23/2021	2,340.00



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William Henry Kelley

07-ROW 17th St MU Path-DES 1900402-Parcel 12

12/23/2021

7,730.00

Account **54110 - Land Purchase** Totals

Invoice 13
Transactions

\$270,950.00

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC

07-Downtown Curb Ramps PH 3-Inv. date 10/29/21

BC 2021-25

12/23/2021

974.98

18844 - First Financial Bank, N.A.

07-17th & Dunn Intersection Imp-BC-2021-28-CN-9/3-11/19/21-App 3

BC 2021-28

12/23/2021

3,907.93

Account **54310 - Improvements Other Than Building** Totals

Invoice 2
Transactions

\$4,882.91

Program **070000 - Main** Totals

Invoice 25
Transactions

\$278,950.30

Department **07 - Engineering** Totals

Invoice 25
Transactions

\$278,950.30

Department **09 - CFRD**

Program **090000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

09--printer ink

12/23/2021

39.99

Account **52110 - Office Supplies** Totals

Invoice 1
Transactions

\$39.99

Account **53160 - Instruction**

203 - INDIANA UNIVERSITY

09-LBMC Professional Development Shatoyia Moss

12/23/2021

500.00

Account **53160 - Instruction** Totals

Invoice 1
Transactions

\$500.00

Account **53910 - Dues and Subscriptions**

4413 - Constant Contact

09-Annual subscription renewal

12/23/2021

840.00

6891 - Gatehouse Media Indiana Holdings

09-HT Annual Subscription Renewal (52 weeks)

12/23/2021

280.80

Account **53910 - Dues and Subscriptions** Totals

Invoice 2
Transactions

\$1,120.80

Program **090000 - Main** Totals

Invoice 4
Transactions

\$1,660.79



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Department **09 - CFRD** Totals

Invoice 4
Transactions

\$1,660.79

Department **10 - Legal**

Program **100000 - Main**

Account **52110 - Office Supplies**

6530 - Office Depot, INC

10-AA batteries, deskpads, folders	12/23/2021	44.25
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Account **52110 - Office Supplies** Totals

Invoice 1
Transactions

\$44.25

Account **53120 - Special Legal Services**

19660 - Bose McKinney & Evans, LLP

10-Legal & Consulting Serv-Federally Funded Proj-Oct 2021	12/23/2021	3,000.00
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19660 - Bose McKinney & Evans, LLP

10-Legal & Consulting Serv-Federally Funded Proj-Nov 2021	12/23/2021	3,000.00
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205 - City Of Bloomington

10-PC reimb-MoCoRec-waiver recording-11/9/21	12/23/2021	50.00
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205 - City Of Bloomington

10-PC reimb-Mo Co Rec-rec. fees waiver-12/3/21	12/23/2021	25.00
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7869 - Dentons US LLP

10- legal services federal advocacy and public policy advice	12/23/2021	5,000.00
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7869 - Dentons US LLP

10 legal services federal advocacy and public policy advice	12/23/2021	5,000.00
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3560 - First Financial Bank / Credit Cards

10 FFB doxpop 13125136	12/23/2021	179.55
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608 - Krieg Devault, LLP

10-retainer agreement November 2021	12/23/2021	2,500.00
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Account **53120 - Special Legal Services** Totals

Invoice 8
Transactions

\$18,754.55

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards

10 FFB training instruction ICLEF Mike Rouker	12/23/2021	415.00
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Account **53160 - Instruction** Totals

Invoice 1
Transactions

\$415.00

Program **100000 - Main** Totals

Invoice 10
Transactions

\$19,213.80

Program **101000 - Human Rights**



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Account **52410 - Books**

6022 - Simplify Compliance Holdings, LLC (BLR)	10 law books BHRD 19192326	12/23/2021	536.99
6022 - Simplify Compliance Holdings, LLC (BLR)	10 law books BHRD 19250003 ada	12/23/2021	536.99

Account 52410 - Books Totals	Invoice 2	\$1,073.98
	Transactions	
Program 101000 - Human Rights Totals	Invoice 2	\$1,073.98
	Transactions	
Department 10 - Legal Totals	Invoice 12	\$20,287.78
	Transactions	

Department **11 - Mayor's Office**

Program **110000 - Main**

Account **47110 - Miscellaneous**

3560 - First Financial Bank / Credit Cards	11 -Namify Name badges	12/23/2021	74.41
3560 - First Financial Bank / Credit Cards	11 -B&C shipping & Mask bags	12/23/2021	179.99
3560 - First Financial Bank / Credit Cards	11 -Palo Alto OOTM Gift	12/23/2021	24.98
3560 - First Financial Bank / Credit Cards	11 -Palo Alto OOTM Gift	12/23/2021	53.00
3560 - First Financial Bank / Credit Cards	11 -Palo Alto OOTM Gift	12/23/2021	86.84
3560 - First Financial Bank / Credit Cards	11 -Palo Alto OOTM Gift	12/23/2021	34.74
3560 - First Financial Bank / Credit Cards	11 - Frames for Historical photographs	12/23/2021	1,330.67

Account 47110 - Miscellaneous Totals	Invoice 7	\$1,784.63
	Transactions	

Account **52110 - Office Supplies**

5819 - Synchrony Bank	11 -sliding Keyboard trays	12/23/2021	98.98
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Account 52110 - Office Supplies Totals	Invoice 1	\$98.98
	Transactions	

Account **53320 - Advertising**



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50706 - Bloomington Magazine, INC (Bloom Magazine)	11 -Ad issue 93 Dec/Jan 21/22	12/23/2021	1,134.00
Account 53320 - Advertising Totals		Invoice 1 Transactions	<hr/> \$1,134.00
Account 53910 - Dues and Subscriptions			
3560 - First Financial Bank / Credit Cards	11 -Life Streaming Svc/Switcher	12/23/2021	400.00
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	12/23/2021	5.00
3560 - First Financial Bank / Credit Cards	11 -Total Social Media Mgt	12/23/2021	1,432.80
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	12/23/2021	3.75
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	12/23/2021	5.00
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	12/23/2021	5.00
3560 - First Financial Bank / Credit Cards	11 -Transcription svc for CC	12/23/2021	3.75
3560 - First Financial Bank / Credit Cards	11 -Live Streaming Svc	12/23/2021	39.99
3560 - First Financial Bank / Credit Cards	11 -Org Chart Software	12/23/2021	9.95
53442 - Paragon Micro, INC	11 -micro could svc	12/23/2021	9.16
Account 53910 - Dues and Subscriptions Totals		Invoice 10 Transactions	<hr/> \$1,914.40
Program 110000 - Main Totals		Invoice 19 Transactions	<hr/> \$4,932.01
Department 11 - Mayor's Office Totals		Invoice 19 Transactions	<hr/> \$4,932.01
Department 12 - Human Resources			
Program 120000 - Main			
Account 52420 - Other Supplies			
5819 - Synchrony Bank	06-Trello Beginner's Guide	12/23/2021	8.99
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<hr/> \$8.99



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Account **53320 - Advertising**

6891 - Gatehouse Media Indiana Holdings	12-Job Ads \$628.25	12/23/2021	628.25
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Account 53320 - Advertising Totals	Invoice 1 Transactions	<hr/> \$628.25
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Account **53990 - Other Services and Charges**

3560 - First Financial Bank / Credit Cards	12-SHRM Membership \$1717.00	12/23/2021	1,717.00
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199 - Monroe County Government	12-Implicit Bias Training	12/23/2021	1,500.00
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6099 - Safe Hiring Solutions	12-out of state background checks \$99.45	12/23/2021	99.45
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5444 - Tyler Technologies, INC	12-open enrollment training \$875.00	12/23/2021	875.00
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Account 53990 - Other Services and Charges Totals	Invoice 4 Transactions	<hr/> \$4,191.45
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Program 120000 - Main Totals	Invoice 6	<hr/> \$4,828.69
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Department 12 - Human Resources Totals	Transactions Invoice 6	<hr/> \$4,828.69
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Department **13 - Planning**

Program **130000 - Main**

Account **42080 - F.H.W.A. Planning**

585 - Bloomington Public Transportation Corporation	13-MPO-Q2 Transit Ridership Counts 2021 UPWP	12/23/2021	1,200.55
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205 - City Of Bloomington	13-MPO-Q2 Asset Management 2021 UPWP	12/23/2021	3,394.45
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205 - City Of Bloomington	13-MPO-Q3 Asset Management 2021 UPWP	12/23/2021	2,591.40
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205 - City Of Bloomington	13-MPO-Q4 Asset Management 2021 UPWP	12/23/2021	1,436.90
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205 - City Of Bloomington	13-MPO-Q1 Asset Management 2022 UPWP	12/23/2021	3,359.49
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199 - Monroe County Government	13-MPO-Q2 Infrastructure Management Systems 2021 UPWP	12/23/2021	3,858.62
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199 - Monroe County Government	13-MPO-Q3 Infrastructure Management Systems 2021 UPWP	12/23/2021	5,605.63
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199 - Monroe County Government	13-MPO-Q1 Infrastructure Management Systems 2022 UPWP	12/23/2021	3,659.23
199 - Monroe County Government	13-MPO-Q4 Infrastructure Management Systems 2021 UPWP	12/23/2021	4,165.30
Account 42080 - F.H.W.A. Planning Totals		Invoice 9 Transactions	<hr/> \$29,271.57
Account 52110 - Office Supplies			
6530 - Office Depot, INC	13-(3) desk planner/calendar (Jackie, Carmen, Darla)	12/23/2021	206.97
Account 52110 - Office Supplies Totals		Invoice 1 Transactions	<hr/> \$206.97
Account 52420 - Other Supplies			
818 - Everywhere Signs, LLC	13-Office Directory Magnets Frost/Holbrow	12/23/2021	40.00
Account 52420 - Other Supplies Totals		Invoice 1 Transactions	<hr/> \$40.00
Account 53170 - Mgt. Fee, Consultants, and Workshops			
8305 - Schmidt Associates, INC	13-City Architect-Proj Review-serv. 10/1-10/31/21	12/23/2021	218.75
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		Invoice 1 Transactions	<hr/> \$218.75
Account 53990 - Other Services and Charges			
6811 - Beam, Longest & Neff, LLC	13-Pedestrian Bridge & Small Structure Inspec-2/1-2/28/21	BC 2021-147 12/23/2021	641.49
Account 53990 - Other Services and Charges Totals		Invoice 1 Transactions	<hr/> \$641.49
Account 54310 - Improvements Other Than Building			
19362 - CrossRoad Engineers, PC	13-7th St Protected Bike Lane Imp-serv. 9/25-10/29/21	BC 2020-94 12/23/2021	32,372.00
Account 54310 - Improvements Other Than Building Totals		Invoice 1 Transactions	<hr/> \$32,372.00
Program 130000 - Main Totals		Invoice 14 Transactions	<hr/> \$62,750.78
Department 13 - Planning Totals		Invoice 14 Transactions	<hr/> \$62,750.78
Department 19 - Facilities Maintenance			



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Program **190000 - Main**

Account **52310 - Building Materials and Supplies**

1537 - Indiana Door & Hardware Specialties, INC	19-Keys for Waldrin Art Center		12/23/2021	18.00
177 - Indiana Oxygen Company, INC	19- Blanket for Cylinder Rental, Torch Supplies, Inv# 980034		12/23/2021	38.40
4574 - John Deere Financial (Rural King)	19-trash liners, box of rags, 10" chains-11/29/21		12/23/2021	122.36
4574 - John Deere Financial (Rural King)	19-employee winterwear-11/17/21		12/23/2021	1,809.77
395 - Kirby Risk Corp	19- light bulbs for City Hall		12/23/2021	49.27

Account 52310 - Building Materials and Supplies Totals	Invoice 5 Transactions	<hr/> \$2,037.80
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Account **52430 - Uniforms and Tools**

19171 - Aramark Uniform & Career Apparel Group, INC	19 - Uniform pants for Russell Flake and Chris Smith	BC 2009-52	12/23/2021	30.43
19171 - Aramark Uniform & Career Apparel Group, INC	19 - Uniform pants for Russell Flake & Chris Smith, useable mask	BC 2009-52	12/23/2021	30.43
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniform Pants for Facility Employees	BC 2009-52	12/23/2021	35.43
19171 - Aramark Uniform & Career Apparel Group, INC	19-Uniforms & Reusable Masks for Facility Employees	BC 2009-52	12/23/2021	30.43

Account 52430 - Uniforms and Tools Totals	Invoice 4 Transactions	<hr/> \$126.72
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Account **53140 - Exterminator Services**

51538 - Economy Termite & Pest Control, INC	19- Monthly Pest Control for Counsel Office, Inv# 45608	BC 2020-84	12/23/2021	100.00
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Account 53140 - Exterminator Services Totals	Invoice 1 Transactions	<hr/> \$100.00
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Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	19-City Hall-water/sewer bill - November 2021		12/14/2021	775.48
208 - City Of Bloomington Utilities	19-Temp Mtr-Graffiti Team-water/sewer bill-November 2021		12/14/2021	15.48

Account 53530 - Water and Sewer Totals	Invoice 2 Transactions	<hr/> \$790.96
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Account **53610 - Building Repairs**

912 - Central Security Systems, INC	19- City Hall Com Mon W/ Test 1/1/22-3/31/22		12/23/2021	150.00
321 - Harrell Fish, INC (HFI)	19-SA Repair of AC Unit Alarm in Council Chambers	BC 2020-75	12/23/2021	3,973.98
321 - Harrell Fish, INC (HFI)	19-SA Repaired Toilet in Downstairs Women's Bathroom	BC 2020-75	12/23/2021	353.00
1537 - Indiana Door & Hardware Specialties, INC	19-SA Light for door in ESD @ City Hall	BC 2021-22	12/23/2021	395.00
293 - J&S Locksmith Shop, INC	19 - Spark plug, Air Filter and a trimmer head		12/23/2021	92.05
7402 - Nature's Way, INC	19- Plant Maintenance For City Hall for Dec 2021	BC 2021-43	12/23/2021	353.43
227 - Otis Elevator Company	19 -19-Maint Agreement for Elevator-City hall 8/1 - 10/24/2021		12/23/2021	1,979.93
6688 - SSW Enterprises, LLC (Office Pride)	19 - office cleaning for Animal for Nov 2021	BC 2020-102	12/23/2021	1,391.26
6688 - SSW Enterprises, LLC (Office Pride)	19 - Office Cleaning for City Hall for Nov 2021	BC 2020-102	12/23/2021	12,489.20
6688 - SSW Enterprises, LLC (Office Pride)	19 - Cleaning Services for Fleet for Nov 2021	BC 2020-102	12/23/2021	992.00
6688 - SSW Enterprises, LLC (Office Pride)	19 - Office Cleaning for Sanitation for Nov 2021	BC 2020-102	12/23/2021	852.66
6688 - SSW Enterprises, LLC (Office Pride)	19 - Office cleaning for Street for Nov 2021	BC 2020-102	12/23/2021	1,522.20

Account **53610 - Building Repairs** Totals

Invoice 12
Transactions

\$24,544.71

Account **53990 - Other Services and Charges**

231 - IU Health OCC Health Services	19- Hearing Tests for Facility Employees		12/23/2021	136.00
231 - IU Health OCC Health Services	19-Hearing Test for Barry Wallock 11/15/21		12/23/2021	34.00
60 - Monroe County Solid Waste Management District	19-Disposal of Electronics for facilities		12/23/2021	20.00
60 - Monroe County Solid Waste Management District	19- Blanket for Tools and Supplies for City Hall		12/23/2021	47.47

Account **53990 - Other Services and Charges** Totals

Invoice 4
Transactions
Invoice 28
Transactions

\$237.47

Program **190000 - Main** Totals

\$27,837.66



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Department **19 - Facilities Maintenance** Totals

Invoice 28
Transactions

\$27,837.66

Department **28 - ITS**

Program **280000 - Main**

Account **53640 - Hardware and Software Maintenance**

3989 - Ricoh USA, INC	28 - Copier maintenance MAIN bill November 2021	12/23/2021	1,415.41
3989 - Ricoh USA, INC	28 - Copier maintenance Secondary bill - Nov. 2021	12/23/2021	200.02
3989 - Ricoh USA, INC	28 - Copier maintenance MAIN bill October 2021	12/23/2021	1,864.73
3989 - Ricoh USA, INC	28 - Copier maintenance Secondary bill - Oct. 2021	12/23/2021	93.61
3989 - Ricoh USA, INC	28 - Copier maintenance Secondary bill - Sept. 2021	12/23/2021	149.54
3989 - Ricoh USA, INC	28 - Copier maintenance MAIN City Hall bill September 2021	12/23/2021	1,554.92
7177 - Zoho Corporation	28 - Manage Engine Desktop Central annual renewal 2022	12/23/2021	7,237.80

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 7
Transactions

\$12,516.03

Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards	28 - Bluesky Zoom timer monthly subscription November 2021	12/23/2021	89.95
3560 - First Financial Bank / Credit Cards	28 - Squarespace bloomingtonrevealed.com November 2021 fee	12/23/2021	20.00
3560 - First Financial Bank / Credit Cards	28 - Submittable monthly Nov 27th-Dec 27th, 2021	12/23/2021	119.00
3560 - First Financial Bank / Credit Cards	28 - Zoho Site 24x7 monthly subscription 11/27-12/26/21	12/23/2021	39.00
3560 - First Financial Bank / Credit Cards	28 - Zoom 500 particip., 500 GB record, webinar 11/20-12/19/21	12/23/2021	430.00
8315 - Indiana Geographic Information Council, INC	28 - Annual Institutional Membership - Laura, Richard, Max, Greg	12/23/2021	525.00
53442 - Paragon Micro, INC	28 - Adobe Acrobat Pro - Russell White	12/23/2021	409.99
7344 - Periodic INC	28 - November 2021 Resources and Bookables overage	12/23/2021	117.00



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5786 - Promevo, LLC	28 - Google Voice subscription ITS after hours November 2021	12/23/2021	50.84
7177 - Zoho Corporation	28 - Manage Engine 4 hour online training SD Plus - 5 partic.	12/23/2021	499.00
Account 53910 - Dues and Subscriptions Totals		Invoice 10 Transactions	<hr/> \$2,299.78
Account 54420 - Purchase of Equipment			
1999 - CMS Communications, INC	28 - 1 Nortel Centrex phone	12/23/2021	119.00
53442 - Paragon Micro, INC	28 - Laptop, dock, bag - Chastina Chipman	12/23/2021	2,058.97
53442 - Paragon Micro, INC	28 - Laptop, dock, bag - Angela Van Rooy	12/23/2021	2,058.97
53442 - Paragon Micro, INC	28 - Laptop, dock, bag - Daniel Bixler	12/23/2021	2,058.97
53442 - Paragon Micro, INC	28 - Laptop, dock, bag - Jo Stong	12/23/2021	2,058.97
53442 - Paragon Micro, INC	28 - Laptop, dock, bag - John Hewitt	12/23/2021	2,058.97
53442 - Paragon Micro, INC	28 - Laptop, dock, bag - Rob Council	12/23/2021	2,058.97
53442 - Paragon Micro, INC	28 - Laptop, dock, bag - Maria McCormick	12/23/2021	2,058.97
Account 54420 - Purchase of Equipment Totals		Invoice 8 Transactions	<hr/> \$14,531.79
Program 280000 - Main Totals		Invoice 25 Transactions	<hr/> \$29,347.60
Department 28 - ITS Totals		Invoice 25 Transactions	<hr/> \$29,347.60
Fund 101 - General Fund (S0101) Totals		Invoice 214 Transactions	<hr/> \$685,355.68
Fund 103 - Restricted Donations(ord 05-17)			
Department 06 - Controller's Office			
Program 400101 - Animal Medical Services			
Account 53130 - Medical			
6529 - BloomingPaws, LLC	01 - Teeth cleaning for Feline Domestic Shorthair cat 11-24-21	12/23/2021	1,742.69



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3376 - Bloomington Pets Alive, INC	01 - spay/neuter surgeries	12/23/2021	4,872.00
54639 - Shake Veterinary Services, INC (Town & Country Vet	01 - surgeries, diagnostics, vet visits: spay and neuter	12/23/2021	715.50
Account 53130 - Medical Totals		Invoice 3	\$7,330.19
Program 400101 - Animal Medical Services Totals		Transactions Invoice 3	\$7,330.19
Department 06 - Controller's Office Totals		Transactions Invoice 3	\$7,330.19
Fund 103 - Restricted Donations(ord 05-17) Totals		Transactions Invoice 3	\$7,330.19
Fund 312 - Community Services			
Department 09 - CFRD			
Program 090002 - Com Serv - MLK Comm			
Account 53990 - Other Services and Charges			
6530 - Office Depot, INC	09-Sticky Pads and Easels - MLK Birthday Celebration	12/23/2021	100.89
Account 53990 - Other Services and Charges Totals		Invoice 1	\$100.89
Program 090002 - Com Serv - MLK Comm Totals		Transactions Invoice 1	\$100.89
Program 090016 - Com Serv - Safe & Civil			
Account 52420 - Other Supplies			
3560 - First Financial Bank / Credit Cards	09-Dollar Tree--Young Women's Leadership Summit--gifts	12/23/2021	20.00
3560 - First Financial Bank / Credit Cards	09-Kroger-Young Women's Leadership Summit- snacks	12/23/2021	27.46
3560 - First Financial Bank / Credit Cards	09-Target-Young Women's Leadership Summit--supplies	12/23/2021	52.00
3560 - First Financial Bank / Credit Cards	09-PopKorn-Young Women's Summit-snack	12/23/2021	41.00
3560 - First Financial Bank / Credit Cards	09-Target-Young Women's Leadership Summit--supplies	12/23/2021	55.64
3560 - First Financial Bank / Credit Cards	9-Target CREDIT--Young Women's Summit-returns	12/23/2021	(55.64)



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Account **53910 - Dues and Subscriptions**

3560 - First Financial Bank / Credit Cards

09-Jotform, Inc.-bronze monthly sub-11/18-12/18/21

Invoice 6
Transactions \$140.46

12/23/2021 19.00

Account **53910 - Dues and Subscriptions** Totals

Invoice 1
Transactions \$19.00

Program **090016 - Com Serv - Safe & Civil** Totals

Invoice 7
Transactions \$159.46

Program **090021 - Children & Youths**

Account **52420 - Other Supplies**

5819 - Synchrony Bank

09-SWAGGER Awards -gifts

12/23/2021 124.46

Account **52420 - Other Supplies** Totals

Invoice 1
Transactions \$124.46

Program **090021 - Children & Youths** Totals

Invoice 1
Transactions \$124.46

Department **09 - CFRD** Totals

Invoice 9
Transactions \$384.81

Fund **312 - Community Services** Totals

Invoice 9
Transactions \$384.81

Fund **401 - Non-Reverting Telecom (\$1146)**

Department **25 - Telecommunications**

Program **254000 - Infrastructure**

Account **53640 - Hardware and Software Maintenance**

13482 - Northern Lights Locating & Inspection, INC

25 - October 2021 fiber locates

12/23/2021 2,500.00

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1
Transactions \$2,500.00

Account **54450 - Equipment**

53442 - Paragon Micro, INC

25 - CapR 22 inch monitor and DP cable for BPD

12/23/2021 254.98

53442 - Paragon Micro, INC

25 - CapR laptop for ITS

12/23/2021 1,679.99



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Account **54450 - Equipment** Totals
Program **254000 - Infrastructure** Totals

Invoice 2	\$1,934.97
Transactions	
Invoice 3	\$4,434.97
Transactions	

Program **256000 - Services**

Account **53150 - Communications Contract**

4170 - Comcast Cable Communications, INC

28-3940 N Kinser Pike-business serv./equip chgs-12/21/21-1/20/22

12/14/2021 149.05

203 - INDIANA UNIVERSITY

25 - Dark Fiber - 2021/ Special Circuits

12/23/2021 65.00

203 - INDIANA UNIVERSITY

25 - Dark Fiber - 2021 - Special Circuits Inv# 89766479

12/23/2021 65.00

Account **53150 - Communications Contract** Totals

Invoice 3	\$279.05
Transactions	

Program **256000 - Services** Totals

Invoice 3	\$279.05
Transactions	

Department **25 - Telecommunications** Totals

Invoice 6	\$4,714.02
Transactions	

Fund **401 - Non-Reverting Telecom (\$1146)** Totals

Invoice 6	\$4,714.02
Transactions	

Fund **403 - Arts Commission Oper >5K(\$9511)**

Department **02 - Public Works**

Program **020000 - Main**

Account **53990 - Other Services and Charges**

581 - Windfall Dancers, INC

04: Dance Performance Arts Dedication TD Garage

12/23/2021 500.00

Account **53990 - Other Services and Charges** Totals

Invoice 1	\$500.00
Transactions	

Program **020000 - Main** Totals

Invoice 1	\$500.00
Transactions	

Department **02 - Public Works** Totals

Invoice 1	\$500.00
Transactions	

Fund **403 - Arts Commission Oper >5K(\$9511)** Totals

Invoice 1	\$500.00
Transactions	

Fund **450 - Local Road and Street(\$0706)**



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Department **20 - Street**

Program **200000 - Main**

Account **53520 - Street Lights / Traffic Signals**

223 - Duke Energy	02-Traffic Signal Summary electric bill-10/29-12/1/21	BC 2018-03	12/14/2021	3,516.80
223 - Duke Energy	02-College Mall & Moores Pk-signal chgs 10/28-11/30/21		12/14/2021	51.21
223 - Duke Energy	02-6th & Lincoln-meter surface lot-elec. chgs 11/1-12/2/21	BC 2019-74	12/14/2021	17.49
223 - Duke Energy	02-W. 17th St Reconstruction Proj.-10/27-11/29/21	BC 2019-15	12/14/2021	101.22
223 - Duke Energy	02-Street Light Summary Electric bill-12/07/21	BC 2010-23	12/14/2021	36,374.52

Account 53520 - Street Lights / Traffic Signals Totals	Invoice 5	\$40,061.24
	Transactions	

Account **53990 - Other Services and Charges**

603 - Traffic Control Corporation	20-Field service repair on signal at 3rd & College	12/23/2021	2,500.00
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Account 53990 - Other Services and Charges Totals	Invoice 1	\$2,500.00
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Transactions

Program 200000 - Main Totals	Invoice 6	\$42,561.24
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Transactions

Department 20 - Street Totals	Invoice 6	\$42,561.24
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Transactions

Fund 450 - Local Road and Street(S0706) Totals	Invoice 6	\$42,561.24
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Transactions

Fund **451 - Motor Vehicle Highway(S0708)**

Department **20 - Street**

Program **200000 - Main**

Account **52110 - Office Supplies**

5103 - Staples Contract & Commercial, INC	20-Office Supplies (Planner, Markers, Boxes & Dusters)	12/23/2021	106.70
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Account 52110 - Office Supplies Totals	Invoice 1	\$106.70
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Transactions



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Account **52210 - Institutional Supplies**

313 - Fastenal Company	20-11/29/21	12/23/2021	116.04
Account 52210 - Institutional Supplies Totals		Invoice 1 Transactions	<hr/> \$116.04

Account **52420 - Other Supplies**

409 - Black Lumber Co. INC	20-Leafing-hearing protector-11/30/21	12/23/2021	16.99
409 - Black Lumber Co. INC	20-Leafing-respirators, hard hats-11/30/21	12/23/2021	202.85
409 - Black Lumber Co. INC	20-Dawn dish soap, water nozzle-12/1/21	12/23/2021	19.97
409 - Black Lumber Co. INC	20-4216 Sheffield -mail box post-12/13/21	12/23/2021	36.95
11243 - Core & Main, LP	20-20' solid dual wall & ends for tree crew pole saw storage	12/23/2021	444.98
455 - Industrial Service & Supply, INC	20-Supplies for salt brine machine	12/23/2021	179.60
4574 - John Deere Financial (Rural King)	20-Salt Brine Machine-couplings-11/29/21	12/23/2021	95.92
4574 - John Deere Financial (Rural King)	20-Salt Brine Machine-couplings, valves, elbows-11/30/21	12/23/2021	177.65
Account 52420 - Other Supplies Totals		Invoice 8 Transactions	<hr/> \$1,174.91

Account **53150 - Communications Contract**

5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	20-Monthly Radio Services for vehicles-December 2021	12/23/2021	2,321.25
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	<hr/> \$2,321.25

Account **53250 - Pagers**

332 - Indiana Paging Network, INC	20-Paging Service for Snow Control-January 2022	12/23/2021	87.26
Account 53250 - Pagers Totals		Invoice 1 Transactions	<hr/> \$87.26

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	20-Street Dept-fire hydrant-water/sewer bill-November 2021	12/14/2021	41.84
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208 - City Of Bloomington Utilities	20-Street Dept-water/sewer bill-November 2021		12/14/2021	245.91
208 - City Of Bloomington Utilities	20-Traffic Bldg-water/sewer bill-November 2021		12/14/2021	35.28
Account 53530 - Water and Sewer Totals			Invoice 3 Transactions	<hr/> \$323.03
Account 53540 - Natural Gas				
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-November 2020 management fee		12/14/2021	24.38
222 - Vectren	20-Street Dept-gas bill 11/4-12/3/21		12/14/2021	111.55
222 - Vectren	20-Traffic Bldg-gas bill 11/4-12/3/21		12/14/2021	118.11
Account 53540 - Natural Gas Totals			Invoice 3 Transactions	<hr/> \$254.04
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-11/24/21	BC 2009-52	12/23/2021	11.93
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-11/24/21		12/23/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/1/21	BC 2009-52	12/23/2021	11.93
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-12/1/21		12/23/2021	34.28
19171 - Aramark Uniform & Career Apparel Group, INC	20-uniform rental (minus payroll ded)-12/8/21	BC 2009-52	12/23/2021	11.93
19171 - Aramark Uniform & Career Apparel Group, INC	20-mat/towel service-12/8/21		12/23/2021	34.28
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 6 Transactions	<hr/> \$138.63
Account 53990 - Other Services and Charges				
902 - Indiana Underground Plant Protection Service, INC	20-IN 811 calls, monthly tickets (786)-November 2021		12/23/2021	746.70
19444 - Jeffery D Todd (Todd Septic Tank Service)	20-pump saltwater collection tanks-11/8/21		12/23/2021	170.00
Account 53990 - Other Services and Charges Totals			Invoice 2 Transactions	<hr/> \$916.70
Account 54420 - Purchase of Equipment				



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6070 - 72 Hour LLC (National Auto Fleet Group)

20 2020 Ford F550 DRW XL 4WD Crew Cab w/snow equipment

12/23/2021

70,302.00

Account **54420 - Purchase of Equipment** Totals

Invoice 1 \$70,302.00

Transactions

Program **200000 - Main** Totals

Invoice 27 \$75,740.56

Transactions

Department **20 - Street** Totals

Invoice 27 \$75,740.56

Transactions

Fund **451 - Motor Vehicle Highway(S0708)** Totals

Invoice 27 \$75,740.56

Transactions

Fund **452 - Parking Facilities(S9502)**

Department **26 - Parking**

Program **260000 - Main**

Account **52310 - Building Materials and Supplies**

394 - Kleindorfer Hardware & Variety

02-Brooms, Dustpans, shovels, tool box, gloves & supplies

12/23/2021

56.93

394 - Kleindorfer Hardware & Variety

26-mops, wipes, brushes & cleaning supplies-Parking Facilities

12/23/2021

623.47

Account **52310 - Building Materials and Supplies** Totals

Invoice 2 \$680.40

Transactions

Account **52340 - Other Repairs and Maintenance**

7950 - 3D Stone Purchaser INC

26-Cut Limestone for Trades Garage

12/23/2021

1,560.00

3397 - Evens Time, INC

26- Prox Cards for Garages

12/23/2021

17,490.00

3397 - Evens Time, INC

26-Validator & Opus Paystation Keys

12/23/2021

3,440.67

3397 - Evens Time, INC

26-Locks for Opus Paystation @ Morton

12/23/2021

200.20

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)

26-Tip & Roll Sign Post- 4th St garage

12/23/2021

336.63

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)

26- EV,Rates, Enter & Pedestrian Signage for 4th Street garage

12/23/2021

1,049.60

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)

26-Bike Locker & No Loitering Signs 4th Street garage

12/23/2021

250.96

4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)

26-Elevator Signs for 4th street garage

12/23/2021

197.68



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4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-No Parking, Garage Full Signs for 4th street garage	12/23/2021	378.16
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-No Loitering, Take Possession Signs for 4th street garage	12/23/2021	236.71
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-Garage Closed Signs for 4th street garage	12/23/2021	131.78
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-reserved parking spaces signs for 4th street garage	12/23/2021	325.03
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-Stairwell Signs for park for 4th street garage	12/23/2021	65.89

Account 52340 - Other Repairs and Maintenance Totals	Invoice 13 Transactions	<hr/> \$25,663.31
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Account **53610 - Building Repairs**

3397 - Evens Time, INC	26-Integrated Video/Audio Intercom System @ Morton & Walnut	BC 2020-08	12/23/2021	11,000.00
393 - Kone INC	26-SA-Report of Emergency at Morton garage, found none.	BC 2021-23	12/23/2021	1,823.96
393 - Kone INC	26-Annual Elevator Maintenance for Parking Facilities		12/23/2021	391.27
393 - Kone INC	26-Annual Elevator Maintenance for Parking Facilities		12/23/2021	522.24
393 - Kone INC	26-Annual Elevator Maintenance for Parking Facilities		12/23/2021	988.20
393 - Kone INC	26-Annual Elevator Maintenance for Parking Facilities		12/23/2021	2,375.01
393 - Kone INC	26-Annual Elevator Maintenance for Parking Facilities		12/23/2021	3,120.56
4394 - Richardson Enterprises of Blgtn,LLC (FastSigns)	26-4th Street Garage Wayfinding Sign Package	BC 2021-71	12/23/2021	7,847.24

Account 53610 - Building Repairs Totals	Invoice 8 Transactions	<hr/> \$28,068.48
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Account **53640 - Hardware and Software Maintenance**

3397 - Evens Time, INC	26-SA Addendum to PARCS Inspection & Maintenance	BC 2021-117	12/23/2021	360.99
3397 - Evens Time, INC	26-SA Addendum to PARCS Inspection & Maintenance	BC 2021-117	12/23/2021	311.99
3397 - Evens Time, INC	26-SA Gate Arm broken at 4th street garage, Tech repaired	BC 2021-117	12/23/2021	980.00

Account 53640 - Hardware and Software Maintenance Totals	Invoice 3 Transactions	<hr/> \$1,652.98
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Account **53650 - Other Repairs**

6378 - ANN-KRISS, LLC	26-SA for Garages - Guardrails in front of EV Stations	BC 2021-57	12/23/2021	6,290.00
6378 - ANN-KRISS, LLC	26-SA for Garages - Drain Morton Garage Water Pipes	BC 2021-57	12/23/2021	420.00
32 - Cassady Electrical Contractors, INC	26-Trades Garage Overhead Light		12/23/2021	170.15
Account 53650 - Other Repairs Totals			Invoice 3 Transactions	<hr/> \$6,880.15

Account **53840 - Lease Payments**

512 - 7th & Walnut , LLC	26-Walnut St Garage- January 2022 garage rent		12/23/2021	17,824.79
3887 - Mercury Development Group, LLC	26-Morton St Garage-January 2022 garage rent		12/23/2021	38,035.85
Account 53840 - Lease Payments Totals			Invoice 2 Transactions	<hr/> \$55,860.64
Program 260000 - Main Totals			Invoice 31 Transactions	<hr/> \$118,805.96
Department 26 - Parking Totals			Invoice 31 Transactions	<hr/> \$118,805.96
Fund 452 - Parking Facilities(S9502) Totals			Invoice 31 Transactions	<hr/> \$118,805.96

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

Department **05 - Common Council**

Program **050000 - Main**

Account **54310 - Improvements Other Than Building**

17 - Bynum Fanyo & Associates, INC	13-Adams St. Sidewalk (PE)-period ending 11/5/21	BC 2020-105	12/23/2021	36,250.00
Account 54310 - Improvements Other Than Building Totals			Invoice 1 Transactions	<hr/> \$36,250.00
Program 050000 - Main Totals			Invoice 1 Transactions	<hr/> \$36,250.00
Department 05 - Common Council Totals			Invoice 1 Transactions	<hr/> \$36,250.00

Department **13 - Planning**



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Program **130000 - Main**

Account **53110 - Engineering and Architectural**

399 - American Structurepoint, INC	13-7th St Protected Bike Lane Imp-serv. 10/1-10/31/21	BC 2021-38	12/23/2021	847.67
Account 53110 - Engineering and Architectural Totals			Invoice 1	\$847.67
			Transactions	

Account **54310 - Improvements Other Than Building**

7059 - Eagle Ridge Civil Engineering Services, LLC	13-Neighborhood Greenways-Inv. date 11/26/21	BC 2020-106	12/23/2021	18,693.65
Account 54310 - Improvements Other Than Building Totals			Invoice 1	\$18,693.65
			Transactions	
Program 130000 - Main Totals			Invoice 2	\$19,541.32
			Transactions	
Department 13 - Planning Totals			Invoice 2	\$19,541.32
			Transactions	

Department **26 - Parking**

Program **260000 - Main**

Account **52420 - Other Supplies**

5819 - Synchrony Bank	06-Jabra PRO 920 Mono Wireless Headset for B Reynolds		12/23/2021	82.81
Account 52420 - Other Supplies Totals			Invoice 1	\$82.81
			Transactions	
Program 260000 - Main Totals			Invoice 1	\$82.81
			Transactions	
Department 26 - Parking Totals			Invoice 1	\$82.81
			Transactions	
Fund 454 - Alternative Transport(\$6301) Totals			Invoice 4	\$55,874.13
			Transactions	

Fund **455 - Parking Meter Fund(\$2141)**

Department **26 - Parking**

Program **260000 - Main**

Account **52420 - Other Supplies**



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5819 - Synchrony Bank

06-Jabra PRO 920 Mono Wireless Headset for B Reynolds

12/23/2021

82.80

Account **52420 - Other Supplies** Totals

Invoice 1 \$82.80

Transactions

Program **260000 - Main** Totals

Invoice 1 \$82.80

Transactions

Department **26 - Parking** Totals

Invoice 1 \$82.80

Transactions

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

Invoice 1 \$82.80

Transactions

Fund **456 - MVH Restricted**

Department **20 - Street**

Program **200000 - Main**

Account **52340 - Other Repairs and Maintenance**

603 - Traffic Control Corporation

20-Traffic signal supplies (composite video, monitor LED

12/23/2021

1,520.00

603 - Traffic Control Corporation

20-Traffic signal supplies (base, LED 12in yellow, flashers)

12/23/2021

4,100.00

603 - Traffic Control Corporation

20-Traffic Signal supplies-DC flasher units (6)

12/23/2021

402.00

Account **52340 - Other Repairs and Maintenance** Totals

Invoice 3 \$6,022.00

Transactions

Account **53640 - Hardware and Software Maintenance**

6222 - Apple, INC

20-3 Ipads-Lucity Asset Management Field Work

12/23/2021

1,464.00

Account **53640 - Hardware and Software Maintenance** Totals

Invoice 1 \$1,464.00

Transactions

Program **200000 - Main** Totals

Invoice 4 \$7,486.00

Transactions

Department **20 - Street** Totals

Invoice 4 \$7,486.00

Transactions

Fund **456 - MVH Restricted** Totals

Invoice 4 \$7,486.00

Transactions

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

Department **02 - Public Works**



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Program **020000 - Main**

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

19278 - Milestone Contractors, LP	20-surface-patching-6.40 tons-11/15 & 11/17/21	BC 2021-119	12/23/2021	304.01
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 1		\$304.01
		Transactions		
Program 020000 - Main Totals		Invoice 1		\$304.01
		Transactions		
Department 02 - Public Works Totals		Invoice 1		\$304.01
		Transactions		
Fund 600 - Cumulative Cap Imprv(CIG)(S2379) Totals		Invoice 1		\$304.01
		Transactions		

Fund **601 - Cumulative Capital Devlp(S2391)**

Department **02 - Public Works**

Program **020000 - Main**

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

2560 - Brad Gilliland Excavating, INC	02 - 515 S Hawthorne sidewalk removal and replacement	BC 2021-26	12/23/2021	4,000.00
2560 - Brad Gilliland Excavating, INC	02 - Sidewalk removal and replace for various Park ridge address	BC 2021-26	12/23/2021	10,712.50
2560 - Brad Gilliland Excavating, INC	02 - Sidewalk removal and replace for 731 E University St	BC2020-26	12/23/2021	1,575.00
2560 - Brad Gilliland Excavating, INC	02-Sidewalk Assistance Program for 1014 S Lincoln St	BC2020-26	12/23/2021	2,268.00
2560 - Brad Gilliland Excavating, INC	02-Sidewalk Assistance Program for 412 W Howe	BC2020-26	12/23/2021	2,520.00
2560 - Brad Gilliland Excavating, INC	02-Sidewalk Assistance Program for 620 S Fess	BC2020-26	12/23/2021	3,780.00
19278 - Milestone Contractors, LP	20-surface-Smith/Olcott-705.26 tons-10/25-10/27/21	BC 2021-119	12/23/2021	33,499.94
19278 - Milestone Contractors, LP	20-Credit Millings for Asphalt-September 2021-457.10 tons	BC 2021-119	12/23/2021	(2,742.60)
Account 52330 - Street , Alley, and Sewer Material Totals		Invoice 8		\$55,612.84
		Transactions		

Account **53990 - Other Services and Charges**



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6611 - Precision Concrete, INC	20-Sidewalk trip hazard repair contract-11/29-12/3/21	BC 2021-74	12/23/2021	35,329.50
Account 53990 - Other Services and Charges Totals		Invoice 1		\$35,329.50
		Transactions		
Account 54510 - Other Capital Outlays				
7013 - The Airmarking Company, INC	20-2021 Pavement Marking Contract-final payment	BC 2021-13	12/23/2021	80,814.97
Account 54510 - Other Capital Outlays Totals		Invoice 1		\$80,814.97
		Transactions		
Program 020000 - Main Totals		Invoice 10		\$171,757.31
		Transactions		
Department 02 - Public Works Totals		Invoice 10		\$171,757.31
		Transactions		
Fund 601 - Cumulative Capital Devlp(S2391) Totals		Invoice 10		\$171,757.31
		Transactions		
Fund 730 - Solid Waste (S6401)				
Department 16 - Sanitation				
Program 160000 - Main				
Account 52420 - Other Supplies				
793 - Indiana Safety Company, INC	16-leather & coated gloves for employees-inc. shipping		12/23/2021	936.75
793 - Indiana Safety Company, INC	16-gloves for employees-inc shipping		12/23/2021	120.55
6530 - Office Depot, INC	16-cell phone mount for truck-R. Carter		12/23/2021	14.99
Account 52420 - Other Supplies Totals		Invoice 3		\$1,072.29
		Transactions		
Account 52430 - Uniforms and Tools				
15449 - Rosen & Rosen Industries (R&R Industries)	16-Employee Raincoats (56)4 back order		12/23/2021	756.00
Account 52430 - Uniforms and Tools Totals		Invoice 1		\$756.00
		Transactions		
Account 53140 - Exterminator Services				
51538 - Economy Termite & Pest Control, INC	16-Monthly Pest Control for Sanitation Dept Inv#45586	BC 2020-84	12/23/2021	125.00



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Account 53140 - Exterminator Services Totals		Invoice 1 Transactions	\$125.00
Account 53150 - Communications Contract			
5465 - Emergency Radio Service LLC (ERS-OCI Wireless)	16-radio services-December 2021	12/23/2021	572.05
Account 53150 - Communications Contract Totals		Invoice 1 Transactions	\$572.05
Account 53240 - Freight / Other			
793 - Indiana Safety Company, INC	16-leather & coated gloves for employees-inc. shipping	12/23/2021	105.81
793 - Indiana Safety Company, INC	16-gloves for employees-inc shipping	12/23/2021	13.69
15449 - Rosen & Rosen Industries (R&R Industries)	16-Employee Raincoats (56)4 back order	12/23/2021	62.12
Account 53240 - Freight / Other Totals		Invoice 3 Transactions	\$181.62
Account 53310 - Printing			
7815 - A&M Graphics (Baugh Fine Print and Mailing)	16-Printing of Non Collection Recycle stickers (100)	12/23/2021	1,665.57
Account 53310 - Printing Totals		Invoice 1 Transactions	\$1,665.57
Account 53530 - Water and Sewer			
208 - City Of Bloomington Utilities	16-Sanitation Dept-water/sewer bill- November 2021	12/14/2021	130.39
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	\$130.39
Account 53540 - Natural Gas			
6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-November 2020 management fee	12/14/2021	31.18
222 - Vectren	16-Sanitation-gas bill 11/2-12/2/21	12/14/2021	113.88
Account 53540 - Natural Gas Totals		Invoice 2 Transactions	\$145.06
Account 53920 - Laundry and Other Sanitation Services			
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/17/21	BC 2009-52 12/23/2021	7.84



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19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-11/17/21	12/23/2021	23.26
19171 - Aramark Uniform & Career Apparel Group, INC	16-uniform rental (minus payroll ded)-11/24/21	BC 2009-52 12/23/2021	7.84
19171 - Aramark Uniform & Career Apparel Group, INC	16-mat/towel service-11/24/21	12/23/2021	23.26
Account 53920 - Laundry and Other Sanitation Services Totals			Invoice 4 Transactions
			<hr/> \$62.20
Account 53950 - Landfill			
10330 - Kevin R Huntley (Green Earth Recycling & Compost)	16-yard waste disposal-8 loads-November 2021	12/23/2021	176.00
Account 53950 - Landfill Totals			Invoice 1 Transactions
			<hr/> \$176.00
Account 53990 - Other Services and Charges			
6567 - Rhea L Carter	16-Expense reimbursement for purchase of diesel fuel	12/23/2021	20.00
Account 53990 - Other Services and Charges Totals			Invoice 1 Transactions
			<hr/> \$20.00
Program 160000 - Main Totals			Invoice 19 Transactions
			<hr/> \$4,906.18
Department 16 - Sanitation Totals			Invoice 19 Transactions
			<hr/> \$4,906.18
Fund 730 - Solid Waste (S6401) Totals			Invoice 19 Transactions
			<hr/> \$4,906.18
Fund 800 - Risk Management(S0203)			
Department 10 - Legal			
Program 100000 - Main			
Account 52430 - Uniforms and Tools			
327 - Hoosier Workwear Outlet, INC	10 HWW shoes 364678 murphy	12/23/2021	100.00
1548 - Safety Shoe Distributors, INC	10-A. Robertson&Armes winter clothing-carharts	12/23/2021	180.00
Account 52430 - Uniforms and Tools Totals			Invoice 2 Transactions
			<hr/> \$280.00
Account 53130 - Medical			



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6018 - Chris James Scott Eberle	10 cdl PHYSICAL Eberle 2021	12/23/2021	100.00
6215 - Donnie Stephen George	10 cdl PHYSICAL george cdl 2021	12/23/2021	97.00
231 - IU Health OCC Health Services	10-Risk Dept-hearing tests (2)-10/19 & 10/21/21	12/23/2021	150.00
6286 - Barry J Moore	10- reimb for physical for CDL-12/3/21	12/23/2021	100.00
Account 53130 - Medical Totals		Invoice 4 Transactions	<hr/> \$447.00

Account **53160 - Instruction**

3560 - First Financial Bank / Credit Cards	10 risk div CPR certificates	12/23/2021	144.00
3560 - First Financial Bank / Credit Cards	10 risk training supplies Training Network in-23222	12/23/2021	2,155.58
Account 53160 - Instruction Totals		Invoice 2 Transactions	<hr/> \$2,299.58

Account **53410 - Liability / Casualty Premiums**

1847 - Hylant of Indianapolis, LLC	10-Hylant WC Audit - 305563	12/23/2021	1,210.38
Account 53410 - Liability / Casualty Premiums Totals		Invoice 1 Transactions	<hr/> \$1,210.38

Account **53420 - Worker's Comp & Risk**

7792 - ONB Benefit Administration LLC (JWF Specialty)	10-Workmans Compensation payment-12/14/21	12/23/2021	1,322.62
Account 53420 - Worker's Comp & Risk Totals		Invoice 1 Transactions	<hr/> \$1,322.62
Program 100000 - Main Totals		Invoice 10 Transactions	<hr/> \$5,559.58
Department 10 - Legal Totals		Invoice 10 Transactions	<hr/> \$5,559.58
Fund 800 - Risk Management(S0203) Totals		Invoice 10 Transactions	<hr/> \$5,559.58

Fund **801 - Health Insurance Trust**

Department **12 - Human Resources**

Program **120000 - Main**



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Account **53990 - Other Services and Charges**

3977 - Cigna Health & Life Insurance Company	12-December 2021 Cigna Denta/Vision-\$10,544.72	12/23/2021	2,164.80
3560 - First Financial Bank / Credit Cards	12-SHRM professional membership \$219.00 Shaw	12/23/2021	219.00
7979 - Kinsler-Jeffers Enterprises, LLC (Honey Baked Ham)	12-2021 Employee Appreciation Box lunches (455)	12/23/2021	4,391.35
7979 - Kinsler-Jeffers Enterprises, LLC (Honey Baked Ham)	12-HoneyHam Employee Appreciation box lunch\$76.48	12/23/2021	76.48
18539 - Life Insurance Company Of North America	12-October 2021 LINA-Bill Reference #103094_100121	12/23/2021	4,210.90
18539 - Life Insurance Company Of North America	12-November 2021-LINA-Bill Reference #103094_110121	12/23/2021	4,205.80
199 - Monroe County Government	12-Implicit Bias Training	12/23/2021	4,500.00
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)-October 2021	12/23/2021	1,132.05
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)-November 2021	12/23/2021	1,155.70
17785 - The Howard E. Nyhart Company, INC	12-Nyhart Admin Fees (FSA,HSA,Gym,Massage)-September 2021	12/23/2021	1,131.45
Account 53990 - Other Services and Charges Totals		Invoice 10 Transactions	<hr/> \$23,187.53

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

17785 - The Howard E. Nyhart Company, INC	12-December Wellness Reimbursements \$9813.85	12/15/2021	9,813.85
Account 53990.1201 - Other Services and Charges Health Insurance Totals		Invoice 1 Transactions	<hr/> \$9,813.85

Account **53990.1278 - Other Services and Charges Disability LTD**

18539 - Life Insurance Company Of North America	12-October 2021 LINA-Bill Reference #103094_100121	12/23/2021	5,835.21
18539 - Life Insurance Company Of North America	12-November 2021-LINA-Bill Reference #103094_110121	12/23/2021	5,878.96
Account 53990.1278 - Other Services and Charges Disability LTD Totals		Invoice 2 Transactions	<hr/> \$11,714.17
Program 120000 - Main Totals		Invoice 13 Transactions	<hr/> \$44,715.55
Department 12 - Human Resources Totals		Invoice 13 Transactions	<hr/> \$44,715.55



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Fund **801 - Health Insurance Trust** Totals

Invoice 13
Transactions

\$44,715.55

Fund **802 - Fleet Maintenance(\$9500)**

Department **17 - Fleet Maintenance**

Program **170000 - Main**

Account **52230 - Garage and Motor Supplies**

50605 - Bauer Built, INC	17 - scrap tire disposal for Commercial and light truck	12/23/2021	217.00
50605 - Bauer Built, INC	17 - (3) tires for stock -245/55R18 Advantage TA	12/23/2021	1,012.00
4693 - Monroe County Tire & Supply, INC	17 - #869 tires (ST225/75R15)	12/23/2021	210.50

Account **52230 - Garage and Motor Supplies** Totals

Invoice 3
Transactions

\$1,439.50

Account **52240 - Fuel and Oil**

7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel and unleaded fuel, Inv#I878431	BC 2021-84D	12/23/2021	20,688.91
7854 - Premier AG CO-OP, INC (Premier Energy)	17 - diesel and unleaded fuel, Inv# I877947	BC 2021-84D	12/23/2021	22,189.15

Account **52240 - Fuel and Oil** Totals

Invoice 2
Transactions

\$42,878.06

Account **52320 - Motor Vehicle Repair**

50605 - Bauer Built, INC	17- # 839 tracks (240x37x87.63)	12/23/2021	1,920.00
244 - Bloomington Ford, INC	17-Ford disc brake bolt	12/23/2021	8.97
244 - Bloomington Ford, INC	17 - Left and right lift cylinder	12/23/2021	49.36
244 - Bloomington Ford, INC	17-#706 fuel return line	12/23/2021	59.25
244 - Bloomington Ford, INC	17-#706 fuel tube	12/23/2021	87.62
244 - Bloomington Ford, INC	17-#129 window regulator	12/23/2021	119.18
244 - Bloomington Ford, INC	17-vehicle repair parts and labor	12/23/2021	4,947.12



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244 - Bloomington Ford, INC	17-#120 credit for part return of alternator	12/23/2021	(75.00)
941 - Central Indiana Truck Equipment Corporation	17- # 938 brake spring hook and shaft	12/23/2021	28.61
4335 - Circle Distributing, INC	17-stock tie rod end	12/23/2021	75.22
594 - Curry Auto Center, INC	17- #693 water pump gasket	12/23/2021	4.82
594 - Curry Auto Center, INC	17- stock heater hose	12/23/2021	38.31
594 - Curry Auto Center, INC	17- # 873 Brake booster	12/23/2021	489.99
594 - Curry Auto Center, INC	17- #696 heater hose	12/23/2021	38.31
594 - Curry Auto Center, INC	17- # 199I keys	12/23/2021	53.24
4992 - Fleetpride, INC	17- # 657 fuel filter head assembly	12/23/2021	162.13
4387 - Force America Distributing, LLC	17- #422 stainless lid	12/23/2021	698.42
4387 - Force America Distributing, LLC	17- credit for part return - wrong lid was sent	12/23/2021	(931.11)
4387 - Force America Distributing, LLC	17- #422 stainless lid	12/23/2021	1,084.74
4044 - Industrial Hydraulics, INC	17- stock hydraulic fittings	12/23/2021	358.26
11672 - Jack Doheny Companies, INC	17- credit for wrong part	12/23/2021	(766.69)
11672 - Jack Doheny Companies, INC	17- #468 screens for leafers	12/23/2021	1,572.05
11672 - Jack Doheny Companies, INC	17- stock parts for leafers	12/23/2021	2,045.63
5168 - Jasper Engine Exchange, INC	17 - Engine replacement for Ford Scorpion 6	12/23/2021	13,358.00
4439 - JX Enterprises, INC	17 - Plunger and Boot-Brake Valve for Unit 438	12/23/2021	44.63
4439 - JX Enterprises, INC	17-#438 automatic slack adjuster	12/23/2021	193.34
4474 - Ken's Westside Service & Towing, LLC	17- tow bill police car	12/23/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17- #1207 tow bill	12/23/2021	75.00



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4474 - Ken's Westside Service & Towing, LLC	17- #138 tow bill for black ford taurus	12/23/2021	50.00
4474 - Ken's Westside Service & Towing, LLC	17- # 634 tow bill for white ford F-350	12/23/2021	75.00
4474 - Ken's Westside Service & Towing, LLC	17- # new truck tow bill -& Driveline removal	12/23/2021	388.00
4693 - Monroe County Tire & Supply, INC	17- # 454 tires, Inv# 056307	12/23/2021	197.72
4693 - Monroe County Tire & Supply, INC	17 - Tires for #706	12/23/2021	558.84
4693 - Monroe County Tire & Supply, INC	17- # 920 tires Firestone LT265/70R17	12/23/2021	650.04
53385 - O'Reilly Automotive Stores, INC	17-# 410 electrical connector	12/23/2021	3.60
53385 - O'Reilly Automotive Stores, INC	17- stock air filters	12/23/2021	57.16
53385 - O'Reilly Automotive Stores, INC	17- core return credit	12/23/2021	(120.00)
53385 - O'Reilly Automotive Stores, INC	17- # 697 calipers	12/23/2021	291.68
6441 - Ott Equipment Service, INC	17- # 697 calipers	12/23/2021	500.00
16069 - Palmer Trucks, INC	17- # 774 valve relay	12/23/2021	83.90
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts and equip for November 2021	12/23/2021	5,388.94
337 - Stansifer Radio Co, INC	17- # 465 relay	12/23/2021	45.94
54351 - Sternberg, INC	17 - 938 OSL for sensor and regen	12/23/2021	4,013.31
54351 - Sternberg, INC	17-# Core return credit	12/23/2021	(25.00)
54351 - Sternberg, INC	17-#431 air hose and clamps	12/23/2021	244.73
54351 - Sternberg, INC	17-#961 alternator	12/23/2021	285.10
54351 - Sternberg, INC	17-#692 A/C compressor	12/23/2021	467.93
54351 - Sternberg, INC	17-#692 turbo pipe	12/23/2021	1,021.40
54351 - Sternberg, INC	17-#stock EGR cooler	12/23/2021	1,626.87



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54351 - Sternberg, INC	17-#429 EGR Cooler	12/23/2021	1,718.73
4606 - Truck Service, INC	17 395 spring repair	12/23/2021	4,772.39
4398 - TruckPro Holding Corporation	17-# 958 purge valve	12/23/2021	28.69
4398 - TruckPro Holding Corporation	17- stock purge valve, Inv# 047-0261830	12/23/2021	57.38
4398 - TruckPro Holding Corporation	17- # 438 brake drums, Inv# 047-0260767	12/23/2021	543.97
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17- # 687 electric motor	12/23/2021	179.90
7555 - VoMac Truck Sales & Service INC	17- Core credit	12/23/2021	(159.50)
2096 - West Side Tractor Sales CO.	17- credit for core return (Alternator)	12/23/2021	(75.00)
2096 - West Side Tractor Sales CO.	17-#885 headliner and wiring	12/23/2021	719.31

Account **52320 - Motor Vehicle Repair** Totals

Invoice 58
Transactions

\$49,380.43

Account **52420 - Other Supplies**

4918 - HELM, INC	17 - 1 year subscription for hard Srvce software	12/23/2021	3,150.00
177 - Indiana Oxygen Company, INC	17 - shop supplies carbon dioxide and comp o2	12/23/2021	50.94
177 - Indiana Oxygen Company, INC	17 - shop supplies carbon dioxide and comp o2	12/23/2021	52.60
8181 - Lawson Products, INC	17 - shop supply wire (Blake & red) 14 GA of each	12/23/2021	72.31
4887 - Mitchell Repair Information Co, LLC	17 - shop key renewal	12/23/2021	3,707.79
476 - Southern Indiana Parts, INC (Napa Auto Parts)	17 - various parts and equip for November 2021	12/23/2021	5,408.00
6216 - Terminal Supply, INC	17 - misc shop supplies, fuses drill bits and etc	12/23/2021	27.53
6216 - Terminal Supply, INC	17 - misc shop supplies, fuses drill bits and etc	12/23/2021	147.85
6216 - Terminal Supply, INC	17 - misc shop supplies, fuses drill bits and etc	12/23/2021	309.00

Account **52420 - Other Supplies** Totals

Invoice 9
Transactions

\$12,926.02



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Account **53130 - Medical**

231 - IU Health OCC Health Services	17 - hearing test for Bradley C Rushton	12/23/2021	34.00
231 - IU Health OCC Health Services	17 -dot panel for Bradley C Rushton	12/23/2021	47.00
231 - IU Health OCC Health Services	17 - hearing test for various employees	12/23/2021	272.00
Account 53130 - Medical Totals		Invoice 3 Transactions	<hr/> \$353.00

Account **53530 - Water and Sewer**

208 - City Of Bloomington Utilities	17-Fleet Maint-water/sewer bill-November 2021	12/14/2021	465.64
Account 53530 - Water and Sewer Totals		Invoice 1 Transactions	<hr/> \$465.64

Account **53540 - Natural Gas**

6769 - EDF, INC (EDF Energy Services)	06-City Fac.-Natural Gas Commodity-November 2020 management fee	12/14/2021	18.14
222 - Vectren	17-Fleet Maint.-gas bill 11/4-12/3/21	12/14/2021	196.88
Account 53540 - Natural Gas Totals		Invoice 2 Transactions	<hr/> \$215.02

Account **53620 - Motor Repairs**

4336 - American Eagle Auto Glass of Terre Haute, INC	17 - 2015 Ford #616 back glass replacement	12/23/2021	280.00
54351 - Sternberg, INC	17 - 938 OSL for sensor and regen	12/23/2021	1,654.90
4606 - Truck Service, INC	17 395 spring repair	12/23/2021	1,788.22
7555 - VoMac Truck Sales & Service INC	17 - 960 check enginge light	12/23/2021	915.96
7555 - VoMac Truck Sales & Service INC	17 - 960 elect repair, Mack truck LR613	12/23/2021	1,059.23
6476 - Samuel D Wray (Wray Automotive)	17 - #706 alignment	12/23/2021	50.00
Account 53620 - Motor Repairs Totals		Invoice 6 Transactions	<hr/> \$5,748.31

Account **53640 - Hardware and Software Maintenance**



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3560 - First Financial Bank / Credit Cards	17 - wi Tech software	12/23/2021	800.00
6770 - Noregon Systems, INC	17 - allison software Subscription renewal	12/23/2021	450.00

Account 53640 - Hardware and Software Maintenance Totals	Invoice 2 Transactions	<hr/> \$1,250.00
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Account **53920 - Laundry and Other Sanitation Services**

19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel, Inv# 408000000493	12/23/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rental (minus payroll deduction-11/17	BC 2009-52 12/23/2021	23.16
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel, Inv# 408000002427	12/23/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towel, Inv# 408000003611	12/23/2021	69.56
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform rental (minus payroll deduction)-11/24/2021	BC 2009-52 12/23/2021	23.21

Account 53920 - Laundry and Other Sanitation Services Totals	Invoice 5 Transactions	<hr/> \$255.05
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Program 170000 - Main Totals	Invoice 91 Transactions	<hr/> \$114,911.03
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Department 17 - Fleet Maintenance Totals	Invoice 91 Transactions	<hr/> \$114,911.03
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Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice 91 Transactions	<hr/> \$114,911.03
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Fund **804 - Insurance Voluntary Trust**

Department **12 - Human Resources**

Program **120000 - Main**

Account **53990.1241 - Other Services and Charges Vision**

3977 - Cigna Health & Life Insurance Company	12-December 2021 Cigna Denta/Vision-\$10,544.72	12/23/2021	8,379.92
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Account 53990.1241 - Other Services and Charges Vision Totals	Invoice 1 Transactions	<hr/> \$8,379.92
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Account **53990.1271 - Other Services and Charges Section 125 - URM- City**

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/13/2021	54.50
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17785 - The Howard E. Nyhart Company, INC	12-City URM	12/13/2021	92.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/13/2021	45.00
17785 - The Howard E. Nyhart Company, INC	12-City URM	12/15/2021	479.87
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/16/2021	31.60
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/17/2021	112.11

Account **53990.1271 - Other Services and Charges Section 125 - URM- City Totals**

Invoice 6
Transactions

\$815.08

Account **53990.1273 - Other Services and Charges Term Life**

18539 - Life Insurance Company Of North America	12-October 2021 LINA-Bill Reference #103094_100121	12/23/2021	16,109.39
18539 - Life Insurance Company Of North America	12-November 2021-LINA-Bill Reference #103094_110121	12/23/2021	16,414.71

Account **53990.1273 - Other Services and Charges Term Life Totals**

Invoice 2
Transactions

\$32,524.10

Account **53990.1277 - Other Services and Charges Disability STD**

18539 - Life Insurance Company Of North America	12-October 2021 LINA-Bill Reference #103094_100121	12/23/2021	9,749.12
18539 - Life Insurance Company Of North America	12-November 2021-LINA-Bill Reference #103094_110121	12/23/2021	9,626.80

Account **53990.1277 - Other Services and Charges Disability STD Totals**

Invoice 2
Transactions

\$19,375.92

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

17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/13/2021	25.67
17785 - The Howard E. Nyhart Company, INC	12-Util URM	12/15/2021	313.17
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/16/2021	170.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM	12/17/2021	40.00

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

Invoice 4
Transactions

\$548.84

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



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17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions	12/16/2021	18,962.26
Account 53990.1283 - Other Services and Charges Health Savings Account Totals	Invoice 1	\$18,962.26	
	Transactions		
Program 120000 - Main Totals	Invoice 16	\$80,606.12	
	Transactions		
Department 12 - Human Resources Totals	Invoice 16	\$80,606.12	
	Transactions		
Fund 804 - Insurance Voluntary Trust Totals	Invoice 16	\$80,606.12	
	Transactions		
Fund 978 - City 2016 GO Bond Proceeds			
Department 06 - Controller's Office			
Program 06016B - 2016 B Ped/Signal/Intersection			
Account 54510 - Other Capital Outlays			
5409 - VS Engineering, INC	13-Sare Road Multiuse Path-CI-services thru 10/31/21	BC 2019-142 12/23/2021	1,255.27
	Account 54510 - Other Capital Outlays Totals	Invoice 1	\$1,255.27
		Transactions	
Program 06016B - 2016 B Ped/Signal/Intersection Totals	Invoice 1	\$1,255.27	
	Transactions		
Department 06 - Controller's Office Totals	Invoice 1	\$1,255.27	
	Transactions		
Fund 978 - City 2016 GO Bond Proceeds Totals	Invoice 1	\$1,255.27	
	Transactions		
Grand Totals	Invoice 467	\$1,422,850.44	
	Transactions		

REGISTER OF CLAIMS
Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
12/23/2021	Claims				\$1,422,850.44
					<u>\$1,422,850.44</u>

ALLOWANCE OF CLAIMS

We have examined the claims listed on the foregoing register of claims, consisting of claims, and except for the claims not allowed as shown on the register, such claims are hereby allowed in the total amount of \$ 1,422,850.44

Dated this _____ day of _____ year of 20_____.

Dana Henke, 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_____