CALL TO ARTISTS FOR PUBLIC ART COMMISSIONS AT DOWNTOWN TRANSIT CENTER

BLOOMINGTON, INDIANA
MARCH 2013

APPLICATIONS DUE: APRIL 29, 2013

CITY OF BLOOMINGTON
arts commission

Bloomington Transit

Call to Artists for Public Art Commissions at Downtown Transit Center

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1. Project Information

A. Project Overview

The City of Bloomington Arts Commission is issuing this Call to Artists to submit applications for consideration for four Artwork commission projects at the Downtown Transit Center in Bloomington, Indiana.

The four projects are: **1) Benches; 2) Bicycle Racks; 3) Bloomington Transit Logo Artwork; 4) Transit Mural.**

The Downtown Transit Center Art Selection Panel, composed of artists, arts professionals, project partners and community members, will review responses to this Call to Artists and recommend an artist (or artist team) for each commission opportunity. Artists may apply for one or more commissions, and an artist (or artist team) may be awarded more than one commission.
The Bloomington Public Transportation Corporation is committed to investing approximately $104,000 toward public art at the Downtown Transit Center. Funding for these commissions will be provided by the Bloomington Public Transportation Corporation ("Bloomington Transit") and administered by the City of Bloomington's Arts Commission ("Arts Commission").

B. Background

The new 10,000 square foot Downtown Transit Center at the southeast corner of S. Walnut Street and E. 3rd Street will include waiting, ticketing and service areas for Bloomington Transit on the first floor and serve as the Central Emergency Dispatch Center on the second floor. This facility replaces the existing Downtown Transfer Center at the northwest corner of S. Washington Street and E. 4th Street, one block to the north. This center has been in place since 1987 and no longer serves the needs of a rapidly growing Bloomington Transit. The new Dispatch Center will replace the existing 500 square foot facility currently located within the Bloomington Police Department Headquarters, one block to the east.

The new Downtown Transit Center is a modern/contemporary design utilizing a curved main corner element with recessed entrance and secondary entrances along the transit plaza to the south. The building is clad in limestone, with areas of spandrel glass. The transportation terminal itself will allow for more and longer buses and is anticipated to be able to serve the needs of Bloomington Transit for at least the next 20 years. The terminal includes three lanes for bus loading and unloading that will be accessed from both Walnut St. and Washington St. It also includes long-term bike lockers and covered passenger waiting areas. The building has been designed to meet a LEED Silver rating.

The completion of the Downtown Transit Center is scheduled for February 2014. Installation of commissions will be between October 2013 and January 31, 2014.

Bloomington Transit and the Arts Commission recognize that the visual quality of public space such as the Downtown Transit Center has a profound impact on transit patrons and the community at large. Mass transit systems should be positive symbols in the community, attracting local riders, visitors and the attention of local, regional and national decision makers. Good design and art can improve the appearance and safety of a facility, give vibrancy to its public spaces and make patrons

feel welcome. Good design and art will also contribute to the goal that transit facilities help to create livable communities.

Bloomington Transit is committed to contributing funding toward public art in this transit project in order to create a facility that is an integral component of the community. At the Downtown Transit Center, public art will interweave and share space with striking architecture, serving to enhance the enjoyment of those passing through this public space, while complementing the power of the existing design elements.

C. Project Limits
A general diagram, the Downtown Transit Center Site Plan, is included as **Appendix A** to this Call to Artists. The locations for the public art commissions are indicated on the site plan.

D. Project Information Contact
All questions related to the Call to Artists requirements and requests for clarification must be submitted in writing to:
Miah Michaelsen
Department of Economic and Sustainable Development
401 N. Morton Street Suite 130
Bloomington, IN 47402
Questions may be emailed to michaelm@bloomington.in.gov

All questions submitted and responses will be posted on project webpage at www.bloomington.in.gov/arts no later than April 15.

II. Scope of Services

A. General
Each applicant selected as a result of this Call to Artists will enter into an agreement with the City of Bloomington to develop and submit final designs and detailed fabrication and installation plans consistent with the application and then complete the execution and installation of the approved Artwork commission.

B. Project Services
1. This Call to Artists describes four areas of opportunity for public art installations. The four commissions include design, fabrication and installation of Artworks. Related services include, but are not limited to: conceptualization and design, including development of construction documents; specification of required equipment, materials and fabrication methods; identification of installation requirements; development of a budget identifying all associated costs; fabrication and installation.
2. A general diagram, the Downtown Transit Center Site Plan, is included as **Appendix A** to this Call to Artists. The locations for the public art commissions are indicated on the site plan.

Commission #1: Benches

Total commission budget: **$34,000**

22 Benches will be located around the exterior of the transit site to allow patrons to comfortably wait for transit service.

Specifications and Considerations

- Each bench shall be 72” in length.
- Bench seat height, depth, width and securement shall comply with prevalent accessibility requirements.
- Benches shall have backs and arms with intermediate arm, or similar to discourage persons from lying down on the bench.
- May incorporate a transit or transportation theme.
- Shall be of one or more of the following materials: steel, aluminum, or stone (see below for product requirements.)
- Shall demonstrate a high level of aesthetic quality.
- Shall be compatible with Downtown Transit Center design.
- Shall be fabricated and warranted to commercial industry standards (see below for product requirements.)
- Benches are to be installed in paver areas; therefore securing benches to secondary concrete footings is required. The concrete footing, pavers and paver-bed systems will be installed by the Transit Center contractor. It is the responsibility of the artist to configure bench base and secure and install benches to comply with conditions as-built by the Transit Center contractor.

For product requirements please see project webpage at www.bloomington.in.gov/arts.

Commission #2: Bicycle Racks

Total commission budget: **$20,000**

22 Bicycle racks will allow riders convenient locations to park their bikes while using transit service.

Specifications and Considerations

- Each rack shall be capable of securing two bicycles.
- May incorporate a transit or transportation theme.
- May be of the following materials: steel, aluminum, or stone (see below for product requirements.)
- Shall demonstrate a high level of aesthetic quality.
- Shall be compatible with Downtown Transit Center design.
- Shall be fabricated and warranted to commercial industry standards (see below for product requirements.)
- Bike racks are to be installed in paver areas, therefore securing rack bases to secondary concrete footings is required. The concrete footing, pavers and paver-bed systems will be installed by the Transit Center contractor. It is the responsibility of the artist to configure bike rack base and secure and install racks to comply with conditions as-built by the Transit Center contractor.

For product and installation requirements please see project webpage at www.bloomington.in.gov/arts.

Appendix B to this Call to Artists contains plaza level views of the Downtown Transit Center.

Commission #3: Bloomington Transit Logo Artwork

Total commission budget: **$25,000**

Artwork incorporating the Bloomington Transit logo as a primary design element will be installed on the exterior of the Downtown Transit Center. The Artwork developed will be visible to the public traveling north on Walnut Street and should provide a compelling initial impact and project a positive impression of Bloomington Transit and the Transit Center. The wall that will accommodate the Artwork is on the southernmost face of the Transit Center immediately adjacent to the stairway tower. The surface of the wall is a buff colored limestone and should require a minimal level of preparation by the artist. The area for the Artwork is approximately 16 square feet and 30' above grade. The site for the Artwork will be exposed to the sun and elements, and therefore the materials and workmanship should be appropriately considered. The artist may consider either two or three-dimensional Artwork for this commission, but it shall contain as a primary element the Bloomington Transit logo. The logo may be represented in color (Pantone 341 only); in negative space or through some other choice by the artist. It may also include other elements, materials, etc. that befit a transit location. The artist may also consider interior or exterior lighting of the Artwork (within LEED Silver standards), although it is not required as a part of this commission.

Specifications and Considerations

- May incorporate a transit or transportation theme.
- May be of any material appropriate for exterior installation.
- Shall incorporate an exact rendering of the Bloomington Transit logo.
- Shall demonstrate a high level of aesthetic quality.
- Shall be compatible with Downtown Transit Center design and materials.
- Shall be fabricated and warranted to commercial industry standards.
- Shall not exceed a 16 square foot area.
- Shall accommodate a specific installation configuration (to be specified in artist contract). Artist is responsible for installation.

Appendix C to this Call to Artists contains a site view for the Bloomington Transit Logo Artwork.

Appendix D to this Call to Artists contains a print copy of the Bloomington Transit logo. An electronic copy can be downloaded at the project webpage www.bloominton.in.gov/arts.

Commission #4 Transit Mural

Total commission budget: **$25,000**

A street-level mural will be installed on the westernmost side of the Downtown Transit Center facility. The mural developed will be visible to the public traveling from the south, north and west and should serve to engage the public in the life of the facility. The mural should be visually dynamic, communicate themes and values inherent to transit and transportation in either abstract or representational form and function as a sustainable work that will remain relevant well into the future. The wall that will accommodate the Artwork is on the westernmost face of the Transit Center. The surface of the wall is buff color limestone and should require a minimal level of preparation by the artist. The actual area for the Artwork is 12 feet in width by 18.4 feet in height. The site for the Artwork will be fully exposed to the sun and the elements, and therefore the

materials and workmanship should be appropriately considered. The artist may consider two or three dimensional Artwork for this commission and may also include other elements, materials, etc. that befit a transit location. The site will be at pedestrian level, so the Artwork shall be safe for pedestrian interaction, not be an encroachment hazard to pedestrians, be of appropriate materials and be easily maintained. Exterior lighting for the mural will be provided from above the site location.

Specifications and Considerations

- May be of any material and fabrication appropriate for exterior installation, direct sunlight exposure, safe pedestrian interaction and maintenance.
- Shall communicate transit or transportation values.
- Shall demonstrate a high level of aesthetic quality.
- Shall be compatible with Downtown Transit Center design and materials.
- Shall be fabricated and warranted to commercial industry standards.
- Shall not exceed the following dimensions: 12 feet in width by 18.4 feet in height.
- Shall accommodate a specific installation configuration (to be specified in artist contract). Artist is responsible for installation.

Appendix E to this Call to Artists contains a site view for the Transit Mural.

III. Call to Artists Timetable

Deadline for Written Questions	April 12, 2013
Written Responses Sent & Posted Online	April 15, 2013
Artist Applications Due	April 29, 2013
Interviews	May 2013
Contracts Executed	June 2013
Installation	October 2013 – January 15, 2014

IV. Application Submission

A. Application Submission Process

1. Notice to Interested Artists/Artist Teams
   a. The City of Bloomington Arts Commission is not responsible for costs incurred by anyone responding to this Call to Artists.
   b. The City of Bloomington Arts Commission expressly reserves the right to amend or withdraw this Call to Artists at any time and to reject any or all applications.
   c. The City of Bloomington Arts Commission reserves the right to request additional information at any stage of the Call to Artists evaluation process.

2. Questions

Responding artists/artist teams are to submit written questions related to the specific project requirements and the Call to Artists process by 5 p.m. on April 12, 2013, to:

Miah Michaelsen
Department of Economic and Sustainable Development
401 N. Morton Street Suite 130
Bloomington, IN 47402
Questions may be emailed to michaelm@bloomington.in.gov

Written responses to all questions received on time will be available by 5 p.m. on April 12, 2013, in the form of addenda and posted at the project webpage at www.bloomington.in.gov/arts. Oral questions will not be accepted.

Responding artists/artist teams shall rely only on the provisions of this Call to Artists and written addenda in preparing their applications.

B. Valid Application

1. In order to be considered valid, the application shall be in writing, submitted on time and in accordance with the process described below, and be signed by the artist or the artist team lead individual who is accountable for all representations.

2. The application shall comply with the following formatting requirements:
   a. All pages shall be three-hole punched for a standard loose-leaf binder, but the application shall not be bound or submitted in a binder.
   b. Documents of more than one page shall be stapled. Respondents are encouraged to use double-sided printing in order to reduce use of paper.
   c. Only materials specifically requested should be included. Other materials will not be considered or reviewed by the Downtown Transit Center Art Selection Panel.

3. The application shall contain the following information, presented in the order shown:
   a. Commission Form (Appendix F) attached to and made a part of this Call to Artists.
   b. Cover letter – Briefly discuss the artist or artist team's experience with collaborative work and work in public spaces, and why the artist or artist team is best qualified to be chosen. Also indicate the availability of the artist or artist team members over the coming six months to undertake this project.
   c. Conceptual and Material Approach to the Project – Address the artist or artist team's approach to the project, including materials to be used and process.
   d. One (1) set of Visuals – Include up to ten (10) visuals to illustrate your approach. Visuals may be sketches, scale drawings, renderings, maquettes, collages, etc. that the artist/artist team deems appropriate and adequate to communicate their approach to the Selection Panel. Only those submitted materials accompanied by SASE will be returned.
   e. Project Budget and Timeline
   f. Resume – Include a professional resume for the responding artist or for each artist team member. Each resume shall be typed and be a maximum of two pages in length.
   g. One (1) CD of Sample Images and Image List – Include a total of 10 digital images of past work by the submitting artist or artist team, (i.e., 10 images per application, not participant), numbered in the order of desired presentation. An additional 10 images can be included in the application if desired; however, this second set of images will be used only if requested by the Downtown Transit Center Art Selection Panel. Digital images should be presented on a CD in .jpeg format. The CD shall be clearly labeled with the artist's name or the names of the artist team members; only one CD is required. The image list should be numbered and annotated with the artist's name, title of the work, date the work was completed, medium of work, location of the work, cost of the work, time

period for completion of work, and a short description of the Artwork.

h. A maximum of three published reviews/articles about your work may be submitted with the application at your option.
i. One (1) Set of Public Art Federal Contract Clauses, E-Verify Affidavit, and Iranian Affidavit (Appendix G) attached to and made a part of this call for artists. **Note:** Notary services are available at no charge when submitting application in person at City Hall.

C. Submission

1. Applications are due by 5 p.m. on April 29, 2013.
   Submit to:
   Miah Michaelsen
   Department of Economic and Sustainable Development
   401 N. Morton Street Suite 130
   Bloomington, IN 47402

Faxed or emailed applications will not be accepted.

2. An **original and six (6) copies** shall be submitted of all components of the application with the exception of **B. 3. d., g., and i.,** which require **only one (1) original** submission. The Commission Form shall have the original signature of the individual who will be accountable for all representations. Unsigned applications will be considered invalid.
3. An application may be withdrawn on written request of the artist prior to the application due date.
4. Failure to submit an application on time shall constitute grounds for the rejection of the application.

V. Evaluation and Contract Award

A. Evaluation

1. The Arts Commission will oversee development and approval of commissions for the Downtown Transit Center.
2. The Arts Commission reserves the right to waive any minor irregularities in the Call to Artists request process.
3. The Downtown Transit Center Art Selection Panel reserves the right to interview any or all responding artists at its discretion. The Arts Commission is not responsible for any costs incurred by the artists in preparing for or participating in an interview.
4. The Downtown Transit Center Art Selection Panel is composed of artists, arts professionals, project partners and community members.
5. The Downtown Transit Center Art Selection Panel will review and evaluate applications based on the following criteria:
   a. Aesthetic quality of previously completed art projects and commissions and outlined in the conceptual approach for specific Downtown Transit Center commission.
   b. Applicability and suitability of past work to specific Downtown Transit Center commission opportunities.

c. Appropriateness of previously completed artworks to their sites, including safety and scale.
d. Durability and suitability of materials used related to resistance to vandalism and minimization of maintenance requirements.
e. Experience working with the public.

6. The Downtown Transit Center Art Selection Panel may elect to invite finalists to interview by phone or in person prior to awarding commissions.

7. The Downtown Transit Center Art Selection Panel will submit its recommendations to the board of Bloomington Transit for approval. The decision of the Bloomington Transit board is final.

B. Contract

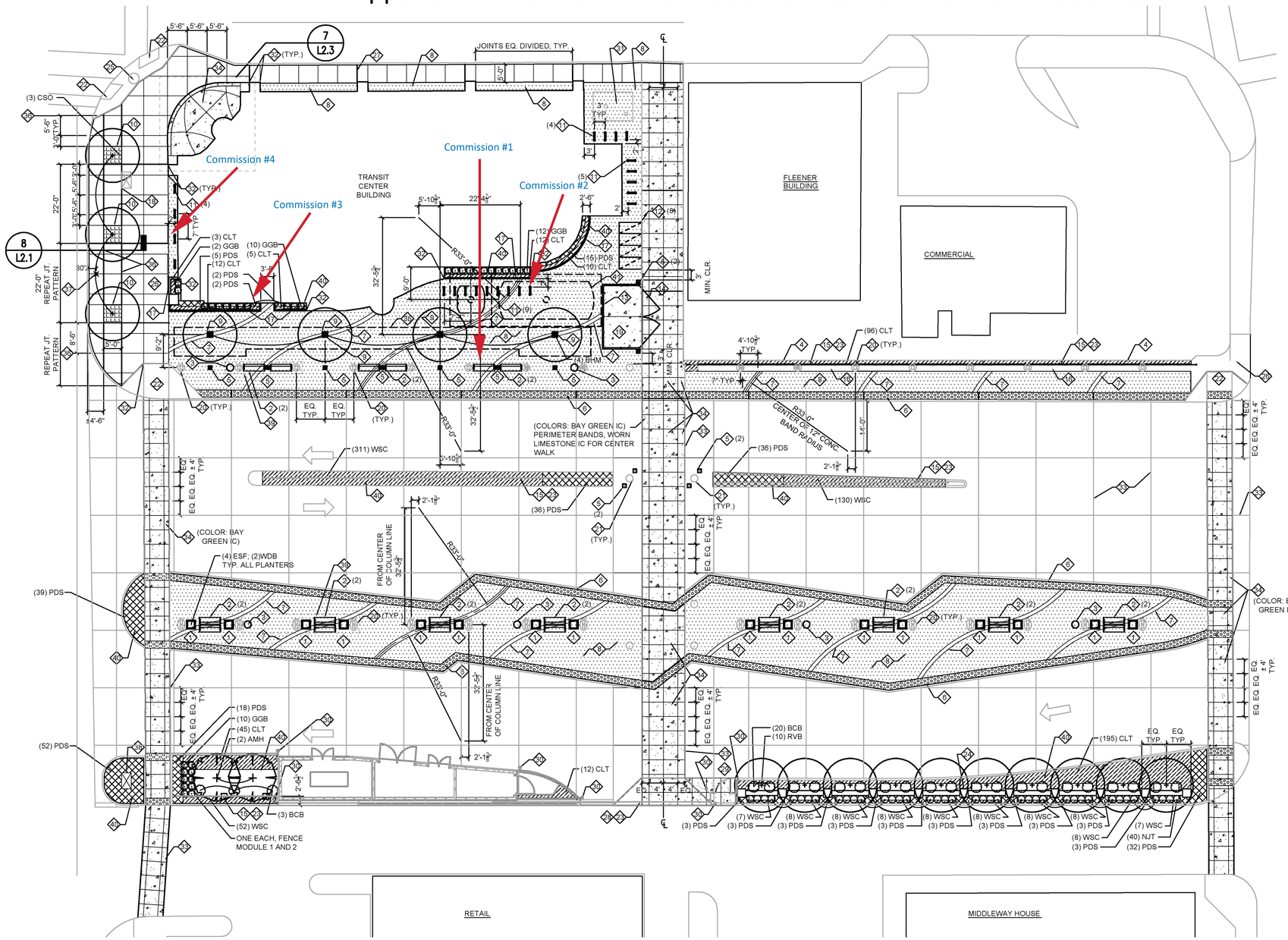
1. The specific terms of each agreement will be negotiated by the artist and the Arts Commission. The contract will, at minimum, include the following:
   a. A description of services to include preparation and submission of schematic designs; submission of fabrication and materials specifications; submission of final construction drawings; fabrication; installation; and submission of any maintenance or operational requirements.
   b. Payment amount, with a breakdown of payments and a payment schedule.
   c. Project Timeline.
   d. Details on warranties of quality and condition.
   e. Artist insurance requirements.
   f. Specific city, state and federal requirements related to the performance of the commission.

2. A contract for a commission by an artist team will be in the name of the Applicant Artist identified on the Commission Form.

VI. Appendices

A. Downtown Transit Center Site Plan with Commission Locations
B. Plaza Level Views of Downtown Transit Center
C. Site for Bloomington Transit Logo Artwork
D. Print copy of Bloomington Transit Logo
E. Site for Transit Mural
F. Commission Opportunities Form
G. Public Art Federal Contract Clauses, E-Verify Affidavit and Iranian Affidavit

Appendix A: Downtown Transit Center Site Plan with Commission Locations



1 LANDSCAPE PLAN
1/16" = 1'-0"
0' 10' 20' 40' 80'

KEYED NOTES

KEY	DESCRIPTION AND DETAIL NUMBER
1	LANDSCAPE PLANTER AND DRAIN 6/L2.2, 8/L2.3
2	6' BENCH 7/L2.2 (SEE ALTERNATES LIST)
3	TRASH RECEPTACLE 8/L2.2
4	PLANTING CONDITION BEHIND SEATWALL 5/L2.2
5	SECURITY BOLLARD 11/L2.2
6	DETECTABLE WARNING PAVERS, 24" WIDE 4/L2.1
7	COLORED CONCRETE ACCENT BAND,12" WIDE X 4" THICKNESS 1/L2.1
8	DECORATIVE PAVERS, RUNNING BOND PATTERN ORIENTED PARALLEL WITH CANOPY COLUMN LINE 1/L2.1, 2/L2.1
9	PAVER TREE GRATE 9/L2.1
10	STANDARD 5'X5' TREE GRATE 10/L2.1
11	BIKE RACK 12/L2.2 (SEE ALTERNATES LIST)
12	BIKE LOCKERS 10/L2.2
13	SCREEN FENCE 3/L2.3, 5/L2.3
14	SCREEN FENCE DOUBLE GATE 2/L2.3
15	ORNAMENTAL FENCE 4/L2.3, 6/L2.3 (SEE ALTERNATES LIST)
16	MASONRY SEAT WALL (SEE "A" SERIES DRAWINGS)
17	PAVER EDGE/LANDSCAPE EDGE 3/L2.1
18	TRAFFIC CONTROL BOX, BY OTHERS ALIGN EDGE OF TREE GRATES AND TRENCH COVER WITH EDGE OF BOX FOUNDATION
19	TRANSFORMER PAD 1/L2.3 (SEE "E" SERIES DRAWINGS)
20	E/W CANOPY COLUMN (SEE "A" SERIES DRAWINGS)
21	N/S CANOPY COLUMN (SEE "A" SERIES DRAWINGS)
22	ACCESSIBLE RAMP (SEE "C" SERIES DRAWINGS)
23	ORNAMENTAL FENCE PANELS (SEE ALTERNATES LIST)
24	MASONRY SCREEN WALL (SEE "A" SERIES DRAWINGS)
25	NEW TRAFFIC LIGHT BASE, BY OTHERS
26	CONCRETE SIDEWALK (SEE "C" SERIES DRAWINGS)
27	EXPANSION JOINT, TYP. (SEE "C" SERIES DRAWINGS)
28	VEHICLE GATE 1-4/L2.5
29	ACCESS GATE 5/L2.5
30	PIPE BOLLARD (SEE "C" SERIES DRAWINGS)
31	UNDERGROUND UTILITY VAULT (SEE "C" SERIES DRAWINGS)
32	ALIGN WITH EDGE OF STRUCTURE.
33	JOINTS IN HEAVY DUTY PAVEMENT SHALL ALIGN WITH SPACING REQUIREMENTS SHOWN ON "C" SERIES DRAWINGS.
34	COLORED CONCRETE PAVEMENT, COLORS SELECTED BY ARCHITECT FROM MANUFACTURER'S FULL RANGE. COLOR PALETTE SHALL CLOSELY MATCH PAVER COLORS. 7/L2.3
35	PLANTING SOIL CONTAINMENT SYSTEM LIMITS 5-7/L2.1
36	EDGE OF CONTINUOUS SOIL TRENCH 8/L2.1
37	STREET LIGHT (SEE "E" SERIES DRAWINGS)
38	TRAFFIC SIGNAL BOX BY OTHERS
39	EQUALLY SPACE FURNITURE ITEMS BETWEEN COLUMNS AND CENTER ON COLUMN LINE, TYP. UNLESS OTHERWISE SHOWN. PROVIDE 3'-6" CLEAR FROM COLUMN TO FURNITURE INDICATED, TYP.
40	TYPICAL PLANTING BED PREPARATION 9/L2.2
41	RAINWATER HARVESTING TANK SYSTEM (15,000 GALLON STORAGE TANK AND INTERNAL IRRIGATION PUMP PLUS 2000 GALLON PRE-TREATMENT TANK) WITH CONC. ANCHOR SLAB L2.6, L2.7

PLANTING SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE / CONDITION	SPACING	REMARKS
TREES						
BHM	4	Acer rubrum 'BOWHALL'	BOWHALL MAPLE	2" CALIPER / B&B	AS SHOWN	
RVB	10	Betula nigra 'BNMTF'	DURA-HEAT RIVER BIRCH	2" CALIPER / B&B	AS SHOWN	SINGLE STEM
AMH	2	Ilex opaca 'MISS HELEN'	MISS HELEN AMERICAN HOLLY	6' TALL / B&B	10' O.C.	
CSO	3	Quercus robur x Quercus alba 'Crimschmidt'	CRIMSON SPIRE OAK	2" CALIPER / B&B	AS SHOWN	
SHRUBS						
BCB	23	Aronia melanocarpa 'MORTON'	BLACK CHOKEBERRY	3 GAL, 18" TALL	36" O.C.	
GGB	32	Buxus 'GREEN GEM'	GREEN GEM BOXWOOD	3 GAL, 18" TALL	24" O.C.	
NJT	40	Ceanothus americanus	NEW JERSEY TEA	3 GAL, 18" TALL	24" O.C.	
GRASSES / GROUNDCOVER						
CLT	396	Liriope spicata 'SILVER DRAGON'	SILVER DRAGON LILYTURF	1 GAL	18" O.C.	
WSC	571	Sedum ternatum	WILD STONECROP	1 GAL	12" O.C.	
PDS	267	Sporobolus heterolepis	PRAIRIE DROPSEED	1 GAL	18" O.C.	
ESF	64	Dryopteris marginalis	EVERGREEN SHIELD FERN	1 GAL	18" O.C.	
WDB	32	Clematis virginiana	WOODBINE	1 GAL	12" O.C.	

GENERAL NOTES:

1. STAKE / MARK ALL PROPOSED PLANTINGS, FURNITURE, AND PAVING CONFIGURATIONS FOR APPROVAL PRIOR TO INSTALLATION.
2. REFER TO C-SERIES DRAWINGS FOR PAVEMENT JOINT DETAILS. EJ = EXPANSION JOINT, CJ = TOOLED JOINT (CONTROL JOINT).

PLANTING NOTES:

1. CONSULT PLANTING SCHEDULE FOR PLANT MATERIALS AND SPACING REQUIREMENTS. PLANT BEDS FROM THE PERIMETER AND WORK TO THE MIDDLE OR BACK.
2. CONTRACTOR SHALL VERIFY ALL UTILITY LOCATIONS PRIOR TO INSTALLATION. NOTIFY OWNERS REPRESENTATIVE IF FIELD CONDITIONS WARRANT ADJUSTMENT OF PLANT LOCATIONS.
3. PLANT QUANTITIES SHOWN ON PLAN SUPERSEDE QUANTITIES SHOWN ON THE PLANTING SCHEDULE. CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON PLANS. CONTACT OWNER'S REPRESENTATIVE FOR CLARIFICATIONS OR PLANT MATERIAL/PLANT SIZE SUBSTITUTIONS PRIOR TO PLANT PURCHASE.
4. ALL STRAPPING AND TOP 1/2 OF WIRE BASKET MUST BE CUT AWAY AND REMOVED FROM TREE AND SHRUB ROOT BALLS PRIOR TO BACKFILLING PLANTING PIT.
5. REMOVE ALL PAVEMENT, GRAVEL SUB-BASE AND CONSTRUCTION DEBRIS FROM AREAS TO BE PLANTED. PROVIDE SPECIFIED PLANTING SOIL IN PLANTING BEDS, PLANTERS AND PLANTING PITS.
6. THOROUGHLY WATER-IN ALL NEW PLANTS IMMEDIATELY FOLLOWING INSTALLATION AND WATER DAILY BY HAND UNTIL IRRIGATION SYSTEM IS CHARGED AND IS BEING USED TO WATER THE LANDSCAPE.

LAYOUT NOTES:

1. ALL DIMENSIONS ARE TO CENTER OF OBJECT, FACE OF CURB OR EDGE OF PAVEMENT UNLESS OTHERWISE INDICATED.
2. COORDINATE WORK ON THIS SHEET WITH INSTALLATION OF IRRIGATION SLEEVING TO BE INSTALLED UNDER PAVEMENT. INSTALL IRRIGATION SLEEVING PER DETAIL 5/L2.4.
3. COORDINATE SITE FURNISHING FOOTING INSTALLATION WITH PAVER AND CONCRETE PAVEMENT INSTALLATION. SEE DETAILS ON SHEET L2.2.

Bloomington Transit
CITY OF BLOOMINGTON

Prime Consultant: Architecture, Structure, Systems
PARSONS BRINCKERHOFF
300 North Meridian Street Indianapolis, Indiana 46204
T 317.972.1706 F 317.972.1708 I www.pbworld.com

Civil / Survey / Landscape
Bledsoe Riggert Guerrettaz
LAND SURVEYING - CIVIL ENGINEERING
1351 West Tapp Road Bloomington, Indiana 47403
T 812.336.8277 F 812.336.0817 I www.brgcivil.com

Mechanical / Electrical / Plumbing / Fire Prot
L'ACQUIS
CONSULTING ENGINEERS
9229 Delegates Row,Ste550 Indianapolis, Indiana 46240
T 317.706.2075 F 317.706.2076 I www.lacquis.com

REV	DESCRIPTION	DATE

New Construction of:
Downtown Transfer Center
Dispatch Center
Walnut St / Third St
Bloomington, Indiana 47401

Bloomington Public Transportation Corporation
City of Bloomington

TOM BROOKS-PILLING REGISTERED No. AR10700075 STATE OF INDIANA ARCHITECT
11·19·12

Sheet Content
LANDSCAPE PLAN

DATE	2012.NOVEMBER.19
SCALE	As indicated
DRAWN BY	HLM
CHECKED BY	TMT
APPROVED BY	TBP
PB Project Number	35654A/B
Sheet Number	**L1.1**

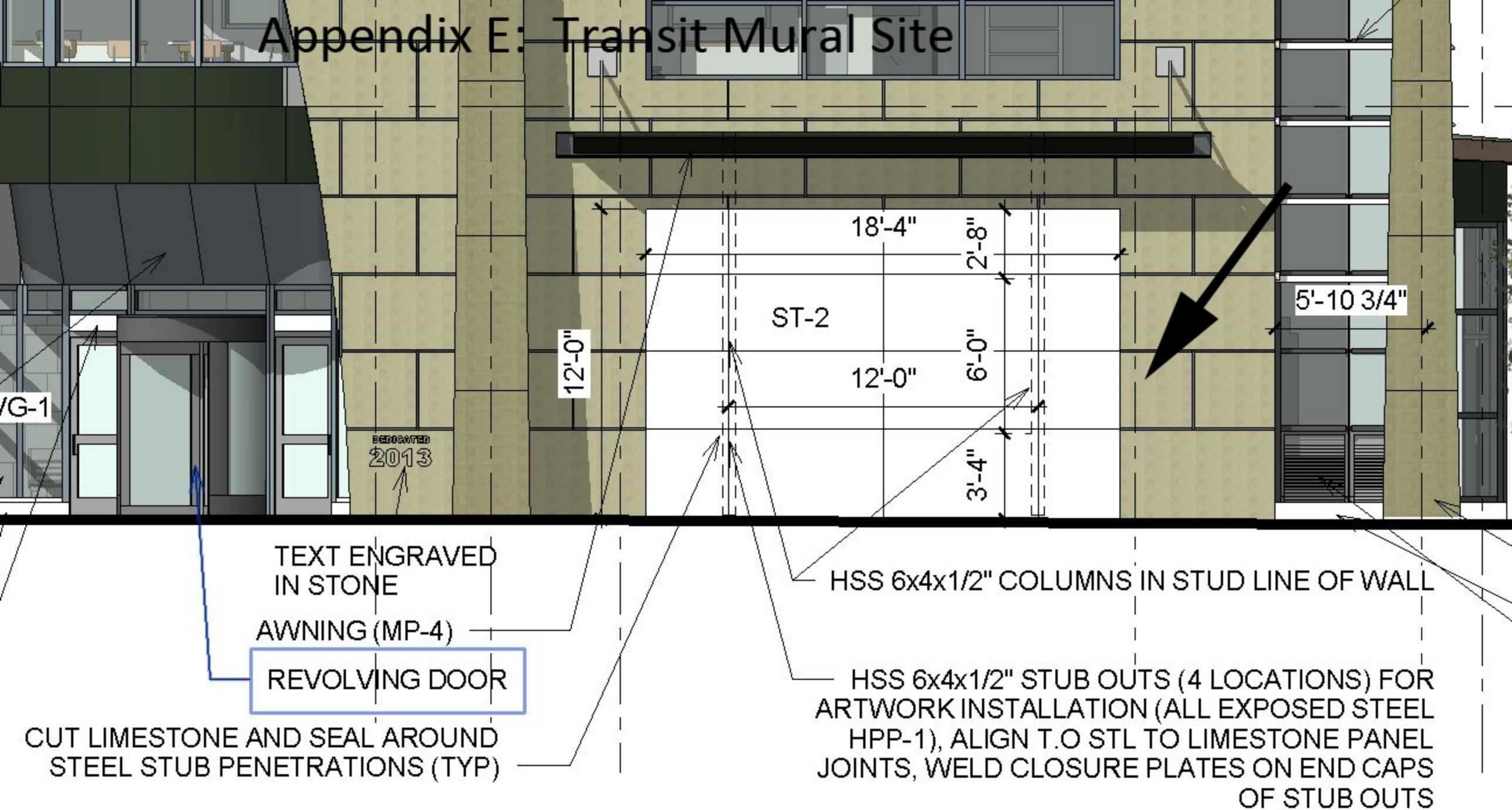
Appendix B: Plaza Level Views of Downtown Transit Center

Appendix C: Site for Bloomington Transit Logo Artwork

Appendix D.

Bloomington Transit

Appendix E: Transit Mural Site



Appendix F: DOWNTOWN TRANSIT CENTER COMMISSION OPPORTUNITIES FORM

CITY OF BLOOMINGTON
arts commission

Attach as first page of the application.

_____

Name of Individual Applicant or Name of Applicant for Artist Team

_____

Team Members

_____

Primary Team Contact Name (if applicable)

_____

Signature of Primary Team Contact

_____

Individual or Primary Team Contact Telephone Number

_____

Individual or Primary Team Contact Email Address

_____

Individual or Primary Team Contact Mailing Address

Please check the commission(s) for which you would like to be considered:

- ❑ Benches/$34,000
- ❑ Bicycle Racks/$20,000
- ❑ Bloomington Transit Logo Artwork/$25,000
- ❑ Transit Mural/$25,000

Appendix G. Public Art Federal Contract Clauses, E-Verify Affidavit and Iranian Affidavit

Public Art Federal Contract Clauses

With submission of a proposal, applicants agree to all of the requirements summarized in the following clauses:

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees: a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.) c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

Recycled Products - The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Access to Records and Reports - (1)The Contractor agrees to permit any of the following parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed: BPTC, FTA, the Comptroller General of the United States or any of their authorized representatives, the Secretary of Transportation of the United States or any of their authorized representatives, and the Indiana State Board of Accounts.

(2) - The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (6) dated October, 1999) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

No Obligation by the Federal Government. -(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud and False or Fraudulent Statements or Related Acts - (1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § § 3801 et seq . and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Termination for Convenience -The BPTC may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the BPTC to be paid the Contractor. If the Contractor has any property in its possession belonging to the BPTC, the Contractor will account for the same, and dispose of it in the manner the BPTC directs.

Termination for Default - If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the BPTC may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by the BPTC that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the BPTC, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Contractor fails to comply with any other provisions of this contract, the BPTC may terminate this contract for default. The BPTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the BPTC.

Opportunity to Cure - The BPTC in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions

If Contractor fails to remedy to the BPTC's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Contractor or written notice from the BPTC setting forth the nature of said breach or default, the BPTC shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude the BPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach - In the event that the BPTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by the BPTC shall not limit BPTC's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience - The BPTC, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the BPTC shall be liable

only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq ., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the General Manager of the BPTC. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the BPTC General Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the BPTC General Manager shall be binding upon the Contractor and the Contractor shall abide be the decision.

Unless otherwise directed by the BPTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the BPTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the BPTC is located.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the BPTC or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Fly America Requirements – The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA

Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any Bloomington Public Transportation Corporation requests which would cause Bloomington Public Transportation Corporation to be in violation of the FTA terms and conditions.

Disadvantaged Business Enterprise - The contractor agrees to the following measures to facilitate participation by disadvantaged business enterprises (DBE) in the project:

a. This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.* The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 0.27%**.**

b. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor 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 BPTC deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

d. The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from the BPTC. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this contract is satisfactorily completed.

e. The contractor must promptly notify BPTC, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of BPTC.

Americans with Disabilities Act - The contractor agrees to comply with the requirements of 49 U.S.C. 5301(d) which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilties Act of 1990 (ADA), as amended, 42 U.S.C. 1201 et seq., which requires that accessible facilities and services be made available to persons with

disabilities, including any subsequent amendments thereto. In addition, the contractor agrees to comply with all applicable requirements of the following regulations and any subsequent amendments thereto:

(1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA), "49 C.F.R. Part 37;

(2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefitting from Federal Financial Assistance", 49 C.F.R. Part 27;

(3) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services", 28 C.F.R. Part 35;

(4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodation and in Commercial Facilities", 41 C.F.R. Subpart 101-19;

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction

Instructions for Certification

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below**.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, BPTC may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to BPTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction,":"participant," "persons," "lower tier covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact BPTC for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by BPTC.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, BPTC may pursue available remedies including suspension and/or debarment.

"<u>Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction</u>"

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Lobbying Certification

The undersigned Contractor certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 contract, 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.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq*.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
[
Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Signature of Contractor's Authorized Official

_____ Name and Title of Contractor's Authorized Official

_____ Date

Buy America Certification

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 CFR Part 661.

Date _____

Signature _____

Company Name _____

Title _____

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(1), but it may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(B) or (j)(2)(D) and the regulations in 49 CFR 661.7.

Date _____

Signature _____

Company Name _____

Title _____

E-Verify Affidavit

Pursuant to Indiana Code 22-5-1.7-11, the Business Entity entering into a contract with the Bloomington Public Transportation Corporation (BPTC) is required to enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program. The Business Entity is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.

The undersigned, on behalf of the Business Entity, being first duly sworn, deposes and states that the Business Entity does not knowingly employ an unauthorized alien. The undersigned further affirms that, prior to entering into its contract with the Agency, the undersigned Business Entity will enroll in and agrees to verify the work eligibility status of all its newly hired employees through the E-Verify program. Business Entity shall submit documentation to BPTC which evidences that the business entity has enrolled in and is participating in the E-Verify program.

Business Entity: _____

By (Written Signature): _____

Printed Name: _____

Title: _____

Important – Notary Signature and Seal Required in the Space Below

STATE OF _____
SS:
COUNTY OF _____

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

My commission expires: _____

Signed: _____

Residing in _____ County,

State of _____

Iranian Affadavit

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

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

2. The company named herein that employs the undersigned:
   - Has contracted with or is seeking to contract with the Bloomington Public Transportation Corporation (BPTC) to provide services: OR
   - Is a subcontractor on a contract to provide services to the BPTC.

3. As required by Indiana Code 5-22-16.5-13, the undersigned hereby certifies under penalties of perjury that the company named herein is not engaged in investment activities in Iran.

_____
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 _____, 2012.

_____
Notary Public

_____
Printed name

My Commission Expires: _____
County of Residence: _____