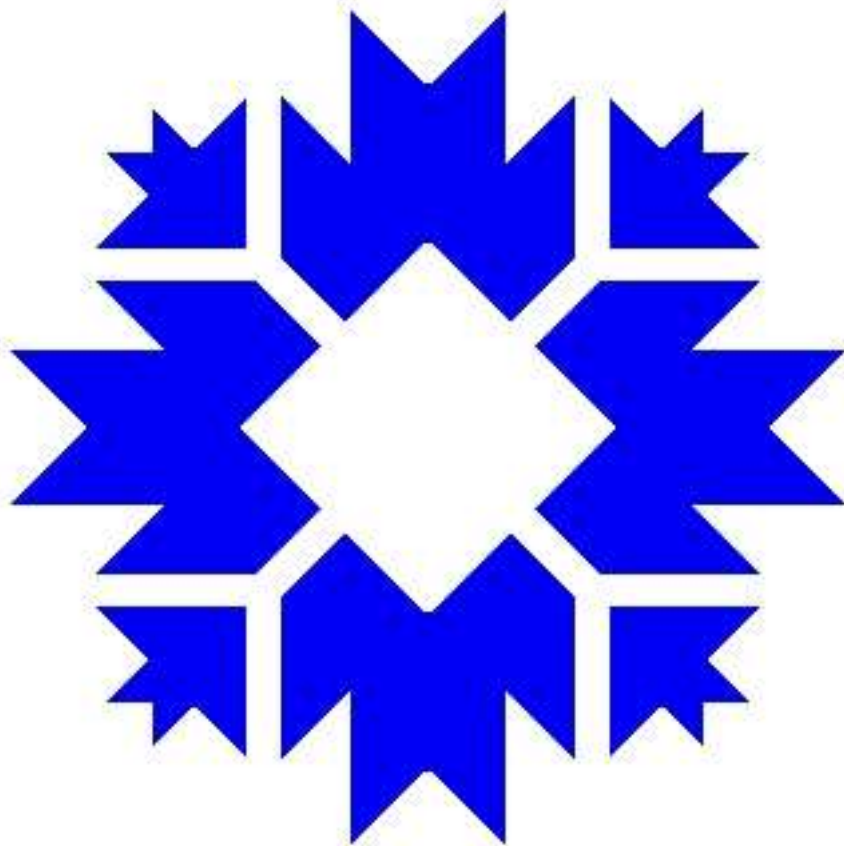


Board of Public Works
Meeting January 8, 2019



**AGENDA
BOARD OF PUBLIC WORKS
January 8, 2019**

A Regular Meeting of the Board of Public Work to be held Tuesday, January 8, 2019 at 5:30 p.m., in the Council Chambers of City Hall at the Showers Building, 401 N. Morton Street, Bloomington, Indiana.

- I. MESSAGES FROM BOARD MEMBERS**
- II. PETITIONS & REMONSTRANCES**
- III. CONSENT AGENDA**
 - 1. Approval of Minutes – December 11, 2018
 - 2. Approve Outdoor Lighting Agreement with Duke Energy at 2200 W. Tapp Rd.
 - 3. Approve Agreement with Parks & Recreation Department for Use of Public Facilities and Space for 2019 Farmers and Tuesday Market (April – November)
 - 4. Resolution 2019- 03: Approve Request from Hartzell’s Ice Cream for Right of Way Encroachment at 111 N. Dunn Street
 - 5. Resolution 2019- 04: Approve Request from Omega Properties for Right of Way Encroachment at 252 N Walnut St for Arepas Restaurant
 - 6. Approve Agreement for Installation and Maintenance of Unlighted Neighborhood Signage in the Public Right of Way for the Blue Ridge Neighborhood HOA
 - 7. Approve Disposal of Surplus Equipment from City of Bloomington Information Technology Services Department
 - 8. Approval of Warranty Deed Conveying Public Right of Way to the City of Bloomington by Regency Fountain Park LLC
 - 9. Approval of Payroll
- IV. NEW BUSINESS**
 - 1. Approve Contract for Consulting Services with Strand Associates, Inc. for the City-Wide Guardrail Assessment Project
 - 2. Approve Request from Weddle Brothers Construction Group LLC for Extension of Street Closure on E. 13th Street for the IU Fine Arts Project (Wednesday 1/9/19 – Thursday 1/31/19)
 - 3. Resolution 2019 – 02: Approve Request from Bynum Fanyo LLC for Right of Way Encroachment on Short Street for the B-Town Co-Housing PUD project
 - 4. Approve Contract with HFI for Replacement of Heat Pumps at City Hall
 - 5. Approve CE Solutions Structural Engineering Contract for 4th Street Parking Garage Repairs
 - 6. Approve Amendment #1 & Restatement of Memorandum of Agreement Between INDOT and the City Concerning the Transfer of Certain Roads Near and Along New Interstate 69 and State Road 37 in Monroe County
- 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 11, 2018, at 5:30 pm in the Council Chambers of City Hall at Showers, 401 N. Morton Street, Bloomington, Indiana, with Kyla Cox Deckard presiding.

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

Present: Kyla Cox Deckard
Beth H. Hollingsworth
Dana Palazzo

City Staff: Norm Moiser – Housing & Neighborhood Development
Mike Arnold – Housing & Neighborhood Development
Neil Kopper – Planning & Transportation
Roy Aten – Planning & Transportation
Dan Backler – Planning & Transportation
Sara Gomez – Planning & Transportation
Russel White – Planning & Transportation
Paula McDevitt – Parks & Recreation Department
Christina Smith – Public Works
J.D. Boruff – Public Works
Ryan Daily – Public Works
Michael Large – Public Works
Jackie Moore – City Legal
Chris Wheeler – City Legal
Nathan Abbott – Police Department

Beth H. Hollingsworth thanked all of the employees of the City’s Public Works Department for their dedication and hard work throughout the year. Hollingsworth wished everyone and their families a happy holidays.

**MESSAGES FROM
BOARD MEMBERS**

None

**PETITIONS &
REMONSTRANCES**

Chris Wheeler, City Legal, presented appeal of noise citation #41676. Wheeler asked that the appellant make his statement regarding the citation first. Sean Arthur addressed the Board and claimed that he felt the ticket was unfair due to the fact that it was a Friday evening around 6pm. Arthur claims that he does have one ten inch sub-woofer and doesn’t believe it was a nuisance because he was in an enclosed area and on the move as to not disturb a specific area. For these reasons Arthur does not believe that the noise citation was warranted.

**HEARING ON NOISE
APPEAL**
**Appeal of Noise Citation
#41676**

Wheeler addressed the Board stating this is a violation of Bloomington Municipal Code 14.09.030 subsection C3. This violation occurs when any audible noise can be heard at a distance of thirty feet.

Officer Abbott is present to offer evidence that he was able to hear from his vehicle with the windows up the noise coming from Mr. Arthur's vehicle which led to the noise citation. Wheeler asked Officer Abbott to come forward to give testimony and answer any questions that the Board may have.

Officer Abbott, Bloomington Police Department, addressed the Board regarding the incident. Abbott stated that on that day he was stopped at the corner of 3rd and Washington streets. The vehicle driven by Mr. Arthur approached from behind and Officer Abbott could hear the noise in his vehicle with the windows up. In addition he felt vibrations in his vehicle from the sub in Mr. Arthur's vehicle, which was stopped behind his squad car. When the light turned green he accelerated at which point he was more than thirty feet away and could still hear the noise from the suspect vehicle. He pulled to the right lane allowing Mr. Arthur to pass, at which time Officer Abbott initiated the traffic stop.

Arthur responded to Officer Abbott's statement. Arthur claims that he was not more than thirty feet away and that his speakers only "push" 500 watts of power. Mr. Arthur claims that this is low voltage and does not have enough power to create noise outside of the vehicle. Arthur stated that he had the audio system professionally installed and was set to the requirements allowable by law. Arthur reiterated that he did not feel that his music warranted a citation.

Wheeler stated that even if the Board did not want to accept that the officer was thirty feet away, the fact that Officer Abbott could feel Mr. Arthur's music is evidence enough that the music was too loud for even Mr. Arthur to enjoy. Wheeler stated that the Board must determine if the appellant can be held responsible for this violation. Under Bloomington Municipal Code 14.09.030 subsection B, any person who causes an unreasonable noise is in violation. Mr. Arthur acknowledges that he was in control of his personal vehicle and responsible for control of the music that led to the violation. For this reason Wheeler asks the Board to deny the appeal of noise citation #41676.

Hollingsworth made a motion to deny the appeal and uphold the ordinance violation for citation #41676. Palazzo seconded the motion. Motion is passed. Appeal is denied

Chris Wheeler, City Legal, presented appeal of sanitation citation #41958 at 3508 E. Park Ln. See meeting packet for details.

Board Comments:

Cox Deckard asked Mosier how the City became aware of the situation that led to the violation.

Norm Moiser, Housing & Neighborhood Development, addressed the Board regarding citation #41958. Mosier explained that inspectors spend four hour blocks, referred to as neighborhood time, roving the city looking

TITLE 6 VIOLATIONS
Appeal of Sanitation
Citation #41958 at 3508 E.
Park Ln.

for violations such as trash or weeds. Upon driving by this property a brush pile was observed. Mosier made contact with the resident and asked him to remove the brush pile, which was the verbal warning. Mosier returned two days later to find that the brush pile had not be removed and issued citation #41958 at that time.

Wheeler asked that the appeal be denied and the Notice of Violation be upheld.

Palazzo made a motion to deny the appeal for citation #41958 at 3508 E. Park Ln. Hollingsworth seconded the motion. Motion is passed. Appeal is denied.

Chris Wheeler, City Legal, presented appeal of sanitation citation #41959 at 1323 N. Washington St. See meeting packet for details. Wheeler stated that this citation was a violation of Bloomington Municipal Code 6.06.20. Mike Arnold, Housing & Neighborhood Development, inspected the property and wrote the violation. Arnold asked the Board if they had any questions.

Board Comments:

Hollingsworth asked if this was the first violation at this property. Arnold stated that this was the second violation at this property since August 1st. Wheeler asked that the appeal be denied and the Notice of Violation be upheld.

Hollingsworth made a motion to deny the appeal for citation #41959 and uphold the ordinance violation. Palazzo seconded the motion. Motion is passed. Appeal is denied.

**Appeal of Sanitation
Citation #41959 at 1323 N.
Washington St.**

CONSENT AGENDA

1. Approval of Minutes – November 27, 2018
2. Approve Addendum #2 to Original Agreement with Green Dragon Lawn Care, Inc. for Snow Removal and De – Icing at and on Public Works Properties
3. Approve License Agreement with Crane Partners LLC for Traffic Signal Control Cabinet at 275 E. Winslow Road
4. Approve Outdoor Lighting Agreements with Duke Energy at the Following Locations: 338 S. Washington Street, 307 S. Davisson Street, and 2580 S. Sunflower Drive
5. Approval of Noise Permit for Rally for Life (Sunday, 1/20)
6. Approval of Payroll

Hollingsworth made a motion to approve the consent agenda. Palazzo seconded the motion. Motion is passed. Consent agenda is approved.

NEW BUSINESS

Paula McDevitt, Parks & Recreation Department, presented 2019 Management Partnership Agreement between the City, Board of Park Commissioners, Redevelopment Commission and BCT Management Inc. See meeting packet for details.

Approve 2019 Management Partnership Agreement between the City, Board of Park Commissioners, Redevelopment Commission and BCT Management Inc.

Danielle McClelland, Executive Director of the Buskirk Chumley Theater(BCT), thanked the Board for their continued support of the BCT. McClelland stated that they had 244 days of use at the theater. The funds are used to subsidize the events that take place in the theater.

Board Comments:

Hollingsworth commended McClelland for the marvelous job the staff at the theater does. Cox Deckard asked if the installation of the carpet would take place during down time or if the community would be unable to access the theater during the replacement.

McClelland stated that the first few weeks of the January are dark in order to allow for a number of repairs that will occur simultaneously. Staff will be repainting the entrance to the auditorium and the carpet will be replaced once that is completed.

Palazzo asked about the \$74,000 referred to as TIF funds. Palazzo asked if these funds had been earmarked for a certain project. McDevitt stated that the laws changed a couple of years ago. The funds have been marked and new laws require the money to be spent in the improvement of the facility. McDevitt stated that in the past projects were not as scrutinized as they are today. McDevitt stated that the process involves making a list of desired repairs and presenting those to City Legal to ensure that the funds from TIF will be applicable.

Palazzo made a motion to approve 2019 management partnership agreement between the City of Bloomington and BCT Management Inc. Hollingsworth seconded the motion. Motion is passed. Agreement is approved.

Sara Gomez, Planning & Transportation, presented request from Gilliatte LLC for Sidewalk Closure at 427 E. Kirkwood Avenue, between Grant St. and Dunn St. See meeting packet for details.

Approve Request from Gilliatte LLC for Sidewalk Closure at 427 E. Kirkwood Ave. between Grant St. and Dunn St. (Tuesday 1/2 – Monday 1/14)

Board Comments:

Hollingsworth stated that the Board is satisfied that with the construction plan, which will allow access to surrounding businesses.

Hollingsworth made a motion to approve the request from Gilliatte LLC for Sidewalk Closure at 427 E. Kirkwood Ave. between Grant St. and Dunn St. (Tuesday, January 2nd through Monday, January 14th, 2019). Palazzo seconded the motion. Motion is passed. Request is approved.

Dan Backler, Planning & Transportation, presented request to amend the original MOU to extend the use of right – of – way with Onyx + East LLC. See meeting packet for details.

Approve Request to Amend the Original MOU to Extend the use of ROW with Onyx + East LLC (The Foundry)

Board Comments:

Hollingsworth asked about the fines associated with the parking meters. She asked when they will be paid and why they have not been paid. Backler asked the representatives of Onyx + East LLC to address the Board. Ryan Cates, Onyx + East LLC, stated that the parking fees associated with the original MOU have been paid in full. Cates stated that as soon as an amount owed is determined he can have a check cut to pay the outstanding balance in full.

Palazzo made a motion to approve the request to amend the original MOU and extend the use of right – of – way with Onyx + East LLC. Hollingsworth seconded the motion. Motion is passed. Request is approved.

Dan Backler, Planning & Transportation, presented dedication of right – of – way at 1924 E. 2nd Street. See meeting packet for details.

Approve Dedication of ROW at 1924 E. 2nd Street

Board Comments:

Hollingsworth asked if the property has already been dedicated. Backler stated that it will be dedicated pending the Board’s approval. Cox Deckard inquired about the actual right – of – way space to be dedicated. Backler stated that the dedication is to bring the sections of right- of- way into compliance with the thoroughfare plan. Backler confirmed that it was a five foot section of Anita Street in addition to a section along 2nd Street that are included in the thoroughfare plan.

Hollingsworth made a motion to approve the dedication of right – of – way at 1924 E. 2nd Street. Palazzo seconded the motion. Motion is passed. Dedication is approved.

Dan Backler, Planning & Transportation, presented MOU with Gilliatte General Contractors for CitySide II at 215 S. Walnut Street. See meeting packet for details.

Approve MOU with Gilliatte General Contractors for CitySide II at 215 S. Walnut St.

Board Comments:

Hollingsworth asked for confirmation that the Board is approving closure of the alley for eventual installation of stormwater and sanitary lines. Backler stated that it is being closed to establish the construction footprint. Cox Deckard asked if construction in this location was planned. Backler confirmed that a new building was planned for that site. Palazzo confirmed that the alley was to remain closed until July 31, 2019. Backler confirmed that date is correct. Cox Deckard established with Backler that any issues in regard to lane closure would be brought to the Board at that

time. Backler stated that due to the unknown details of the project, at this time, staff didn't feel it were appropriate to make such a request. If and when those closures are needed the Contractor will return to the Board with those requests.

Hollingsworth made a motion to approve the MOU with Gilliatte General Contractors for CitySide II at 215 S. Walnut St. Palazzo seconded the motion. Motion is passed. MOU is approved.

Russell White, Planning & Transportation, presented awarding of construction contract with Monroe LLC for the south Mitchell Street sidewalk project.

Award Construction Contract to Monroe LLC for the South Mitchell Street Sidewalk Project

Palazzo made a motion to award construction contract to Monroe LLC for the south Mitchell Street sidewalk project. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

Roy Aten, Planning & Transportation, presented contract addendum number one for preliminary engineering services for the B – Line trail connection project. See meeting packet for details.

Approve Contract Addendum #1 for Preliminary Engineering Services for the B – Line Trail Connection Project

Board Comments:

Hollingsworth asked that Aten keep the Board informed of any updates regarding the karst in this area as the project progresses. Aten stated that Adrian Reid, Aztec Engineering Group, Inc., was available to answer questions regarding the karsts. Reid stated that his group had subcontracted Hydrogeology, a company from Bloomington, to assist with mapping known karst in the project area.

Hollingsworth made a motion to approve contract addendum #1 for preliminary engineering services for the B – Line Trail connection project. Palazzo seconded the motion. Motion is passed. Addendum #1 is approved.

Neil Kopper, Planning & Transportation, presented preliminary engineering contract with American Structurepoint for the 7th Street protected bike lane project. See meeting packet for details.

Approve Preliminary Engineering Contract with American Structurepoint for the 7th Street Protected Bike Lane Project

Board Comments:

Hollingsworth asked if there are any other protected bike lanes in the city. Kopper confirmed that there are currently no protected lanes. Kopper stated that the transportation plan, which is currently in draft form, recommends these types of structures.

Palazzo made a motion to approve the preliminary engineering contract with American Structurepoint for the 7th Street protected bike lane project. Hollingsworth seconded the motion. Motion is passed. Contract is approved

Neil Kopper, Planning & Transportation, presented contract amendment #1 for preliminary engineering services for the E. Rogers Rd. multiuse path project. See meeting packet for details.

Approve Contract Amendment #1 for Preliminary Engineering Services for the E Rogers Multiuse Path Project

Hollingsworth made a motion to approve contact amendment #1 for preliminary engineering service for the E. Rogers Road multiuse path project. Palazzo seconded the motion. Motion is passed. Contract amendment #1 is approved.

Neil Kopper, Planning & Transportation, presented contract amendment #1 for preliminary engineering services for the E. Winslow Rd. multiuse path project. See meeting packet for details.

Approve Contract Amendment #1 for Preliminary Engineering Services for the E. Winslow Rd. Multiuse Path Project

Board Comments:

Hollingsworth asked what the length of the path being installed would be. Kopper stated he did not know footage but the path would be installed on Winslow Road from Henderson to Highland.

Palazzo made a motion to approve contact amendment #1 for preliminary engineering service for the E. Winslow Road multiuse path project. Hollingsworth seconded the motion. Motion is passed. Contract amendment #1 is approved.

Neil Kopper, Planning & Transportation, presented contract amendment #1 for preliminary engineering services for the S. Henderson Street multiuse path project. See meeting packet for details.

Approve Contract Amendment #1 for Preliminary Engineering Services for the S. Henderson Street Multiuse Path Project

Hollingsworth made a motion to approve contact amendment #1 for preliminary engineering service for the S. Henderson Street multiuse path project. Palazzo seconded the motion. Motion is passed. Contract amendment #1 is approved.

Neil Kopper, Planning & Transportation, presented the contract with VS Engineering for temporary engineering staff services. See meeting packet for details.

Approve Contract with VS Engineering for Temporary Engineering Staff Services

Board Comments:

Hollingsworth confirmed that the search to permanently fill open positions is currently on going. Kopper confirmed that the search is currently taking place and will continue with the creation of the project engineer position in 2019. Cox Deckard spoke about conversations regarding the scope of work these contracted employees would complete. Contracted employees will not be making decisions on the use of contractors. They will strictly be used on an as needed basis regarding professional engineering services.

Hollingsworth made a motion to approve the contract with VS Engineering for temporary engineering staff services not to exceed \$65,000 dollars. Palazzo seconded the motion. Motion is passed. Contract is approved.

Ryan Daily, Public Works, presented the contract with Ann- Kriss LLC for emergency repairs at the Walnut Street parking garage. See meeting packet for details.

Approve Contract with Ann – Kriss LLC for Emergency Repairs at the Walnut Street Parking Garage

Board Comments:

Hollingsworth asked if the repairs have been made, to which Daily confirmed the repair has been completed.

Palazzo made a motion to approve the contract with Ann – Kriss LLC for emergency repairs at the Walnut Street parking garage. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

Ryan Daily, Public Works, presented the contract with Fast Signs for new signage at the Morton Street parking garage. See meeting packet for details.

Approve Contract with Fast Signs for New Signage at the Morton Street Parking Garage

Board Comments:

Hollingsworth asked what material the new signs would be made of. Daily responded that the new signs are all aluminum. Cox Deckard asked if this new signage would be implemented in all of the other parking garage facilities. Daily confirmed that this signage would eventually be placed in all parking garages to create autonomy.

Hollingsworth made a motion to approve contract with Fast Signs. Palazzo seconded the motion. Motion is passed. Contract is approved.

Ryan Daily, Public Works, presented the contract addendum #3 with CE Solutions Consulting Services for the 4th Street garage repairs. See meeting packet for details.

Approve Contract Addendum #3 with CE Solutions Consulting Services for 4th Street Garage Repairs

Board Comments:

Cox Deckard asked if this was work to be completed or has the work already been repaired. Daily confirmed the work as already been completed. Daily went on to explain that CE Solutions has been available to provide professional technical explanations to the RDC and Common Council regarding repairs at the 4th Street garage. Hollingsworth asked if these repairs have made the garage safe or if it was still scheduled to close the first of the year. Daily confirmed that the garage will be closing January 1st. Final decision of the garage is still pending with the Common Council.

Hollingsworth made a motion to approve the contract addendum #3 with CE Solutions consulting services for 4th street garage repairs that have already been completed. Palazzo seconded the motion. Motion is passed. Contract is approved.

J.D. Boruff, Public Works, presented the contract with Ann – Kriss LLC for painting of City Hall windows and repair of the generator enclosure. See meeting packet for details.

Approve Contract with Ann – Kriss LLC for Painting of City Hall Windows and Repair of Generator Enclosure

Board Comments:

Cox Deckard confirmed the total amount is \$14,360.40. Boruff confirmed that total is the two project bids combined. Hollingsworth confirmed that the work was scheduled to be completed in the Spring. Boruff stated that the work would be completed once the temperature is above forty degrees. Hollingsworth asked if the City would be providing the paint. Boruff stated that the City would be providing the paint and the primer for the project. Boruff said all other materials would be provided by the contractor.

Hollingsworth made a motion to approve contract with Ann – Kriss LLC for painting of City Hall windows and repair of the generator enclosure. Palazzo seconded the motion. Motion is passed. Contract is approved.

J.D. Boruff, Public Works, presented the contract with Ann – Kriss LLC for installation of access ramp, railing, and bollards at the Sanitation Garage. See meeting packet for details.

Approve Contract with Ann – Kriss LLC for Installation of Access Ramp, Railing, and Bollards at Sanitation Garage

Palazzo made a motion to approve contract with Ann – Kriss LLC for installation of access ramp, railing, and bollards at the Sanitation garage. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

J.D. Boruff, Public Works, presented the contract with Owen Valley Flooring for stair tread replacement at Fire Station #2. See meeting packet for details.

Approve Contract with Owen Valley Flooring for Stair Tread Replacement at Fire Station #2

Board Comments:

Hollingsworth asked when the work would be done. Boruff stated work would be completed as soon as materials could be ordered.

Hollingsworth made a motion to approve the contract with Owen Valley Flooring for the stair tread replacement at Fire Station #2. Palazzo seconded the motion. Motion is passed. Contract is approved.

Christina Smith, Public Works, presented the contract with ERS OCI Wireless for two – way radio communication service for Public Works Street and Sanitation Divisions.

Approve Contracts with ERS OCI Wireless for Two-Way Radio Communication Service for Public Works Street and Sanitation Divisions

Board Comments:

Hollingsworth commented on the importance of this service during the winter months. Palazzo confirmed that the ongoing services would not require additional payment. Smith confirmed that the five year agreement

is all inclusive and will not require added cost for services regarding the system maintenance.

Palazzo made a motion to approve the contract with ERS OCI wireless for two – way radio communication services. Hollingsworth seconded the motion. Motion is passed. Contract is approved.

**STAFF REPORTS &
OTHER BUSINESS**

Christina Smith, Public Works, presented an outdoor seating encroachment at 254 N. Walnut Street, Arepas Gastropub, permit # 1803 to be entered into the public minutes.

Cox Deckard stated that the meeting scheduled for December 24th will be canceled pending a motion. Palazzo made a motion. Hollingsworth seconded the motion. Motion is passed. Final BPW meeting of the year scheduled for December 24th has been cancelled.

Hollingsworth made a motion to approve claims in the amount of \$1,300,669.69. Palazzo seconded the motion. Motion is passed. Claims are approved.

**APPROVAL OF
CLAIMS**

Cox Deckard called for adjournment of the final Board of Public Works meeting for the calendar year 2018 at 6:32pm.

ADJOURNMENT

Accepted by:

Kyla Cox Deckard, President

Beth H. Hollingsworth, Vice-president

Dana Palazzo, Secretary

Date:

Attest to:

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.



Board of Public Works Staff Report

Project/Event: Outdoor Lighting Service Agreement with Duke Energy

Petitioner/Representative: DPW & Planning and Transportation Department

Staff Representative: Christina Smith

Meeting Date: January 8, 2019

A new pedestrian crossing along the 2200 block of West Tapp Road has been installed and staff has determined that an additional street light is warranted to effectively illuminate the crossing as well as the public right of way.

This light will be leased through Duke Energy with the City paying for the equipment, ongoing monthly energy usage and maintenance costs with Duke providing the maintenance services. As a standard practice, the City elects lease Option A on all of the outdoor lighting service agreements for the up front equipment costs. All of the costs associated with leased street lights are paid out of the Local Road & Street Fund with the Street Operations Division's budget.

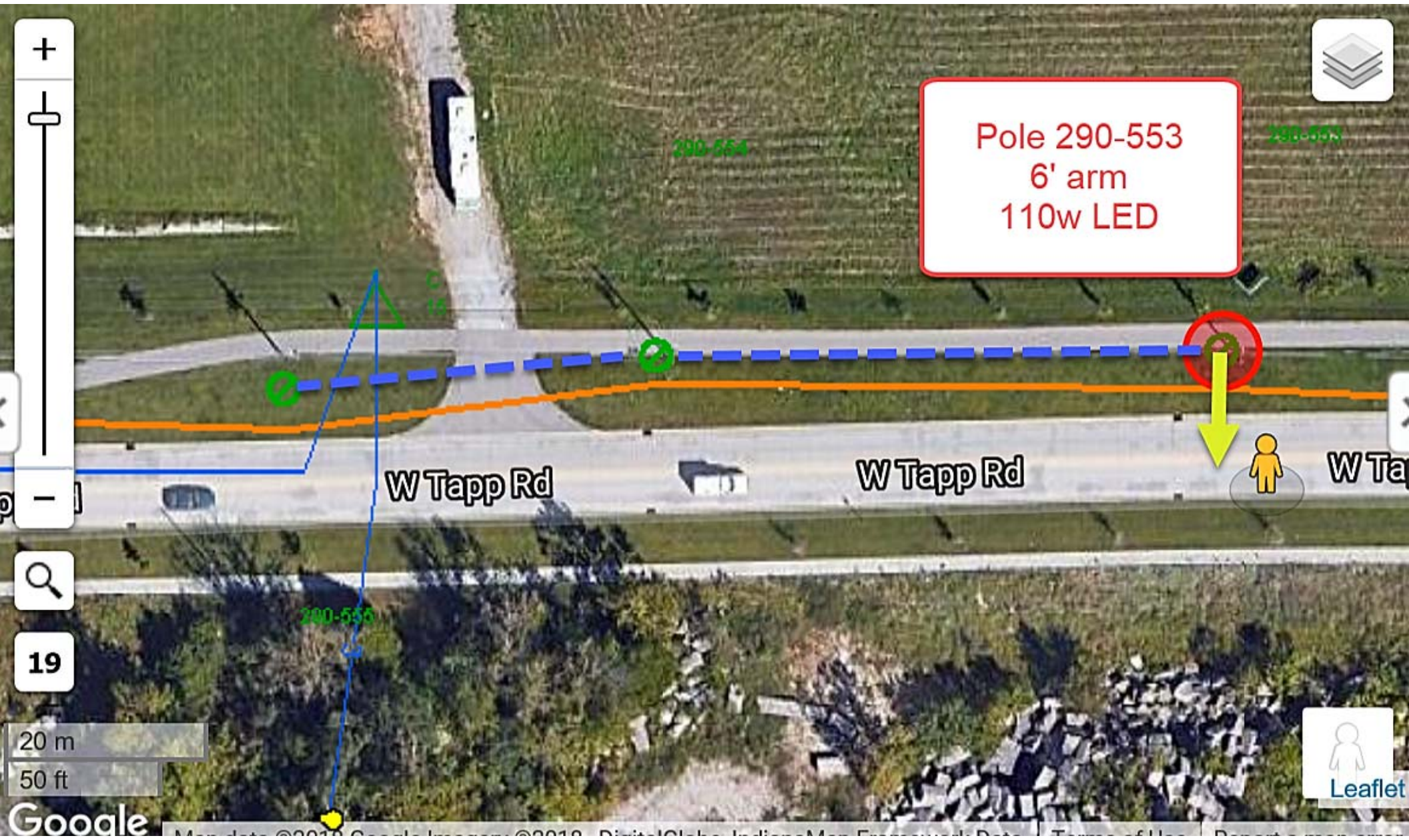
Location: 2200 block of West Tapp Road near the new pedestrian crossing

Fixture: One (1) 110W LED Grey roadway fixture mounted on an existing wooden pole

Option A: \$1,430.80

Estimated Monthly Charge: \$3.63

Recommendation: Approve Outdoor Lighting Service Agreement by *Christina Smith*



Pole 290-553
6' arm
110w LED

W Tapp Rd

W Tapp Rd

W Ta

290-555

290-554

290-553

+

-

🔍

19

20 m

50 ft

Google



Leaflet

Roadway LED 110 Watt Fixture Mounted on Existing Wooden Pole to Illuminate Pedestrian Crossing Along W. Tapp Road





12/21/2018

CITY OF BLOOMINGTON

Subject:

2200 TAPP RD W
BLOOMINGTON, IN

Dear Valued Customer:

Thank you for the opportunity to provide you with new outdoor lighting. Enclosed are two copies of the Outdoor Lighting Service Agreement, (the "Agreement"), along with a site drawing showing the light pole locations for your review and approval. A detailed description of the lighting equipment is shown on page 2 of the Agreement.

This Agreement also indicates the different estimated monthly payment choices available for the lighting system. These monthly costs are divided into three components (Equipment, Maintenance and Energy Usage), and are based on the estimated work order costs of the Equipment described in the Agreement, which are unique to this installation. The equipment charges will no longer be reflected on your monthly bill at the end of Initial term you choose. This will be a one-third to one-half ($1/3 - 1/2$) decrease of the total bill, depending on the type of Equipment and the wattage of the lights. The estimated Energy and the Maintenance charges will continue for as long as the Equipment is in service. Please review pages 3 & 4 of the Agreement for more detailed information regarding terms.

Options A through F represent your choices for the monthly lighting system payment amount. You may choose to pay the total lump sum amount, upfront, or spread this cost over 1, 3, 5, 7, or 10 years. The Energy and Maintenance charges will remain the same no matter which Option is chosen. Please choose the Option you prefer and write the corresponding letter in the box near the bottom of page 1 of the Agreement.

At the bottom of page 2 is a disclaimer with regard to the amount of light output. This indicates that the lights to be installed are pursuant to your request and may or may not meet minimum Illuminating Engineering Society (IES) standards.

Please sign both copies of the document, return one copy to my attention at the address noted below and retain one for your records. Please note that this proposed Agreement and the dollar amounts quoted will expire ninety (90) days from the date of this letter. If we do not receive your signed Agreement within that time period, a new agreement and proposal will be issued only at your request.

If you require revisions, or there arise unforeseen circumstances which change the original estimated cost of this installation, we will review the situation with you and, if necessary, send you a new proposal. Your signature on this Agreement is your approval for us to order the materials, process the work order and proceed with the installation.

Sincerely,

Craig Barker

Craig Barker
craig.barker@duke-energy.com

OUTDOOR LIGHTING SERVICE AGREEMENT

Agreement Information	Equipment, Energy and Maintenance			BLTILCLM0000012691		12/21/2018
	Agreement Coverage			Agreement Number		Current Date
38103924	30967909	75110	S450	V742	BLTIL	UDES
Customer Account Number	Request Number	Corp.	CP Center	LOC	Work Code	Rate Code

OUTDOOR LIGHTING SERVICE AGREEMENT



Duke Energy Indiana , 1000 East Main Street , Plainfield , IN 46168

Business Name		This Agreement has an Initial Term selected by Customer.
Customer Name	CITY OF BLOOMINGTON	
Service Location or Subdivision		The Initial Term begins when Service is in operation; after expiration thereof, Service continues with annual renewals, until either party terminates with written notice to the other party.
Service Address	2200 TAPP RD W	
Service Address	MISC: LIGHTING	
Service City, State, Zip code	BLOOMINGTON IN	
Mailing Name	CITY OF BLOOMINGTON	Notes:
Mailing Business Name		
Mailing Address		
Mailing Address		
Mailing City, State, Zip code		

PROPOSALS BELOW ARE VALID FOR 90 DAYS FROM THE CURRENT DATE. PROPOSAL EXPIRATION IS 3/21/2019 AGREEMENT MUST BE SIGNED AND RETURNED BEFORE THE EXPIRATION DATE.

After the Initial Term expires, the monthly equipment charges will no longer be reflected on the monthly bill, though and energy and maintenance charges continue for the life of the lighting system covered by this agreement.

CHOOSE THE EQUIPMENT PAYMENT AMOUNT AND ASSOCIATED INITIAL TERM	EQUIPMENT Monthly Amount for System Per Option	MAINT. & Operating System Amount Per Month	ENERGY USE *Estimated Monthly Total	TOTAL NUMBER OF LIGHTS in Project	*ESTIMATED system charge total during initial term	**AVERAGED Estimated Monthly Charge PER LIGHT	
						DURING Initial Term	AFTER Initial Term
Option A - Onetime Lump Sum for Equipment	\$1,430.80	\$1.97	\$1.66	1	\$3.63	\$3.63	\$3.63
Option B - 1 Year Agreement Initial Term	\$124.69	\$1.97	\$1.66	1	\$128.32	\$128.32	\$3.63
Option C - 3 Year Agreement Initial Term	\$42.72	\$1.97	\$1.66	1	\$46.35	\$46.35	\$3.63
Option D - 5 Year Agreement Initial Term	\$28.99	\$1.97	\$1.66	1	\$32.62	\$32.62	\$3.63
Option E - 7 Year Agreement Initial Term	\$23.25	\$1.97	\$1.66	1	\$26.88	\$26.88	\$3.63
Option F - 10 Year Agreement Initial Term	\$19.09	\$1.97	\$1.66	1	\$22.73	\$22.73	\$3.63

* Estimated Energy is based on current charge per kWh and does not include taxes and energy rate tariff riders which will cause slight fluctuation in monthly costs.
 ** The ENERGY portion may cover more than one luminaire wattage size which results in estimated Averaged Monthly costs shown above. The ENERGY may also be METERED. If this option is chosen the Energy usage information above is superseded by the METERED usage and charges.

See Section I, page 2 for further lighting equipment and cost detail. Requests for changes in number of lights and poles, pole locations, equipment or other requests will result in a recalculation of the amounts above. Please see attached drawing or Exhibit 'A' for the proposed placement of lighting equipment.

PLEASE INDICATE INITIAL AGREEMENT TERM CHOICE FROM OPTIONS ABOVE (A,B,C,D,E,F) **DECLINE**

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by a duly authorized representative(s), effective the Current Date first written above. This Lighting Service Agreement ("Agreement") is made and entered into by the subsidiary of Duke Energy Corporation, a Delaware corporation, named above (hereafter, "Company"). Neither Duke Energy Corp. nor any of its other affiliated companies are parties to this Agreement.

	Duke Energy Representative	AND	Customer / Representative
Signature	<u><i>Craig Barker</i></u>		Signature _____
Printed Name	<u>Craig Barker</u>		Printed Name _____
Date	<u>12/21/2018</u>		Date _____

If more space is required for additional Customer signatures, please attach a dated letter with signatures on it and reference this Agreement

OUTDOOR LIGHTING SERVICE AGREEMENT

WITNESSETH:

WHEREAS, Customer desires to have: a Company-owned outdoor lighting system ("System"), on designated property; and

WHEREAS, Company has the ability to own, install, operate and maintain an outdoor lighting system.

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

SECTION I. – EQUIPMENT AND INSTALLATION

1.1 In accordance with conditions set forth herein, Company agrees to install for Customer all necessary equipment to provide, operate and maintain an outdoor lighting system. The cost of any additional electrical distribution facilities required to provide energy to the System may or may not be included in the monthly terms of this Agreement according to Company discretion.

1.2 A detail of the locations of the equipment constituting said System is set forth in a drawing or print marked "EXHIBIT A", which is attached hereto, made a part hereof and incorporated herein by reference.

1.3 The System consists of the following:

A. LUMINAIRE DETAIL INFORMATION

	LUMINAIRE STYLE DESCRIPTION LED = Light Emitting Diode, HPS = High Pressure Sodium, MH = Metal Halide Lamp Source	INITIAL LUMENS	LAMP WATTS	IMPACT WATTS	EST ANNUAL KWH EA	MAINT/ OPERATION CHG EACH	*EST. ENERGY CHG	NUMBER OF LIGHTS	*ESTIMATED LINE TOTAL
1	Roadway LED 110W Gray (RAL7038) Type III	9,336	110	0.1100	440	\$1.97	\$1.66	1	\$3.63
SECTION I - A - TOTALS							*ESTIMATED MONTHLY TOTAL COST	3.63	

*Tariff riders and sales tax are not included therefore the total billing amount will be different than listed above.

B. ENERGY USAGE – BASED ON UTILITY REGULATORY COMMISSION APPROVED RATES

Current Rate per kWh 0.045387 Rate Effective Date 1/1/2016 Estimated Annual Burn Hours 4,000

**CALCULATION FOR ESTIMATING UNMETERED ENERGY USAGE			
Impact Watts = the energy used by the lamp watts plus ballast watts.			
a.	Impact watts times estimated Annual Burn Hours as shown in lines above equal annual watt hours.	c.	Annual kWh divided by twelve (12) months equals monthly kWh.
b.	Annual watt hours divided by 1000 hours equals annual kilowatt hours (kWh).	d.	Monthly kWh times current rate per Kwh equals the monthly dollar amount for each item.

C. POLE TYPE AND QUANTITY UTILIZED IN THIS PROJECT* (existing and new pole installation information)

ITEM #	POLE DESCRIPTION	POLE QUANTITY
1	Existing Pole	1

* Existing poles have no pole installation charges; new pole charges are included in Luminaire details.

1.4 LIGHTING LAYOUT DESIGN DISCLAIMER (CUSTOMER TO SIGN WHEN APPLICABLE)

Company has installed the System in accordance with Customer's specifications concerning the design and layout (including pole locations, number and types of lights). Company has not designed the System. Customer is responsible for all aspects of the design and layout of the System. Customer understands that its design and layout of the System may not be in accordance with minimum footcandle and lighting uniformity standards. Therefore, Customer agrees to release, indemnify, hold harmless, and defend Company from and against any and all claims, demands, causes of action, liabilities, losses, damages, and/or expenses resulting from (or alleged to result from) the design and/or layout of the System, including damage to or destruction of personal property, personal injuries including death, and reasonable attorneys' fees.

Customer's Signature _____ Date _____

OUTDOOR LIGHTING SERVICE AGREEMENT

SECTION II – CUSTOMER OPTIONS FOR SYSTEM OPERATING HOURS

ALL HOURS OF OPERATION FOR ANY OPTION MUST BE BETWEEN THE HOURS OF DUSK-TO-DAWN (ONE HALF HOUR AFTER SUNSET TO ONE HALF HOUR BEFORE SUNRISE) TO QUALIFY FOR THIS ENERGY USAGE RATE

- 2.1 Option A is the typical dusk-to-dawn photoelectric cell automatically operated System. Lights turn on approximately 1/2 hour after sunset and shut-off 1/2 hour before sunrise. This may be a monthly estimated energy usage based on luminaire impact wattage and lamp source equally over twelve months (See Section I - B, above) or metered using actual energy usage plus a monthly meter charge.
- 2.2 Option B - AVAILABLE FOR ONLY MUNICIPAL OPERATED AREAS AND WITH COMPANY APPROVAL. This option is exclusively for seasonal lighted ornaments operated from 120 volt outlets which are mounted near the top of Company poles. Company reserves the right to approve the ornament weight, size, wattage and attachment arrangements before installation. The ornament weight limit is 25 pounds. Initial costs of wiring, outlets and other associated costs will be borne by the Customer on a time and material basis before being energized. Seasonal ornamental lighting will operate dusk to dawn during the months of November 15th through the following January 15th. The total days of operation are approximately 61.
 - 2.2.1 After the initial permanent installation of outlets on the poles, the ornaments must be installed and removed seasonally on Company-owned poles between the hours of 8:00 a.m. and 5:00 p.m. by a qualified electrician. Once an outlet is installed any additional outlet maintenance will result in a Customer charge on a time and equipment use basis and billed on a separate invoice for each occasion.
 - 2.2.2 Seasonal Ornamental Lighting estimated wattage for each ornament is limited to 350 watts. The estimated Annual usage is 320-333 Kwh for each outlet.

SECTION III – ENERGY USAGE COST CALCULATION - See Page 1

- 3.1 Except as otherwise provided in this Agreement, Customer shall pay Company the monthly energy charges. Monthly charges are based on estimated unmetered charges using the calculation methods shown on Page 1 of this Agreement and adding any energy tariff riders and applicable sales tax. Both unmetered and metered outdoor lighting energy usage charges are based on the per kilowatt hour amount approved by the appropriate State Utility Commission.
- 3.2 The "Schedule of Rates, Classifications, Rules and Regulations for Electric Service", and/or General Terms and Conditions of the Company, and all amendments thereto, are filed with and approved by the appropriate State regulatory entity, (the "Commission") and shall be deemed a part of this Agreement as if fully set forth herein.

SECTION IV – SYSTEM MAINTENANCE

- 4.1 Normal maintenance includes the replacement or repair of any item included in the System except seasonal outlets. Maintenance is performed after notification from the Customer that a problem exists and/or during a Company scheduled maintenance cycle. Company will stock only the most common equipment; acquisition of some repair parts could cause a delay in permanent repair.
- 4.2 Normal maintenance covers ordinary wear and tear with proper use of the System. Repairs or replacements requested as a result Customer caused damage will be performed on a time and material cost basis, in which instance an estimate of costs will be provided to the Customer before the work begins. Company reserves the right to charge Customer for repair costs incurred due to vandalism.

- 4.3 Maintenance does not include partial or full System replacement or major repairs due to System age. While many Systems last 15 to 25 years, different types of lighting equipment have different life spans. Lighting equipment suppliers may also discontinue manufacture of certain equipment. End of life for a System will be determined by the Company.
- 4.4 Company reserves the right to update or modify the monthly maintenance charges to reflect changes in Company costs for materials and labor no more often than every three years on a Company assigned schedule, which may not coincide with the term of this Agreement.
- 4.5 Company reserves the right to charge a fee equal to a minimum of one hour labor and transportation costs for trips to disconnect and reconnect lights in a Company-owned lighting System when requested to do so more times than the Company deems necessary.

SECTION V – PAYMENT

- 5.1 Customer hereby agrees to pay Company the monthly costs set forth in accordance with the applicable tariff rate for the energy provided for the term of this Agreement. The estimated monthly amount due are summarized on Page 1 of this agreement and are current at the time the Agreement is initiated. A monthly bill will be rendered and due each month in accordance with the applicable tariff rate and payment rules. Any Customer charge that is not paid in full on or before its due date, shall incur a late fee.
- 5.2 Should any change in the energy usage monthly charges be ordered by the Commission, then payments by Customer to Company for this service shall thereafter be made upon the basis of such new rates as changed and approved by the Commission.

SECTION VI – TERM OF AGREEMENT

- 6.1 Service under this Agreement shall commence as soon as practicable after the System is installed and operational. The Company shall notify Customer in writing as to the date on which service will begin.
- 6.2 The initial term of this Agreement, during which Customer shall take and Company shall render service hereunder, shall be in accordance with the Option indicated on page 1 of this Agreement ("Initial Term"). After the Initial Term, this Agreement shall continue in force and effective in successive automatic one-year extensions unless terminated by either party upon sixty (60) days written notice.

SECTION VI – OTHER TERMS AND CONDITIONS

- 7.1 Other Terms and Conditions set forth in Exhibit "B" hereof are incorporated herein by reference and made a part of this Agreement
- 7.2 This Agreement constitutes the final written expression between the parties. It is a complete and exclusive statement and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the System. However, nothing herein shall preclude either party from commencing an action for unpaid bills, other damages, or breach of prior agreements during the time they were in effect.
- 7.3 This Agreement, the construction of this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or related to the subject matter of this Agreement (including tort claims), shall be governed by the laws of the State in which the service is rendered without regard to its conflict of laws provisions.

OUTDOOR LIGHTING SERVICE AGREEMENT

EXHIBIT 'B' - OTHER TERMS AND CONDITIONS

- 1 All System facilities installed by Company under this Agreement are and shall remain the property of Company. The termination of this Agreement for any reason whatsoever shall not in any way affect such ownership by Company, deprive Company of the right either to remove any or all property comprising the System or any part thereof or to use the same in or in connection with the rendering of other service by Company.
- 2 If Customer requests part or all of the System's removal before the end of the System's useful life, including by reason of termination of this Agreement, Customer must pay Company's unrecovered costs of the System minus any salvage value, to be determined at the sole discretion Company, plus System removal costs.
- 3 The obligations of Customer to pay the monthly invoice and any applicable late fees or any amount due and owing to Company as a result of this Agreement or in connection with the rights and privileges granted hereby, are independent of the liabilities or obligations of Company hereunder. Customer shall make all such payments due to Company without any deductions, setoffs or counterclaims against such payments on account of any alleged breach or default by, or claims against, the Company pursuant to this Agreement or otherwise or on account of any claims against or default by any third party.
- 4 Company's installation of the System is contingent upon obtaining adequate easements and rights-of-way, if necessary, and Customer agrees to assist the Company when necessary in obtaining easements or rights-of-way which shall include permission to install and maintain service lines and facilities required for serving and providing the System.
- 5 Company is an independent contractor and not an agent or employee of Customer and nothing contained in this Agreement shall be so construed as to justify a finding of the existence of any relationship between Company and Customer inconsistent with that status. Company shall have exclusive control of and responsibility for its labor relations.
- 6 Company does not warrant nor guarantee the safety of Customer or any third party, nor does it warrant or guarantee the security of Customer's property or any third party property, lighting levels, or uniformity of lighting as a result of Customer's use of the System. Company is not liable for any injury to Customer, or any persons or property arising out of the System use other than that arising from the sole negligence of the company. COMPANY EXPLICITLY DISCLAIMS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, EITHER EXPRESSED OR IMPLIED, OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
- 7 If a breach or default occurs, the non-breaching party shall provide the breaching party with a thirty (30) day written notice to cure such default or breach, or if the defect cannot be cured within thirty (30) days, the breaching party shall nonetheless commence to cure such defect and shall, in good faith, complete such cure in as timely and expeditious manner as is feasible in the circumstances. If the breaching party fails to cure or to commence the cure of the defect within the prescribed time frame set forth herein, the non-breaching party, at its sole discretion, shall provide notice to the breaching party of the immediate termination of this Agreement. Events beyond Company's control, including but not limited to acts of nature, electricity outages, and inability to obtain needed replacement parts, shall not constitute breaches of this Agreement.
- 8 Customer desiring a Company-installed System on a public rights-of-way or on other property not under customer's jurisdiction must provide the Company with written permission from the entity with legal jurisdiction over that right-of-way or property before installation will begin. Customer must reimburse Company for costs associated with obtaining easements.
- 9 Company reserves the right to refuse to install Company equipment on another's property, however, any Company agreement to install System luminaires or other Company facilities on poles or structures owned by a third entity is contingent upon receiving written consent for such installation from that entity. Customer will be required to reimburse the Company for monthly fees charged for pole contacts for System attachments on poles or structures not owned by the Company, (i.e., owned by other utilities or entities). This fee will be imposed only when contacting or modifying existing poles to allow for clearances required for the System equipment.
- 10 Company shall not be liable for any claims, demands, cause of action, liabilities, loss, damage or expense of whatever kind or nature, including attorney fees, incurred by Customer for actions involving a structure not Company-owned on which the Company has placed Company-owned equipment at Customer request. Additionally, the Company will not be responsible for any repairs needed by the structure that is not owned by Company. If the structure becomes unsuitable, or unsafe to support Company-owned equipment the Company retains the right to remove the equipment from the structure. If Company equipment is removed under these conditions Customer will owe Company a pro-rated amount for the removed equipment plus removal costs minus salvage value.
- 11 When changes are requested by Customer at any time after the System is installed and before the normal end of System life, Company will evaluate and estimate the costs of the changes. The changes will be made after the Customer pays the agreed upon amount if any to make changes. Changes include such matters as relocating poles, changing luminaire styles (post top, cobrahead, floodlight), their locations, wattage, and lamp source (e.g., metal halide, high pressure sodium). Any such agreed upon changes will be documented either by a new or an amended Agreement. New equipment added to the System will require a new Agreement.
- 12 If any part, term, or provision of this Agreement is adjudged by a court of competent jurisdiction to be contrary to the law governing this Agreement, the validity of the remaining parts, terms, and provisions shall not be affected thereby.
- 13 This Agreement, and all the terms and provisions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, personal representatives, and/or permitted assigns.
- 14 Each party to this Agreement represents that it is sophisticated and capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the Agreement.
- 15 No delay of or omission in the exercise of any right, power or remedy accruing to any party under this Agreement shall impair any such right, power or remedy, nor shall it be construed as a waiver of any future exercise of any right, power or remedy.
- 16 Neither party shall assign this Agreement without the prior written consent of the other party, which consent, if given shall not relieve the party of making such assignment from full responsibility for the fulfillment of its obligations under this Agreement. PROVIDED, THAT the Company may assign this Agreement to its parent or any subsidiary entity or to an affiliate.



Board of Public Works Staff Report

Project/Event: Bloomington Community Farmers' Market
Petitioner/Representative: Marcia Veldman, Farmers' Market Coordinator
Staff Representative: Sean Starowitz, Assistant Director for the Arts
Date: January 8, 2019

Report:

The Bloomington Parks and Recreation Department is requesting use of Showers Common and Showers Plaza and the closing of a section of 8th Street between the B-Line Trail and Morton Street for the 2019 Bloomington Community Farmers' Market which begins April 6 and ends on November 30. Street Closure and Showers usage will be from 4:00 a.m. to 2:00 p.m. each Saturday. Parks and Recreation is requesting the three metered parking spaces just west of the B-Line on the north side of 8th St. on Saturdays from 8 am until 1 pm in April through November to allow for food trucks during the Market.

Also requested is permission to use a section of Madison Street adjacent to Bloomingfoods for the Tuesday Market. The Tuesday Market begins June 4th and ends September 24th. Closure will be from 2:00 p.m. until 8 p.m. Businesses on the north end of the block have full access during this time.

A Noise Permit is requested for the dates and times of the 2019 Bloomington Community Farmers' Market and the Tuesday Market.

In 2018 customer attendance at the Markets was more than 250,000.

Recommend **Approval** **Denial by:** Sean Starowitz

Saturday Market - Closure of 8th St. and Utilization of 3 Metered Parking



 City Vehicle



CITY OF BLOOMINGTON

SPECIAL EVENT APPLICATION

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

1. Applicant Information

Contact Name:	Marcia Veldman		
Contact Phone:	812-349-3738	Mobile Phone:	812-325-2446
Title/Position:	Farmers' Market Coordinator		
Organization:	COB Parks		
Address:	401 North Morton		
City, State, Zip:	Bloomington, IN 47401		
Contact E-Mail Address:	veldmanm@bloomington.in.gov		
Organization E-Mail and URL:	same		
Org Phone No:	same	Fax No:	812-349-3705

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

Organization Name:	n/a		
Address:			
City, State, Zip:			
Contact E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			
Phone Number:		Mobile Phone:	
Organization Name:			
Address:			
City, State, Zip:			
E-Mail Address:			

Phone Number:		Mobile Phone:	
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3. Event Information

Type of Event	<input type="checkbox"/> Metered Parking Space(s) <input type="checkbox"/> Run/Walk <input type="checkbox"/> Festival <input type="checkbox"/> Block Party <input type="checkbox"/> Parade <input type="checkbox"/> Other (Explain below in Description of Event)		
Date(s) of Event:	April 6 – November 30 for the Saturday Market and June 4 – September 24 for the Tuesday Market		
Time of Event:	Date:	Start: 8 am	Date: End: 1 pm
Setup/Teardown time Needed	Date:	Start: 4 am	Date: End: 2 pm
Calendar Day of Week:	Saturday and Tuesday		
Description of Event:	<p>The Bloomington Community Farmers' Market, held on Saturday April – November at Showers Common and Tuesdays, June – September on Madison St. from 6th north to the alley.</p> <p>On Saturdays we request the closure of 8th Street through Showers Common and the use of three metered parking space on 8th St. to the west of the B-Line trail.</p> <p>On Tuesdays we request the closure of Madison St. from 6th St. to the alley from 2 pm until 8 pm, including the metered parking spaces.</p>		
Expected Number of Participants:	250,000	Expected # of vehicles (Use of Parking Spaces to close): 3 on Saturday and 9 on Tuesdays.	

4. IF YOUR EVENT IS A NEIGHBORHOOD BLOCK PARTY, YOU ARE REQUIRED TO SECURE AND ATTACH THE FOLLOWING:

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> The starting point shall be clearly marked The ending point shall be clearly marked Each intersection along the route shall be clearly identified A notation of how each intersection is to be blocked shall be specifically noted at each intersection (where type 3 barricades will be placed)
<input type="checkbox"/>	Notification to businesses/residents that will be impacted by event (copy of notification letter/flyer/other)
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan <ul style="list-style-type: none"> Determine if No Parking Signs will be required
<input type="checkbox"/>	Noise Permit application

IF YOUR EVENT IS A **RUN/WALK/PARADE**, YOU ARE REQUIRED TO SECURE AND ATTACHED THE FOLLOWING: *Moving Events – Use and/or Closure of City Streets/Sidewalks*

<input type="checkbox"/>	A map of the proposed rights-of-way closure or route in its entirety (streets shall be properly labeled and identified) <ul style="list-style-type: none"> • The starting point shall be clearly marked • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: Type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to businesses /residents that will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance – Proof of insurance listing the City of Bloomington as additional insured for an amount no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Secured a Parade Permit from Bloomington Police Department <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

IF YOUR EVENT IS A **FESTIVAL/SPECIAL COMMUNITY EVENT** YOU ARE REQUIRED TO SECURE AND ATTACH, AND SUBMIT THE FOLLOWING:

Stationary Events – Closure of Streets/Sidewalks/Use of Metered Parking

<input type="checkbox"/>	A map of the proposed rights-of-way closure in its entirety (streets shall be properly labeled and identified). The starting point shall be clearly marked <ul style="list-style-type: none"> • The ending point shall be clearly marked • The number of lanes to be restricted on each road shall be clearly marked • Each intersection along the route shall be clearly identified • A notation of how each intersection is to be blocked shall be specifically noted at each intersection (ie: type 3 barricades and/or law enforcement); and • The location of any staging area(s) for the rights-of-way closure and how much space the staging area(s) shall utilize
<input type="checkbox"/>	Notification to business/residents who will be impacted by event of the day the application will be heard by Board of Public Works (Example attached)
<input type="checkbox"/>	Using a City park or trail? Parks & Recreation Department Approved Special Use Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	A properly executed Maintenance of Traffic Plan *Determine if No Parking Signs will be required * Determine if Barricades will be required
<input type="checkbox"/>	Noise Permit application <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Beer & Wine Permit <input type="checkbox"/> Not applicable
<input type="checkbox"/>	Certificate of Liability Insurance listing the City of Bloomington as additional insured. For an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. DEADLINE: To Public Works no later than five days before event.
<input type="checkbox"/>	If Food Vendors are part of Festival (Monroe County Health Department Licenses & Fire Inspection)
<input type="checkbox"/>	Waste and Recycling Plan if more than 100 participates (template attached)

8.

CHECKLIST

<input type="checkbox"/>	Determine what type of Event	
<input type="checkbox"/>	Complete application with attachment <input type="checkbox"/> Detailed Map <input type="checkbox"/> Proof of notification to businesses/residents (copy of letter/flyer/other) <input type="checkbox"/> Maintenance of Traffic Plan <input type="checkbox"/> Noise Permit Application (if applicable) <input type="checkbox"/> Certificate of Liability Insurance <input type="checkbox"/> Secured a Parade Permit from Bloomington Police Department (if applicable) <input type="checkbox"/> Beer and Wine Permit (if applicable)Waste and Recycling Plan (if applicable) <input type="checkbox"/> Waste and Recycling Plan (if applicable)	
<input type="checkbox"/>	Date Application will be heard by Board of Public Works	
<input type="checkbox"/>	Approved Parks Special Use Permit (if using a City Park)	
<input type="checkbox"/>	If using food vendors assure proper paperwork in order (Monroe County Health Department Licenses & Fire Inspection)	

For City Of Bloomington Use Only

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



CITY OF BLOOMINGTON

NOISE PERMIT

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

Application and Permit Information

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

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

Contact Christina Smith with any questions: (812) 349-3589 or smithc@bloomington.in.gov

Event and Noise Information

Name of Event:	Bloomington Community Farmers' Market			
Location of Event:	Showers Common/Madison St.			
Date of Event:	April - November	Time of Event:	Start:	
Calendar Day of Week:	Saturday and Tuesday		End:	
Description of Event:	Bloomington Community Farmers' Market and the Tuesday Market			
Source of Noise:	<input checked="" type="checkbox"/> Live Band	<input checked="" type="checkbox"/> Instrument	<input type="checkbox"/> Loudspeaker	Will Noise be Amplified? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Is this a Charity Event?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	If Yes, to Benefit:		

Applicant Information

Name:	Marcia Veldman		
Organization:	COB Parks and Recreation Dept.	Title:	Market Coordinator
Physical Address:	401 North Morton St.		
Email Address:	veldmanm@bloomington.in.gov	Phone Number:	812-349-3738
Signature:		Date:	12/12/18

FOR CITY OF BLOOMINGTON USE ONLY

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

BOARD OF PUBLIC WORKS

Kyla Cox Deckard, President

January 8, 2019

Date

Beth H. Hollingsworth, Vice-President

Dana Palazzo, Secretary

Waste and Recycling Management Plan Template

Event name: BCFM
 Number of expected attendees: 250,000
 Number of food vendors: 16
 Number of other vendors: 130

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

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

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

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

Type of waste	Collection plan
Landfill	Totes
Recycling	Clear Stream Recycling Bins
Compost	Only for Specific Events

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

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

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

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

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

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



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment of a projecting sign, canopy, trash enclosure, and metal stairs and walkway

Staff Representative: Liz Carter

Petitioner/Representative: Olympus Properties/Steve Brehob

Date: January 8, 2019

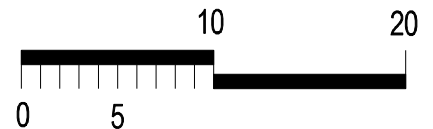
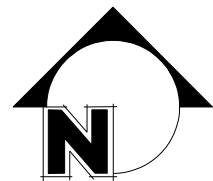
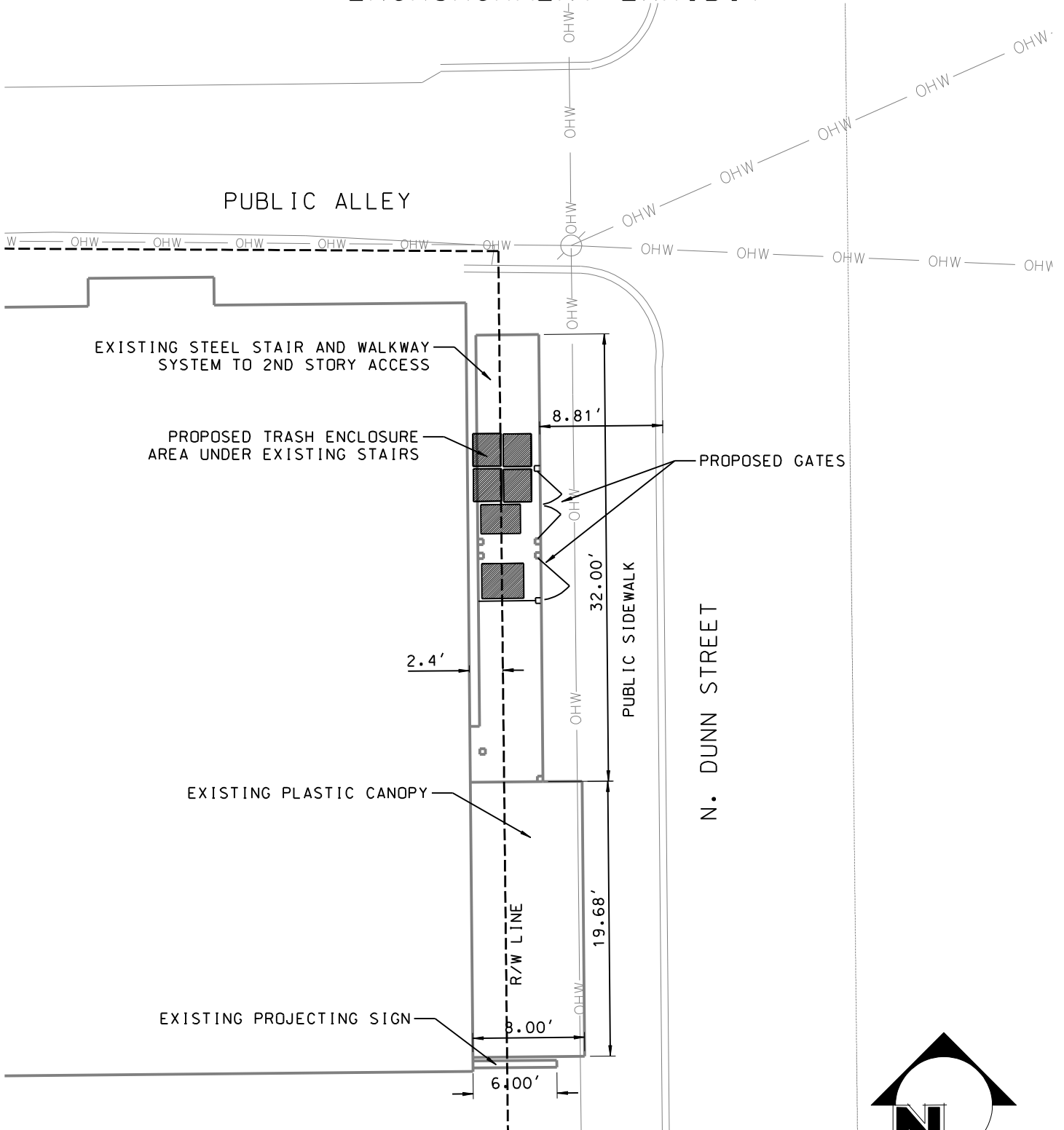
Report: Olympus Properties would like to add a gated trash enclosure beneath the existing metal stairs and walkway on the east side of the property located at 111 N. Dunn St. While staff was preparing the request, we found that the stairs and walkway, the canopy, and the sign at the property did not have recorded encroachments.

Therefore, the petitioner has asked for an encroachment agreement for the existing encroachments as well as the proposed trash enclosure.

Recommendation: Staff recommends approval of the encroachment agreement.

Recommend **Approval** **Denial** by Liz Carter

111 N. DUNN STREET ENCROACHMENT EXHIBIT



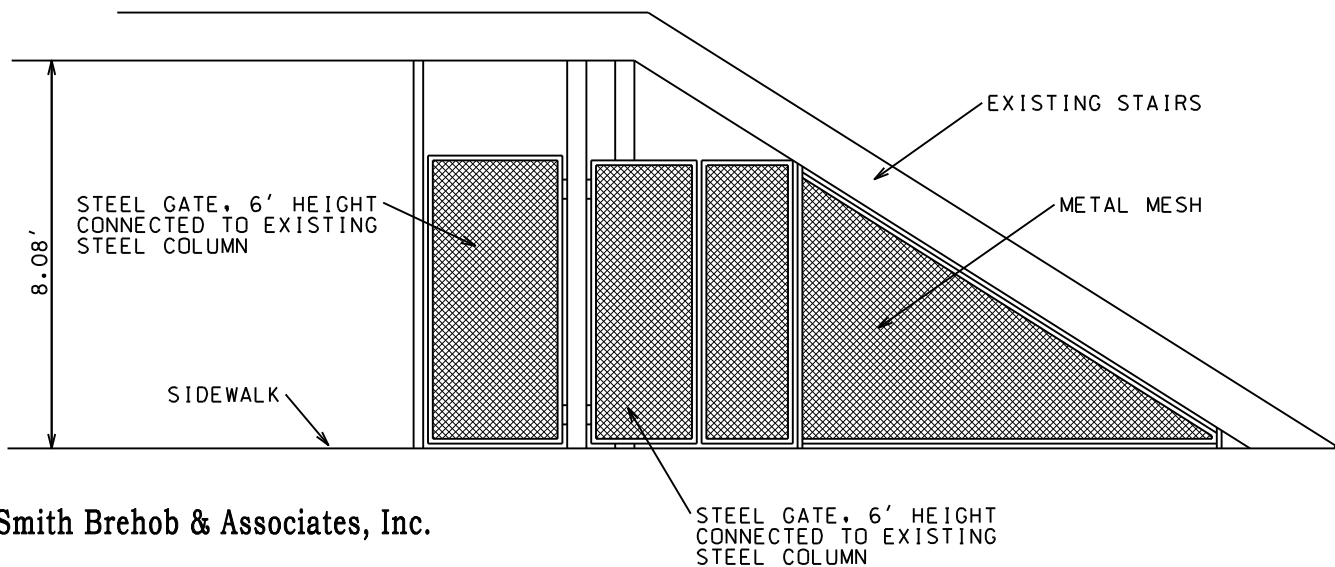
SCALE: 1"=10'

Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6536
 Fax: (812) 336-0513
 Web: <http://smithbrehob.com>

111 N. DUNN STREET ENCROACHMENT EXHIBIT



Smith Brehob & Associates, Inc.



453 S. Clarizz Boulevard
 Bloomington, Indiana, 47401
 Telephone: (812) 336-6536
 Fax: (812) 336-0513
 Web: <http://smithbrehob.com>

STEEL GATE, 6' HEIGHT
 CONNECTED TO EXISTING
 STEEL COLUMN

Smith Brehob & Associates, Inc.



Providing professional land planning, design, surveying and approval processing for a sustainable environment.

Stephen L. Smith P.E., L.S.
Steven A. Brehob B.S.Cn.T.
Todd M. Borgman, PLS
Katerine E. Stein, PE
Donald J. Kocarek, LA

December 17, 2018

Elizabeth Carter
City of Bloomington Planning and Transportation
401 N. Morton Street
Suite 130
Bloomington, IN. 47404

Dear Elizabeth,

On behalf of our client, Olympus Properties, we respectfully request to be placed on the agenda for the Board of Public Works hearing for consideration of an Encroachment Agreement for features existing and to be located within the public right-of-way on North Dunn Street for the property known as 111 N. Dunn Street.

Details of the request are contained in the attached Petitioner's Statement and shown on the attached exhibits. Should you have any questions concerning or request, please contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steven A. Brehob'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Steven A. Brehob
Smith Brehob & Associates, Inc.

Cc: 5812_approval processing\Encroachment Request Petitioners Statement.docx



Petitioner's Statement

Location: The site is located at 111 N. Dunn Street at the NW corner of the intersection of N. Dunn Street and Kirkwood Avenue immediately south of the alley between Kirkwood Avenue and 6th Street.

Existing Encroachments: There are several existing encroachments within the public right-of-way which have been in existence without a formal agreement for several years. Those encroachments are as follows and are shown on the attached exhibits:

Metal Stairs – The metal stairs are located partially within the public right-of-way. The stairs provide a means of ingress and egress to the second level of the building. The amount of encroachment is approximately 2.10'.

Awning – The awning covers the southern half of the building and contains signage for the commercial tenant. The awning is located partially within the public right-of-way. Clearance to the bottom of the awning is 7.3' to 7.5'. The amount of encroachment is approximately 5.6'.

Projecting Sign – The projecting sign is located on the SE corner of the building and is located partially within the public right-of-way. Clearance to the bottom of the sign is 7.5'. The amount of encroachment is approximately 3.6'.

Proposed Encroachments: There is currently no room on site for trash receptacles for the commercial tenant or residential tenants. A large dumpster is not required, but several wheeled totes will be. A secured and screened storage area for said totes can be created underneath the existing metal stairs as shown on the attached exhibits. An enclosure will be made using vinyl coated chain link fencing with metal or plastic slats to create an opaque screen. Gates will be attached to the existing support structure for the stairs. The amount of encroachment is approximately 2.10'.

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-03**

Encroachment with Canopy, Sign, Stairs, Walkway, and Trash Enclosure

WHEREAS, Stardust Development LLC (hereinafter “Owner”) owns the real property at 111 North Dunn Street, which real estate is more particularly described in a deed recorded as Instrument No. 2008019574 in the Office of the Recorder of Monroe County (Hereinafter “Property”); and

WHEREAS, the building on the Real Estate has remained in existence in its current location since construction; and

WHEREAS, a recent survey of the Real Estate identified the following existing encroachments: one (1) projecting sign, one (1) canopy, and one (1) set of stairs with a walkway for second story ingress and egress. Owner has requested that it be allowed to maintain these existing encroachments and to install the following encroachment over and upon the public right of way adjacent to its business: one (1) trash enclosure located under the existing metal stairs and measuring approximately twelve feet by five feet by six feet (12’x5’x6’). All of the encroachments will be located on the east side of the property, adjacent to North Dunn Street. Exhibit A shows the locations and measurements of the encroachments and is attached hereto and incorporated herein.

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.

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

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

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by Owner; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
11. This Resolution shall run with the land and shall bind the Owner and their successors and assigns. Stardust Development, LLC, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
12. David L. Ferguson, as manager of Stardust Development, LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Board of Public Works

Stardust Development, LLC

By: _____
Kyla Cox Deckard

By: _____
David L. Ferguson, Manager

By: _____
Beth H. Hollingsworth

Date: _____

By: _____
Dana Palazzo

Date: January 8, 2019

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

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

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

STATE OF INDIANA)
)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared David L. Ferguson, Manager for Stardust Development, LLC who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

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

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



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment of a sign at 252 N. Walnut St.

Staff Representative: Liz Carter

Petitioner/Representative: Omega Properties

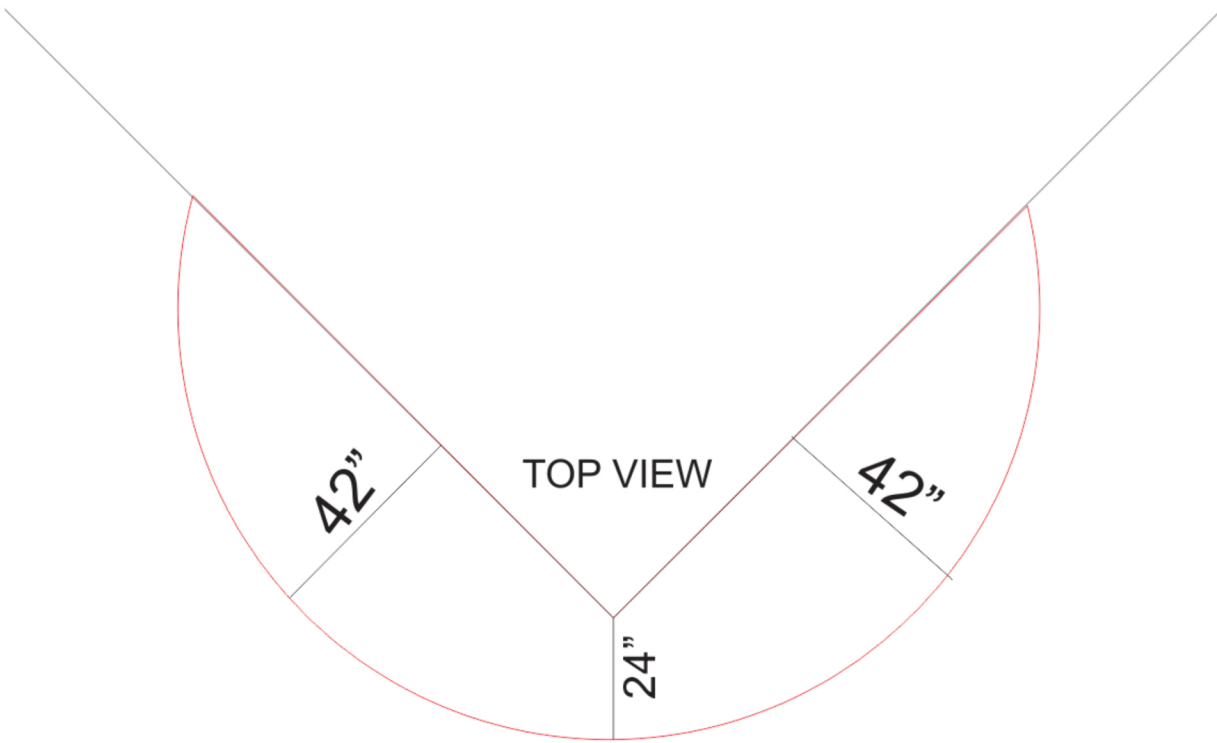
Date: January 8, 2019

Report: Omega Properties is requesting an encroachment for a new sign which would be installed at the southeast corner of 7th and Walnut. The sign is for the new business, Arepas Venezuelan Gastropub, which will open in February. The property already has recorded encroachments for awnings, a pilaster, and a corner element; the sign would be in addition to these encroachments.

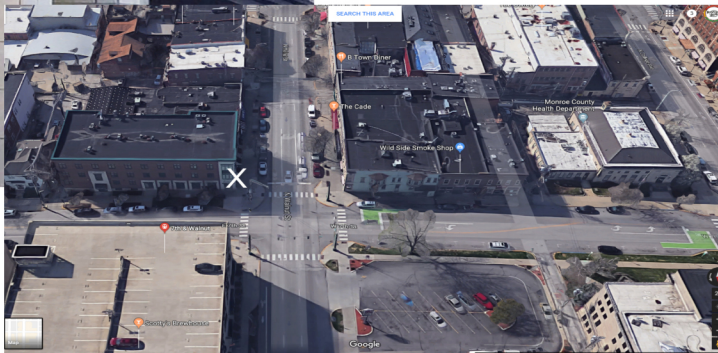
The lighted sign has already been approved by City Planning. The sign will be 10 feet above the sidewalk at its lowest point and would wrap around the corner of the building, extending up to 42 inches into the right of way at its deepest point.

Recommendation: Staff recommends approval of the encroachment agreement.

Recommend **Approval** **Denial** by Liz Carter



252 N Walnut St.
Bloomington, Indiana 47408
Lit Letters on Aluminum Awninging



24"



33.7 Sq Ft Total



120"

163"

**BOARD OF PUBLIC WORKS
RESOLUTION 2019 – 04**

Encroachment with Projecting Sign and Canopy

WHEREAS, Omega Master Bond, LLC (hereinafter “Owner”) owns the real property at 252 North Walnut Street, which real estate is more particularly described in a deed recorded as Instrument No. 2012005280 in the Office of the Recorder of Monroe County (Hereinafter “Property”); and

WHEREAS, the building on the Real Estate has remained in existence in its current location since construction; and

WHEREAS, Owner has requested that it be allowed to install the following encroachment over and upon the public right of way adjacent to its business: one (1) canopy with a sign built into it. The canopy will wrap a corner, measure thirty-three and seven-tenths square feet (33.7 sq ft), and sit one hundred and twenty inches (120”) above the public sidewalk.

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees to maintain the described encroachment and to keep them in a safe and good condition.
2. The encroachment shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A are attached hereto and incorporated herein.

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

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

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

Board of Public Works

Omega Master Bond, LLC

By: _____
Kyla Cox Deckard, President

By: _____
Rob Friedman, Vice President

By: _____
Beth H. Hollingsworth, Vice President

Date: _____

By: _____
Dana Palazzo, Secretary

Date: January 8, 2019

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Rob Friedman, Vice President of Omega Master Bond, LLC who acknowledged the execution of the foregoing Resolution as their voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

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

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



Board of Public Works Staff Report

Project/Event: Request agreement for Installation and Maintenance of Unlighted Neighborhood Signage in the Public Right-of-Way for the Blue Ridge Neighborhood HOA.

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Dan Backler, Public Improvements Manager

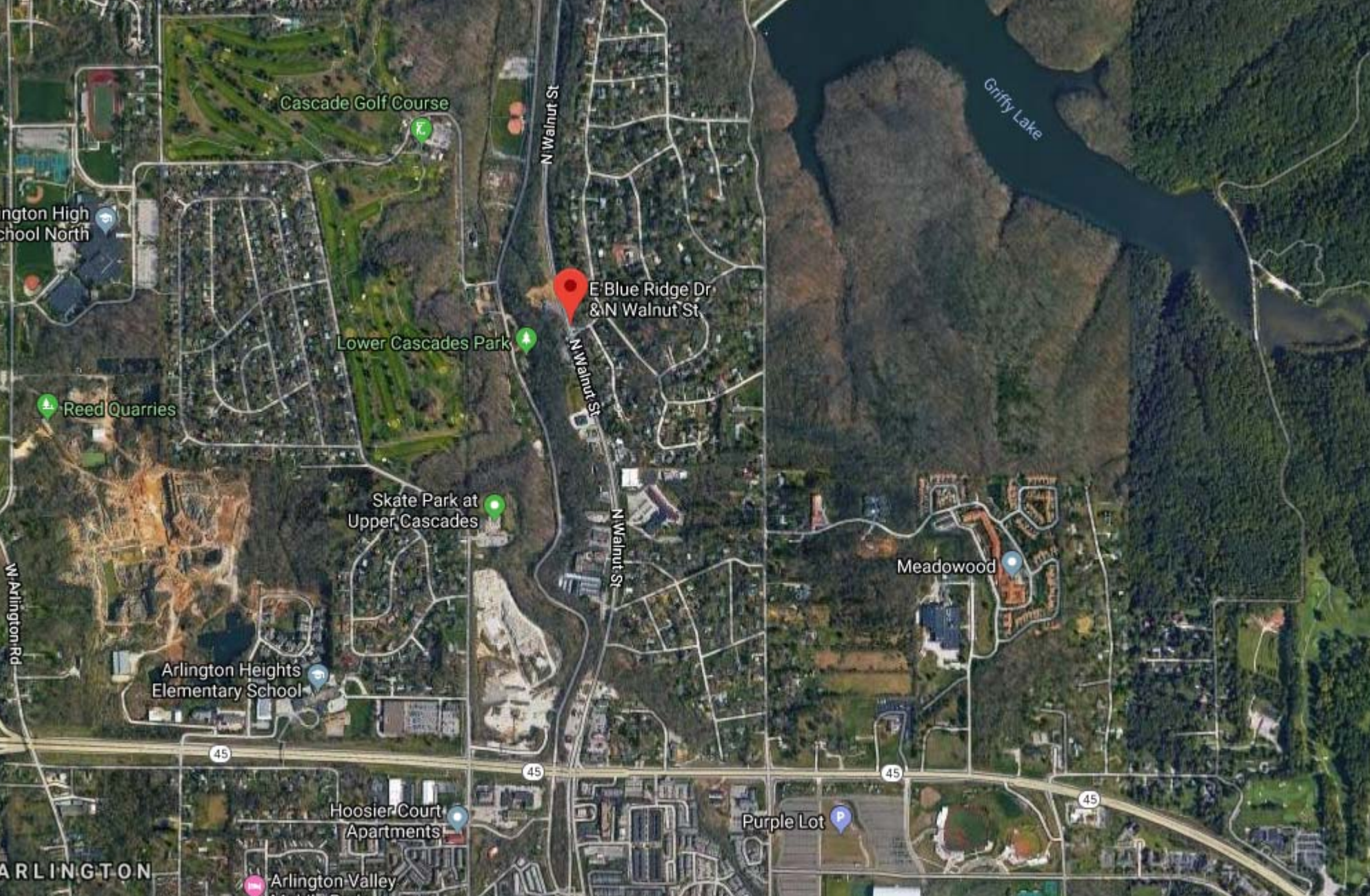
Date: 1/8/2019

Report: The Blue Ridge Neighborhood HOA propose to place a neighborhood sign at the entrance to the Blue Ridge Neighborhood at N Walnut Street and Blue Ridge Drive.

The HOA has submitted an application for the installation and maintenance of the sign which details the agreement through which the sign is dedicated to the public.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Blue Ridge Neighborhood HOA's application for the installation and maintenance of a neighborhood sign.

Recommend Approval Denial by Dan Backler



Cascade Golf Course

Griffy Lake

Arlington High School North

E Blue Ridge Dr & N Walnut St

Lower Cascades Park

Reed Quarries

Skate Park at Upper Cascades

Arlington Heights Elementary School

Meadowood

Hoosier Court Apartments

Arlington Valley

Purple Lot

ARLINGTON



PROPOSED LOCATION OF SIGN



Blue Ridge appreciates
neighbor David Sparks
who designed this
entryway garden.



Neighbors Since 1962



Board of Public Works Staff Report

Project/Event: Disposal of Surplus Items by the City of
Bloomington – Information Technology Services

Staff Representative: Rick Dietz

Date: January 7, 2019

Report:

The Department of Information & Technology Services has a large stock of computer equipment and peripheral's that are inoperable or donate able.

The Department of Information & Technology Services staff believes that the expense of labor, equipment and fuel required to organize and transport all of this equipment for a sale or transfer, exceeds the value of the equipment. These items are attached as Recycle 24 - 2018, and Donation 23 & 25 – 2018.

Recommendation and Supporting Justification:

Under Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works may determine these devices to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of these inoperable and/or outdated devices is less than five thousand dollars (\$5,000).

Recommend **Approval** **Denial by: Rick Dietz**

IT Department

Donation 10 - 2018 Info

Lot ID: 23, Date: 10/17/2018, Type:Donation

Donation Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Organization	Date
3329	080067		hrd080067	NetworkPrinter	Employee Services		ServeIT	12/20/2018
121	070224	DC32371LA608	Generic PnP Monitor	Monitor		01/22/2007	ServeIT	12/12/2018
499	130468	27G8BZ1	uad130468	Desktop	Administration	05/08/2013	ServeIT	12/06/2018
49	140340	H6M0S22	pop140340	Desktop	Uniformed Officers	05/08/2013	ServeIT	12/04/2018
107	140306	7017N22	pop140306	Desktop	Uniformed Officers	05/08/2013	ServeIT	12/04/2018
28	140396	CLZXR22	pop140396	Desktop	Uniformed Officers	05/08/2013	ServeIT	12/04/2018
1	140384	CLTXR22	tra140384	Desktop	Traffic	01/29/2015	ServeIT	12/04/2018
1476	140296	505GM22	fhq140296	Desktop	Fire	05/08/2013	ServeIT	12/04/2018
31	140309	7023N22	pop140309	Desktop	Uniformed Officers	05/08/2013	ServeIT	12/04/2018
98	140383	CM03S22	pop140383	Desktop	Uniformed Officers	05/08/2013	ServeIT	12/04/2018
65	140308	7015N22	pop140308	Desktop	Uniformed Officers	05/08/2013	ServeIT	12/04/2018
104	140310	7013N22	pop140310	Desktop	Uniformed Officers	11/16/2015	ServeIT	12/04/2018
110	140305	7016N22	pop140305	Desktop	Uniformed Officers	10/16/2014	ServeIT	12/04/2018
58	140355	G36MQ22	pop140355	Desktop	Uniformed Officers	05/08/2013	ServeIT	12/04/2018
53	140307	7018N22	pop140307	Desktop	Uniformed Officers	05/08/2013	ServeIT	12/04/2018
29	140304	7014N22	pop140304	Desktop	Uniformed Officers	05/08/2013	ServeIT	12/04/2018
141	140037	H99HJ02	dil140037	Desktop	Dillman	05/08/2013	ServeIT	12/04/2018
140	140056	35F5L02	dil140056	Desktop	Dillman	05/08/2013	ServeIT	12/04/2018
1477	140353	H6W0S22	fad140353	Desktop	Fire Ops	10/24/2014	ServeIT	12/04/2018
1456	140286	236JM22	fhq140286	Desktop	Fire	10/24/2014	ServeIT	12/04/2018
64	140343	H6MPR22	pod140343	Desktop	Detectives	05/08/2013	ServeIT	12/04/2018
45	140339	H6VYR22	pod140339	Desktop	Detectives	05/08/2013	ServeIT	12/04/2018
50	130432	27L9BZ1	poa130432	Desktop	Police Administrator	05/08/2013	ServeIT	12/04/2018
5561	021096	SH6550131R	ITS021096	Projector	IT		ServeIT	11/29/2018
5560	021095	307314320	ITS021095	Projector	IT		ServeIT	11/29/2018
1090	140107	895VT12	trn140107	Desktop	Training	05/08/2013	Van Buren Water Corp	11/21/2018
637	140092	899VT12	trn140092	Desktop	Training	03/10/2015	Van Buren Water Corp	11/21/2018
638	140090	89HWT12	trn140090	Desktop	Training	05/08/2013	Van Buren Water	11/21/2018

							Corp	
1615	140290	235JM22	cas140290	Desktop	Cascades	03/04/2015	ServeIT	11/05/2018
812	140392	CLT6S22	pln140392	Desktop	Planning	05/21/2015	ServeIT	11/01/2018
1079	140291	237JM22	ros140291	Desktop	Rosehill	05/08/2013	Van Buren Water Corp	10/31/2018
1621	140349	1Y0GS22	cas140349	Desktop	Cascades	10/24/2014	ServeIT	10/31/2018
1104	140288	234JM22	otm140288	Desktop	Office of the Mayor	05/08/2013	ServeIT	10/31/2018
419	140159	BJTFX12	utd140159	Desktop	T&D	05/08/2013	ServeIT	10/25/2018
542	140387	CLXWR22	prs140387	Desktop	Parks and Recreation	05/19/2015	ServeIT	10/25/2018
458	140042	JK1DJ02	ros140042	Desktop	Rosehill	05/08/2013	Van Buren Water Corp	10/25/2018
1614	140342	H6LPR22	cas140342	Desktop	Cascades	03/03/2015	ServeIT	10/22/2018
4567	060212		DIL060212	NetworkPrinter	Dillman		ServeIT	10/18/2018

AM

IT Department

Recycle 10 - 2018 Info

Lot ID: 24, Date: 10/17/2018, Type:Recycle

Recycled Items List

Asset ID	Asset Num	Serial #	Name	Category	Installed	Description	Location	Date
5645	100299		TRA100299	Monitor		Monitor	Tech-Recyclers	12/20/2018
5604	N/A		HG2414P	Wireless Access Point	12/11/2018		Tech-Recyclers	12/11/2018
5605	02999821		Dell	Monitor	12/11/2018		Tech-Recyclers	12/11/2018
5606	981234567	T598161459	Generic CRT	Monitor	12/11/2018		Tech-Recyclers	12/11/2018
5607	95786321		Fax Machine	Other	12/11/2018		Tech-Recyclers	12/11/2018
5608	120086		HP Printer	NetworkPrinter	12/11/2018		Tech-Recyclers	12/11/2018
5609	02999822	642737009	UPS	UPS	12/11/2018		Tech-Recyclers	12/11/2018
5610	02999823		UPS	UPS	12/11/2018		Tech-Recyclers	12/11/2018
5611	02999824		UPS	UPS	12/11/2018		Tech-Recyclers	12/11/2018
5612	02999825		Matrix	NetworkPrinter	12/11/2018		Tech-Recyclers	12/11/2018
5613	02999826		Matrix	NetworkPrinter	12/11/2018		Tech-Recyclers	12/11/2018
5614	02999827		Dell PC	Desktop	12/11/2018		Tech-Recyclers	12/11/2018
5615	02999827		Dell PC	Desktop	12/11/2018		Tech-Recyclers	12/11/2018
5616	02999828		UPS	UPS	12/11/2018		Tech-Recyclers	12/11/2018
5617	101122		ITS101122	Monitor	12/11/2018		Tech-Recyclers	12/11/2018
5618	060219		HP Printer	NetworkPrinter	12/11/2018		Tech-Recyclers	12/11/2018
4568	099070		DIL099070	NetworkPrinter		HP Deskjet 950c Printer	Tech-Recyclers	12/05/2018
3392	040228		CFR040228	UPS		UPS	Tech-Recyclers	12/05/2018
3145	130182	CQYBY2002131	PLN130182	UPS		ups	Tech-Recyclers	12/05/2018
5568	130279		pop130279		12/04/2018		Tech-Recyclers	12/04/2018
5569	130278		pop130278		12/04/2018	Parking Handheld Dock	Tech-Recyclers	12/04/2018
5570	130280		pop130280		12/04/2018		Tech-Recyclers	12/04/2018

5571	130281		pop130281		12/04/2018		Tech-Recyclers	12/04/2018
5572	090318		pod090318		12/04/2018	Zebra Label Printer	Tech-Recyclers	12/04/2018
5573	140048		poa140048		12/04/2018	Dell Laptop Dock	Tech-Recyclers	12/04/2018
5574	140424		poa140424		12/04/2018		Tech-Recyclers	12/04/2018
5575	140440		poa140440		12/04/2018	Dell Laptop Dock	Tech-Recyclers	12/04/2018
5576	100096		pod100096		12/04/2018	Epson GT-1500 Flatbed Scanner	Tech-Recyclers	12/04/2018
4116	110158		POT110158	Desktop		Desktop PC	Tech-Recyclers	12/04/2018
4030	110131	CPZAO2002366	pop110131	UPS		UPS	Tech-Recyclers	12/04/2018
5577	080056		poa080056		12/04/2018		Tech-Recyclers	12/04/2018
4338	080264		POT080264	Wireless Access Point		Cisco WAP	Tech-Recyclers	12/04/2018
5578	545645		POA545645		12/04/2018		Tech-Recyclers	12/04/2018
4509	1503289A		CAS1503289A	UPS			Tech-Recyclers	11/02/2018

IT Department

Donation 11 - 2019 Info

Lot ID: 25, Date: 12/20/2018, Type:Donation

Donation Items List

Asset ID	Asset Num	Serial #	Name	Category	Division	Installed Date	Organization	Date
5670	1100304		ITS1100304	Docking Station		01/02/2019	ServeIT	01/02/2019
399	140183	JTQ9X12	utd140183	Desktop	T&D	05/08/2013	ServeIT	01/02/2019
439	140177	JTV8X12	uad140177	Desktop	Administration	05/08/2013	ServeIT	01/02/2019
831	140361	236RQ22	pln140361	Desktop	Planning	01/29/2015	ServeIT	01/02/2019
406	140174	JTV1X12	utd140174	Desktop	T&D	05/08/2013	ServeIT	01/02/2019
1423	140351	FLLJP12	pln140351	Laptop	Planning	01/30/2015	ServeIT	01/02/2019
462	140417	8KHHK12	cnt140417	Laptop	Controller	02/09/2015	ServeIT	01/02/2019
485	140427	1T6DK32	lgl140427	Laptop	Legal	01/16/2015	ServeIT	01/02/2019
606	140393	7XQ9K32	cnt140393	Laptop	Controller	01/29/2015	ServeIT	01/02/2019
3501	140394	3539150802816	CNT140394	Docking Station	Controller		ServeIT	01/02/2019
3115	140420	3545553000877	clk140420	Docking Station	Council Office		ServeIT	01/02/2019
5669	140422		ITS140422	Docking Station		01/02/2019	ServeIT	01/02/2019
5668	140428		ITS140428	Docking Station		01/02/2019	ServeIT	01/02/2019
3492	140438	3559542300436	CNT140438	Docking Station	Controller		ServeIT	01/02/2019
1171	140108	89FVT12	trn140108	Desktop	Training	05/08/2013	ServeIT	12/31/2018
640	140102	896WT12	trn140102	Desktop	Training	05/08/2013	ServeIT	12/31/2018
635	140101	89CVT12	trn140101	Desktop	Training	05/08/2013	ServeIT	12/31/2018
1885	140091	89HVT12	trn140091	Desktop	Training	05/08/2013	ServeIT	12/31/2018
390	140089	897WT12	uad140089	Desktop	Administration	05/08/2013	ServeIT	12/31/2018
506	130165	F5B8HX1	upr130165	Desktop	Purchasing	05/08/2013	ServeIT	12/31/2018
4999	140013	1LXYFZ1	uad140013	Laptop	Administration	02/27/2013	ServeIT	12/31/2018
1111	140380	1CC3K32	fle140380	Laptop	Fleet Maintenance	12/18/2014	ServeIT	12/31/2018
814	140012	1LYXFZ1	uad140012	Laptop	Administration	02/27/2013	ServeIT	12/31/2018
534	140419	6M4DK32	clk140419	Laptop	Council Office	02/04/2015	ServeIT	12/31/2018
1071	140100	89BWT12	its140100	Desktop	IT	10/24/2014	ServeIT	12/31/2018
136	140205	6D2SY12	dil140205	Desktop	Dillman	05/08/2013	ServeIT	12/31/2018
487	140298	516JM22	pln140298	Desktop	Planning	05/08/2013	ServeIT	12/31/2018
1126	140104	89DVT12	trn140104	Desktop	Training	05/08/2013	ServeIT	12/31/2018
548	140155	BJRFX12	uac140155	Desktop	Accounting	05/08/2013	ServeIT	12/31/2018
1074	140285	238GM22	prs140285	Desktop	Parks and Recreation	10/24/2014	ServeIT	12/31/2018
507	140162	JTQDW12	uac140162	Desktop	Accounting	05/08/2013	ServeIT	12/31/2018
556	140171	JTV6X12	dil140171	Desktop	Dillman	05/08/2013	ServeIT	12/31/2018
172	130028	GDPQSW1	uad130028	Desktop	Administration	05/08/2013	ServeIT	12/31/2018
213	140337	H6MLR22	str140337	Desktop	Street	01/20/2015	ServeIT	12/28/2018
338	140098	898TT12	its140098	Desktop	IT	05/08/2013	ServeIT	12/28/2018
1087	140282	234HM22	pln140282	Desktop	Planning	10/24/2014	ServeIT	12/28/2018
498	140153	BJSSX12	ueg140153	Desktop	Engineering	05/08/2013	ServeIT	12/28/2018
158	140161	H9NFX12	uct140161	Desktop	Communication	05/08/2013	ServeIT	12/28/2018

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-05**

**TO DISPOSE OF SURPLUS PERSONAL PROPERTY
OWNED BY THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington Information & Technology Services Department (“ITS”) purchases and provides equipment for City Departments including, but not limited to, computers, computer hard drives, keyboards, monitors, and other computer accessories, which are used by a significant portion of City employees in order to assist the employees in their work on behalf of the City; and

WHEREAS, all of this equipment has limited life cycles; and

WHEREAS, as this equipment becomes inoperable and/or outdated it is returned to ITS by City Departments, and ITS provides those Departments with new replacement equipment; and

WHEREAS, ITS has a large stock of returned equipment which ITS wishes to dispose of as surplus personal property; and

WHEREAS, this equipment is identified in Exhibit A(1) and Exhibit A(2), which are attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Indiana Code § 5-22-22-6, the City of Bloomington Board of Public Works (hereinafter “Board of Public Works”) may determine this equipment to be surplus property and may conduct a private sale or transfer the property without advertising, as there is more than one (1) item, and the value of this inoperable and/or outdated equipment is less than five thousand dollars (\$5,000); and

WHEREAS, ITS has assessed the value of this equipment contained in Exhibits A(1) and A(2) to be less than five thousand dollars (\$5,000); and

WHEREAS, pursuant to Indiana Code § 5-22-22-8, the Board of Public Works is also authorized to consider this equipment worthless, if the value of the equipment is less than the estimated cost of the sale and transportation of the equipment; and

WHEREAS, in considering the expense of labor, equipment and fuel required to organize and transport all of this equipment contained in Attachment A for a sale or transfer, ITS believes that these costs exceed the value of the equipment; and

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

1. The equipment contained in Exhibits A(1), (A)(2) and A(3) are hereby declared to be surplus personal property.
2. The value of the equipment contained in the Exhibits is assessed to be less than five thousand dollars (\$5,000).
3. The costs of transporting this equipment and conducting a private sale exceeds the value of the equipment.

4. The equipment contained in Exhibits A(1) and A(2) is therefore determined to be worthless and, pursuant to Indiana Code § 5-22-22-8, may be demolished, donated or junked.

PASSED AND ADOPTED by the City of Bloomington Board of Public Works this 5th
day of January, 2019.

BOARD OF PUBLIC WORKS

Kyla Cox Deckard
Kyla Cox Deckard, President

Attest: Rick Dietz
Rick Dietz, Director
Information & Technology Services

Beth H. Hollingsworth, Vice President

Dana Palazzo
Dana Palazzo, Secretary

CITY OF BLOOMINGTON Legal Department Reviewed By: <u>Jackie Moore</u> DATE: <u>1.7.19</u>

Resolution 2019-05



Board of Public Works Staff Report

Project/Event: Dedication of public right of way at northeast corner of 10th Street and Range Rd.

Staff Representative: Dan Backler

Date: 1/8/2019

Report: This property is at the northeast corner of 10th Street and Range Road. The portion of dedicated property along Range Road measures approximately 25' wide and follows the centerline of Range Road for approximately 708'. This dedication is part of the new IU Health Hospital project.

Recommendation: Staff recommends approval for the acceptance of this right-of-way dedication.

Recommend **Approval** **Denial by:** Dan Backler

Conveyance of Public Right of Way for and on behalf of Regency Fountain Park LLC,
this 11 day of December, 2018.

My Commission Expires: 9/9/20

County of Residence: Champaign

Sarah Siuts
Signature of Notary Public

Sarah Siuts
Printed Name of Notary Public

Send Tax Statements to:
City of Bloomington
P. O. Box 100
Bloomington, IN 47402



EXHIBIT A
RANGE ROAD/FOUNTAIN PARK
RIGHT-OF-WAY DEDICATION
JOB NUMBER 2169

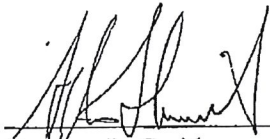
A part of the east half of the Northwest Quarter of Section 35, Township 9 North, Range 1 West, Monroe County, Indiana and being more particularly described as follows:

BEGINNING at the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 35; thence NORTH 00 degrees 46 minutes 22 seconds West concurrent with the west line of said quarter quarter section 708.58 feet; thence NORTH 88 degrees 57 minutes 46 seconds East 24.89 feet; thence SOUTH 01 degree 02 minutes 13 seconds East a distance of 709.11 feet to the south line of said quarter quarter section; thence NORTH 89 degrees 56 minutes 57 seconds West concurrent with said south line 28.17 feet to the Point of Beginning, containing 0.432 acres, more or less.

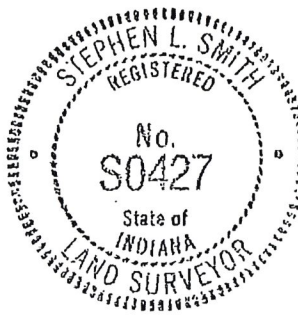
This certification does not take into consideration additional facts that an accurate and correct title search and/or examination or field survey might disclose.

Subject to the above reservation, I hereby certify that the survey work performed on the project shown hereon was performed either by me or under my direct supervision and control and that all information shown is true and correct to the best of my knowledge and belief.

Certified this 5th day of March, 1994.



Stephen L. Smith
Registered Land Surveyor No. S0427
State of Indiana



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

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1/4/2019	Payroll				396,103.18
					<u>396,103.18</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 **\$ 396,103.18**

Dated this 8th day of January year of 2019.

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

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

Fiscal Officer _____



Board of Public Works Staff Report

Project/Event: Approval of Consulting Services Contract with Strand Associates, Inc. for the City-Wide Guardrail Assessment Project

Petitioner/Representative: Planning and Transportation Department

Staff Representative: Matt Smethurst

Date: 1/8/2019

Report: This project will involve conducting a field review to evaluate the existing guardrail in the City's jurisdiction and providing recommendations regarding which sections of guardrail should be prioritized for replacement. Strand Associates, Inc. was selected from 3 firms that responded to a Request for Information to perform engineering services for this project. The total contract amount for these services is set at \$35,000.

Recommendation and Supporting Justification: Staff recommends that the Board approve the Consulting Services Contract with Strand Associates, Inc. for the City-Wide Guardrail Assessment Project.

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

PROJECT NAME: City-Wide Guardrail Assessment

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this 8th day of January, 2019, by and between the City of Bloomington Planning and Transportation Department through the Board of Public Works (hereinafter referred to as "Board"), and Strand Associates, Inc.®, (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts to receive design services necessary for future construction of guardrail replacements at various locations in the City; and

WHEREAS, the Board requires the services of a professional engineering consultant in order to perform tasks including conducting a field review of existing guardrail, reviewing the existing guardrail conditions and providing replacement considerations to the Board, developing opinions of probable construction cost, preparing an existing guardrail report, and preparing Bidding Documents for guardrail repairs and replacements, which shall be hereinafter referred to as "the Services"; and

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

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

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

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

Consultant shall diligently pursue its Services under this Agreement and shall complete the Services as described in Exhibit A in a timely manner. Consultant shall perform all Services as

expeditiously as is consistent with professional skill and care and the orderly progress of the Services.

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

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Consultant's profession in the location and at the time of the rendering of the services. Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstance.

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid, including fees and expenses, shall not exceed the amount of **Thirty-Five Thousand Dollars (\$35,000.00)**. This sum includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the Services completed only.

Additional assignments or additional services not set forth in Exhibit A, changes in Services, or incurred expenses in excess of the rates set forth in Exhibit B must be authorized in writing by the Board or the Board's designated representative prior to such Services being performed, or expenses incurred. The Board shall not make payment for any unauthorized Services or expenses. Claims for additional Services or expenses must be submitted within forty-five (45) days of the completion of the Services or expenditure, and must be accompanied by a statement of itemized costs.

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

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

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

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

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

Article 9. Cost Estimates: All estimates of construction cost to be provided by Consultant shall represent the best judgment of Consultant based upon the information currently available and

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

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

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

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

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

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

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

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

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

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

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

to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

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

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

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

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

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

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

any such conflict between such governmental agencies, and shall notify the Board in a timely manner of the conflict, attempts of resolution, and planned course of action.

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

Board:

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

Consultant:

Strand Associates, Inc.®
Attn: William Z. Hawkins, P.E.
629 Washington Street
Columbus, IN 47201

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

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

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

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

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

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

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

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

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

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

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

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

Owner

City of Bloomington
Board of Public Works

By: _____
Kyla Cox Deckard, President

By: _____
Beth H. Hollingsworth, Vice President

By: _____
Dana Palazzo, Secretary

By: _____
Philippa M. Guthrie, Corporation Counsel

Consultant

Strand Associates, Inc.®

Philip E. Budde
President/Chief Executive Officer

EXHIBIT A
SCOPE OF ENGINEERING SERVICES

The guardrail will be reviewed and designed in accordance with the guardrail guidelines as described in Chapter 49 of the Indiana Design Manual (IDM) and related Design Memorandums, the current Indiana Department of Transportation (INDOT) Standard Drawings, and the 2018 Indiana Standard Specifications.

The Scope of Services for this Agreement include the following tasks for up to 52 individual sites:

- Existing Guardrail Field Review
- Review and Preliminary Considerations
- Limited Topographic Survey
- Final Guardrail Report
- Bidding Documents

A. Existing Guardrail Field Review

This task includes activities related to gathering and cataloguing data regarding the City's existing guardrail. Specific tasks include:

1. Develop a map of up to 50 existing locations in accordance with the City's guardrail inventory spreadsheet.
2. Conduct a field visit to the sites to gather data. A complete inspection of the existing guardrail is not included. The existing guardrail will be observed to review the general condition, apparent object or condition being shielded, roadway offset, post spacing, height, existing end treatment types, and general conformance with current INDOT standard drawings and specifications.
3. Document the existing guardrail with at least one digital photograph and collect a GPS data point at the begin and end of each guardrail location.

B. Review and Preliminary Considerations

This task includes activities related to reviewing the previously collected field data and prioritizing replacement considerations. Specific tasks include:

1. Prepare the existing guardrail inventory and conditions matrix.
2. Prepare guardrail length of need calculations or drawings (when necessary).
3. Prioritize replacement options.
4. Develop an opinion of probable construction cost.

C. Limited Topographic Survey

This task includes activities related to collecting and gathering the existing conditions at the existing guardrail locations. Specific tasks include:

1. Utilize a survey-grade GPS to collect side slope and/or obstacle location data.
2. Review the collected data in combination with guardrail warrants and length of need calculations.

D. Final Guardrail Report

This task includes preparation of a final Guardrail Report. Specific tasks include the following:

1. Finalize the existing guardrail inventory and conditions matrix.
2. Develop and prioritize the guardrail replacement list.
3. Develop a brief report summarizing the findings.
4. Provide a Shapefile of the existing guardrail locations to the City compatible for inclusion in their GIS system.

E. Bidding Documents

This task includes preparation of drawings and supporting documents necessary for the City to solicit quotes from contractors. Specific tasks include the following:

1. Develop a guardrail replacement typical cross section.
2. Prepare a table for the proposed replacements, opinion of probable construction cost, and technical specifications.

SCOPE CLARIFICATIONS

- Consultant will work with the City to develop the guardrail inventory and conditions matrix.
- A maximum of four days of guardrail field reviews with a two-person team are included in the Scope of Services.
- Consultant will meet with the City to review the preliminary considerations and results of Tasks A through C for North Walnut Street, a priority location identified by the City. The consultant will then proceed with services for North Walnut Street and the remaining locations as directed by the City.
- A maximum of two days of limited topographic survey data collection is included in the Scope of Services.
- Services will be performed only at up to 50 existing guardrail locations plus two locations as requested by the City. The two locations included that currently do not feature guardrail are:
 1. The south side of West Bloomfield Road immediately east of West Allen Street.

2. North Dunn Street from East Lakewood Drive to the Griffy Reservoir dam.
- Additional services such as site grading and drainage design are not included in the Scope of Services.
 - No permitting, environmental or agency reviews are included in the Scope of Services.
 - Front end contracting documents will be provided by the City. The front end documents will require the contractor to name Consultant as an additional insured on contractor's General Liability and Automobile Liability insurance policies and to indemnify Consultant to the same extent that the contractor insures and indemnifies the City.

**EXHIBIT B
COMPENSATION**

This project is to be conducted on a Lump Sum basis with an agreed Maximum Cost of Thirty-Five Thousand Dollars (**\$35,000.00**). In the event that additional services are needed, additional compensation will be determined using the following rates. Additional services will only proceed with prior written approval from the Board or Planning and Transportation Department officials designated by the Board as project coordinator(s).

	<u>Hourly Billing Rates</u>
Project Manager	\$185
Lead Project Engineer	\$132
Project Field Engineer	\$100
Principal	\$222
Quality Control	\$235
Professional Surveyor	\$113

EXHIBIT C
ESTIMATED PROJECT SCHEDULE

MILESTONE	ESTIMATED DATE	COMMENTS
Initial Guardrail Field Review	January 18, 2019	
Preliminary Considerations	February 1, 2019	
Final Review For All Locations	March 1, 2019	
Final Report	March 22, 2019	
Bidding Documents	April 5, 2019	
Project Letting	May 2019	Scheduled by City

**EXHIBIT D
KEY PERSONNEL**

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

<u>Position/Responsibility</u>	<u>Name</u>
Project Manager	Marc A. Rape, P.E.
Lead Project Engineer	Jason M. Hoy, P.E.
Project Field Engineer	Zachary Ruehman
Principal	William Z. Hawkins, P.E.
Quality Control	Joseph M. Bunker, P.E.
Professional Surveyor	Jacob E. Fitzsimmons, P.E., PLS

EXHIBIT E
AFFIDAVIT REGARDING E-VERIFY

STATE OF WISCONSIN)
) SS:
COUNTY OF DANE)

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

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

Philip E. Budde
President/Chief Executive Officer

STATE OF WISCONSIN)
) SS:
COUNTY OF DANE)

Before me, a Notary Public in and for said County and State, personally appeared Philip E. Budde and acknowledged the execution of the foregoing this _____ day of _____, 2019.

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____

**EXHIBIT F
NON-COLLUSION AFFIDAVIT**

STATE OF WISCONSIN)
) SS:
COUNTY OF DANE)

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 _____, 2019.

Strand Associates, Inc.®

By: _____
Philip E. Budde
President/Chief Executive Officer

STATE OF WISCONSIN)
) SS:
COUNTY OF DANE)

Subscribed and sworn to before me this _____ day of _____, 2019

Notary Public

Printed name

My Commission Expires: _____
County of Residence: _____



Board of Public Works Staff Report

Project/Event: Request to encroach into the public right of way for construction 1799-1811 E 10th Street (Crosstown Shopping Center)

Staff Representative: Dan Backler

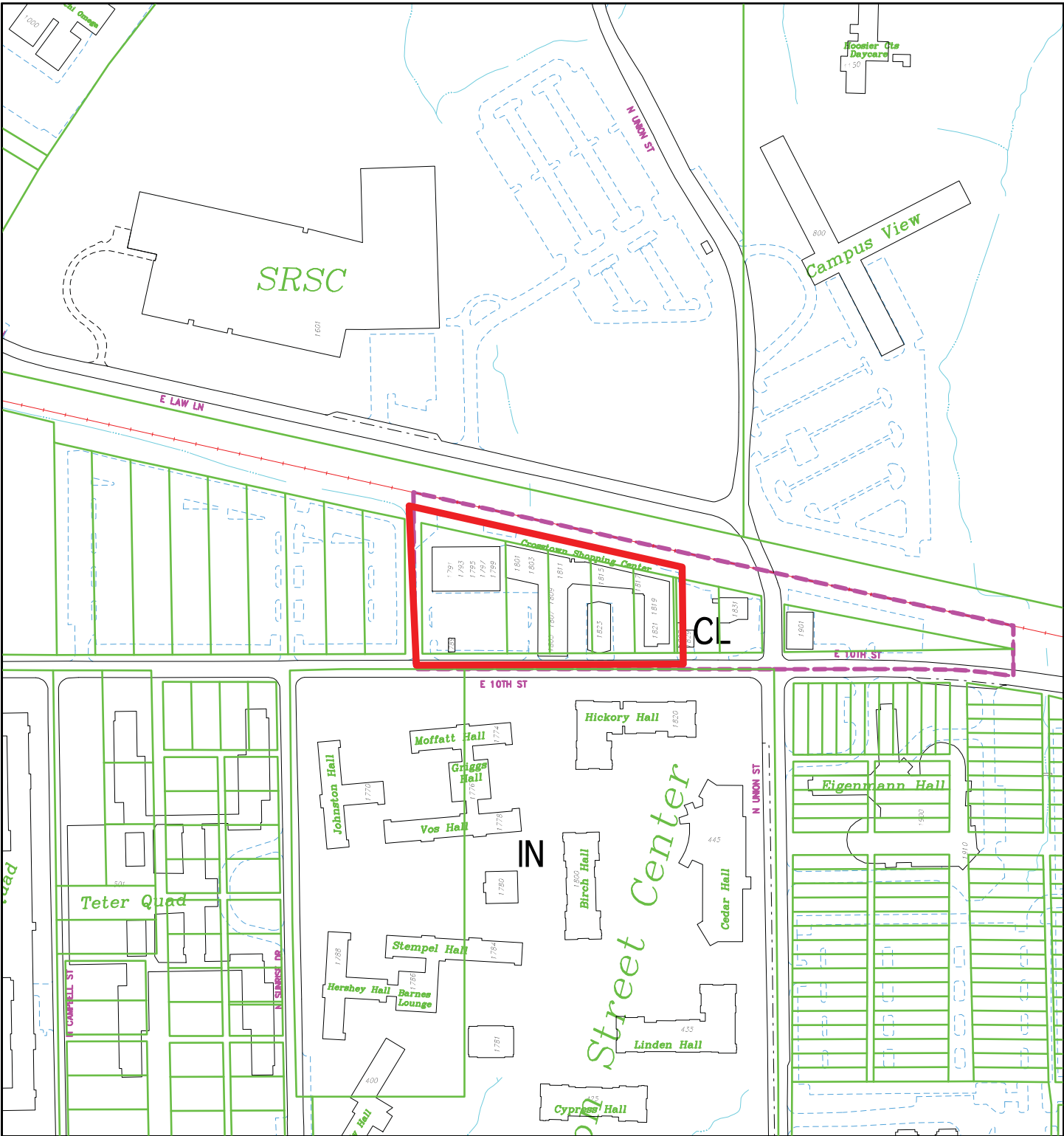
Petitioner/Representative: Petitioner: John W. Wilhite, Indiana University Foundation
Representative: Tim Hanson, WS Property Group

Date: 1/8/2019

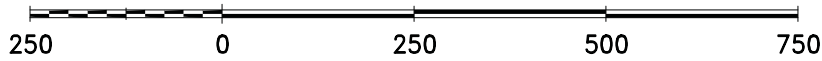
Report: WS Property Group is proposing the construction of a building at 1799-1811 E 10th Street. Construction will include the construction of a parking lot which will generally fit in the footprint of the existing parking lot, which currently encroaches into the City's right-of-way and has since the development was originally built. Staff sees no reason that the new development shouldn't continue to use this portion of right-of-way and feels that an encroachment resolution is required for use of this portion of right-of-way. There are also existing sidewalks, steps and utilities that we wish to be covered by this resolution.

Recommendation and Supporting Justification: The encroachment is typical of this type of condition and represents a solution that is in the best interests of the development and the City. A resolution has been prepared by city staff which will need to be signed by the owner of the property. Staff recommends approval of the encroachment.

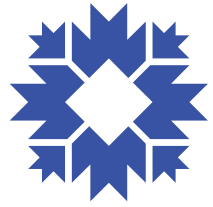
Recommend **Approval** **Denial by** _____ Dan Backler _____



By: scanlanj
27 Jul 18



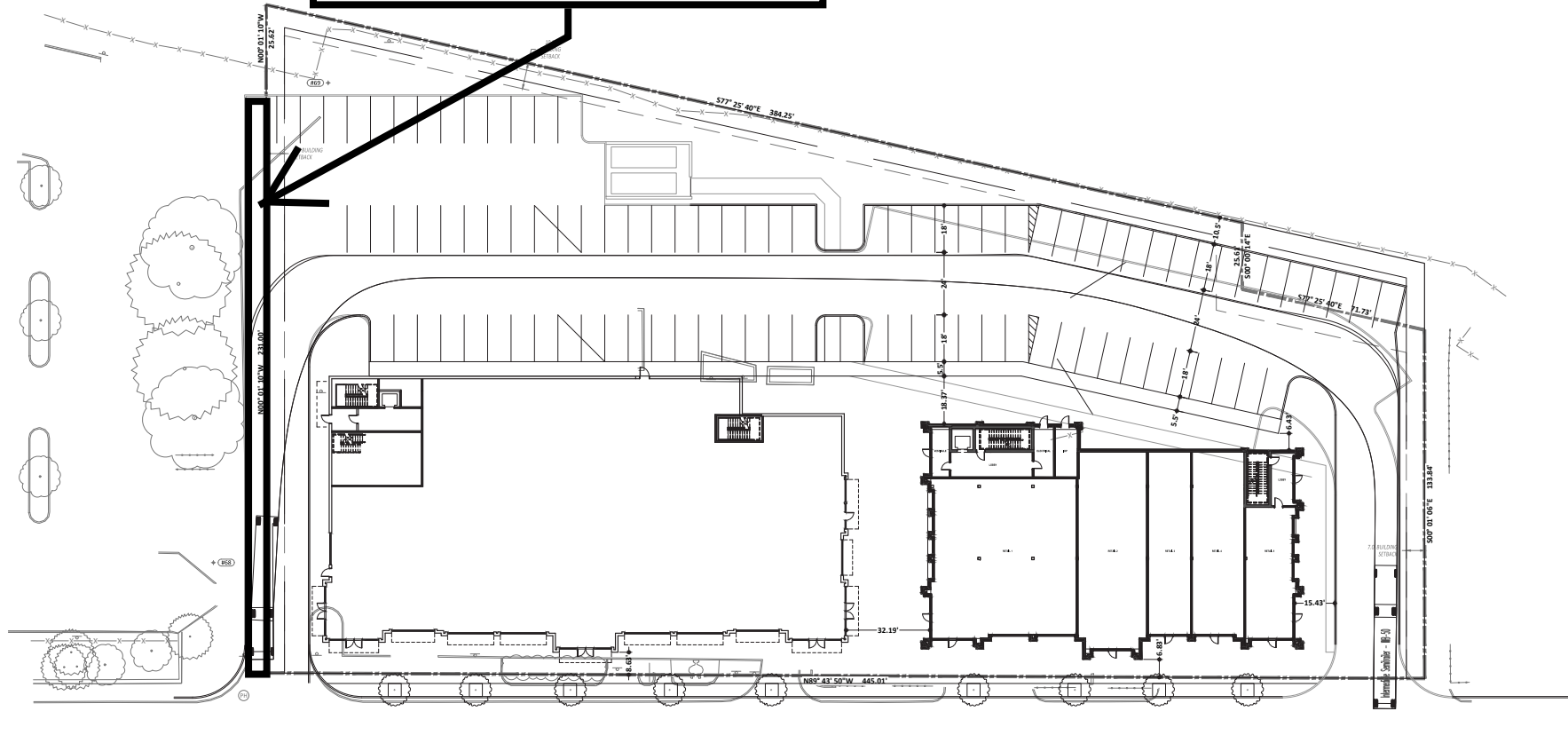
City of Bloomington
Planning & Transportation



Scale: 1" = 250'

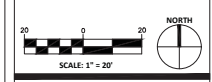
For reference only; map information NOT warranted.

A PORTION OF THE PROPOSED ASPHALT PARKING LOT ENCRUCHING INTO RIGHT-OF-WAY



BRCJ
1351 West Tapp Road
Bloomington, Indiana 47403
Phone: 812.336.8277
Fax: 812.336.0817
www.brcjwi.com
BLOOMINGTON BEDFORD PAOLI

CROSTOWN SHOPPING CENTER
Bloomington Indiana
BRCJ Project No: 9747
SITE IMPROVEMENT PLAN



Date: 07-25-2018 Issue: PRELIMINARY SITE PLAN

REVISION SCHEDULE		
Rev. #	Rev. Description:	Issue Date

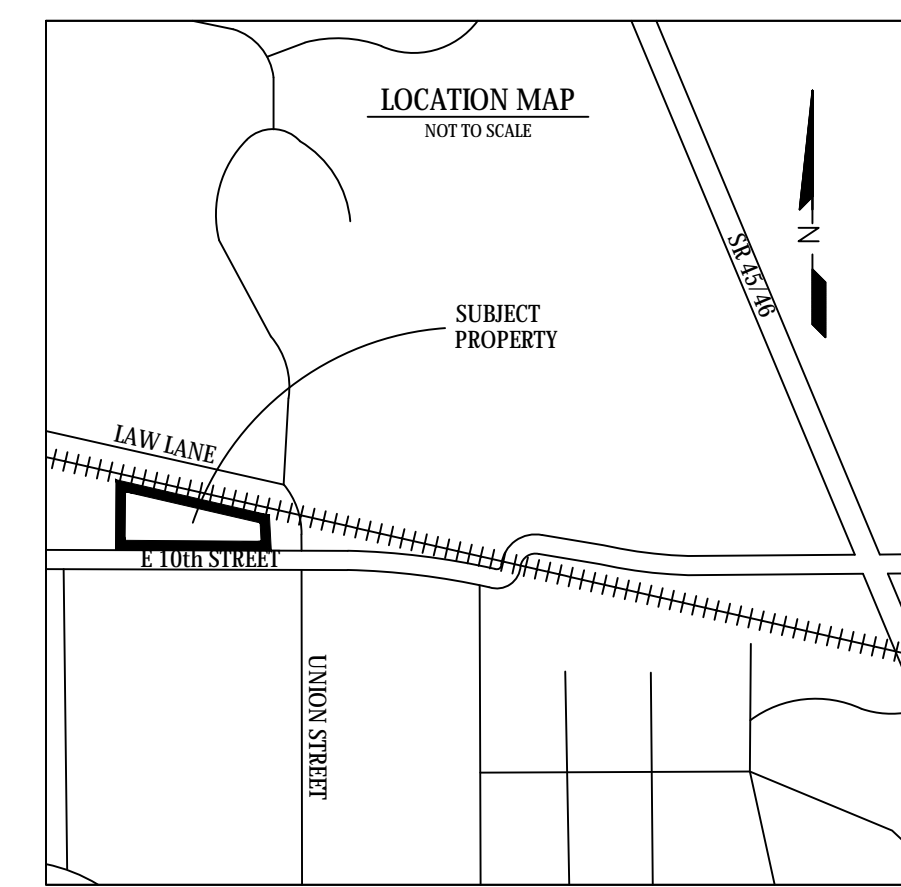
Drawn By: XXX
Designed By: XXX
Checked By: XXX

C401

LEGEND:

- ▲ YARD LIGHT
- LIGHT POLE
- SIGNAL POLE
- UTILITY POLE
- GUY WIRE
- CATCH BASIN
- CURB INLET
- ELECTRIC MH
- MANHOLE
- PHONE MH
- SANITARY MH
- SIGNAL MH
- STEAM MH
- STORM MH
- WATER METER
- ELEC. METER
- CLEANOUT
- WATER MH
- FIRE HYDRANT
- SPR. HOOKUP
- SPRINKLER
- WATER VALVE
- FIRE MAIN POST
- STEAM VAULT
- VALVE VAULT
- FENCE
- GUARDRAIL
- OVERHEAD WIRES
- UNDER ELEC.
- GAS LINE
- SAN SEWER LINE
- STORM SEWER LINE
- UNDER TELEPHONE
- EXISTING WATER LINE
- CHILLED WATER LINE
- R.O.W. MON.
- MONITORING WELL
- BOLLARD
- BORE HOLE
- DOWNSPOUT
- GATE POST
- POLE
- PARKING METER
- SPIGOT
- T-POST
- WOOD POST
- PARKING SPACES
- TRANSFORMER
- ELEC. VAULT
- GAS METER
- GAS VALVE
- GAS RISER-BOX
- PROP. TANK
- MAILBOX
- PARKING BLOCK
- POST
- SHRUB
- FD AXLE
- FD BRASS DISK
- FD CUT GIN SPIDLE
- FD CHISELED X
- SET CHISELED X
- SET DRILL HOLE
- FD HARRISON MON.
- SET HARRISON MON.
- SET HUB/TACK
- FD REBAR
- SET REBAR
- FD MAG NAIL
- SET MAG NAIL
- FD NAIL
- SET NAIL
- FD PIPE
- FD RR SPIRE
- SET RR SPIRE
- FD STONE
- RECORDED B&D
- MEASURED B&D
- CALCULATED B&D
- PROPORTIONAL DIST.
- A.G.
- ABOVE GROUND
- BELOW GROUND
- DECID. TREE
- CONIF. TREE
- PHONE VAULT
- PHONE RISER-BOX
- TV RISER-BOX
- ELEC. RISER-BOX
- AC UNIT

ALTA / NSPS LAND TITLE SURVEY
 A PART OF THE NW ¼ OF SECTION 34, T9N, R1W AND
 RAY ROGERS ADDITION, CITY OF BLOOMINGTON
 MONROE COUNTY, INDIANA.



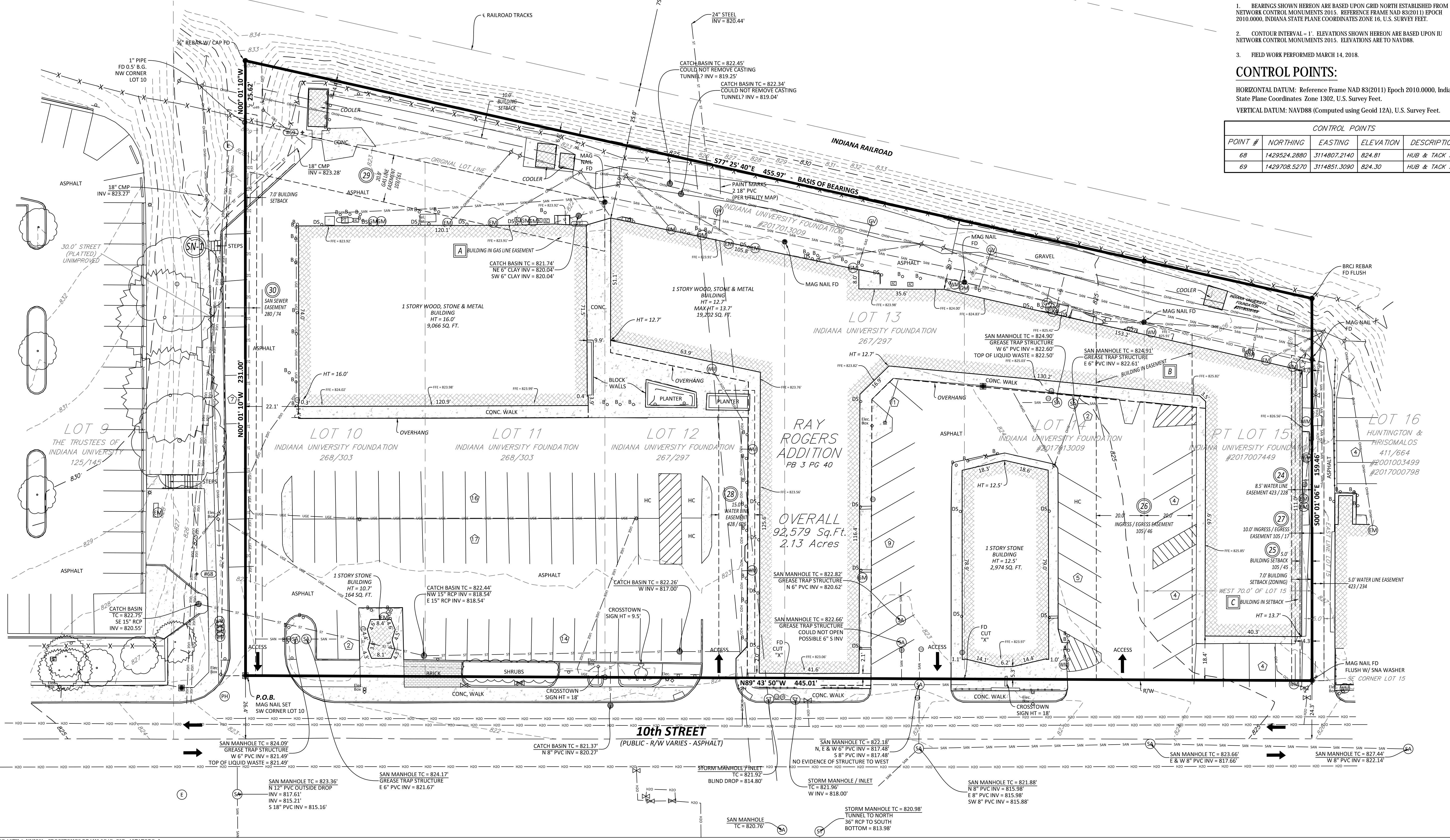
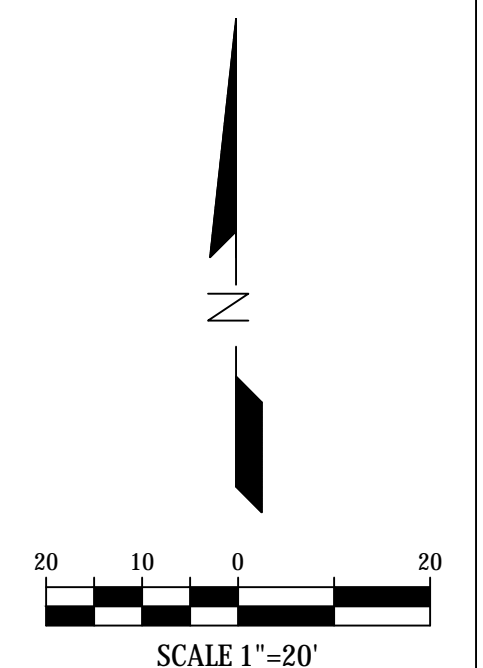
NOTES:

- BEARINGS SHOWN HEREON ARE BASED UPON GRID NORTH ESTABLISHED FROM IU NETWORK CONTROL MONUMENTS 2015. REFERENCE FRAME NAD 83(2011) EPOCH 2010.0000, INDIANA STATE PLANE COORDINATES ZONE 16, U.S. SURVEY FEET.
- CONTOUR INTERVAL = 1'. ELEVATIONS SHOWN HEREON ARE BASED UPON IU NETWORK CONTROL MONUMENTS 2015. ELEVATIONS ARE TO NAVD88.
- FIELD WORK PERFORMED MARCH 14, 2018.

CONTROL POINTS:

HORIZONTAL DATUM: Reference Frame NAD 83(2011) Epoch 2010.0000, Indiana State Plane Coordinates Zone 1302, U.S. Survey Feet.
 VERTICAL DATUM: NAVD88 (Computed using Geoid 12A), U.S. Survey Feet.

CONTROL POINTS				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
68	1429524.2880	3114807.2140	824.81	HUB & TACK SET
69	1429708.5270	3114851.3090	824.30	HUB & TACK SET



BRCJ
 Blodose Riggert Cooper James
 LAND SURVEYING - CIVIL ENGINEERING - GIS
 951 West Tapp Road Bloomington, Indiana 47403
 Phone: 812-336-9277 Email: jmb@brcjllc.com

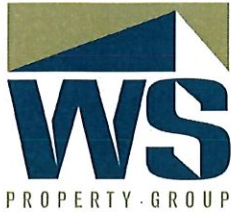
CROSTOWN SHOPPING CENTER
BLOOMINGTON, INDIANA
 FOR
WS PROPERTY GROUP

SURVEYED BY: C.M.
 DRAWN BY: B.S.I.
 CHECKED BY: M.L.J.
 DATE: SEPTEMBER 10, 2018

ALTA / TOPO SURVEY

SHEET **2** OF **3**

PROJECT NO. **9747**



October 10, 2018

Dan Backler
Public Improvement Manager
City of Bloomington
Planning and Transportation Dept
401 N. Morton Street
Bloomington, IN 47404

Mr. Backler:

Crosstown Redevelopment Holdings, LLC as Developer in conjunction with Indiana University Foundation (IUF) is in the process redeveloping the Crosstown Shopping Center located on E 10th Street. The proposed plan will be implemented in two phases with the eastern building being constructed first and the western building thereafter.

The project moves the buildings forward to the street having the parking field in the rear. The redevelopment will eliminate two drive cuts onto E 10th street only having access points on the east and west ends of the project. The western drive cut is located in the same location as the current drive cut.

The current drive cut and associated sidewalk was approved and installed in 1981 with the original construction of Crosstown II commercial building. The developer nor the City has been able to locate any encroachment agreement for the improvements that reside in the 30 foot right of way that extends from 10th Street to the railroad right of way to the north. The proposed drive for the Redevelopment is in the same location as the existing.

To date, Crosstown Redevelopment has received approvals from the City of Bloomington Plan Commission as well as the City of Bloomington Board of Zoning Appeals.

We would respectfully request that the Board of Public works allow this encroachment to continue to provide access to the property.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tim Hanson', written in a cursive style.

Tim Hanson



INDIANA UNIVERSITY FOUNDATION

October 9, 2018

Dan Backler
Public Improvement Manager
City of Bloomington
Planning and Transportation Dept
401 N. Morton Street
Bloomington, IN 47404

Mr. Backler:

The Indiana University Foundation, Inc. ("IUF") is in the process of redevelopment of the Crosstown Shopping Center located generally at 1799-1811 E 10th Street, in Bloomington, Indiana (the "Property"). Crosstown Redevelopment Holdings, LLC (the "Developer") is managing demolition and construction of the improvements and it is planned that the Developer will manage the Property following demolition.

IUF has provided consent to the City of Bloomington for the Developer to obtain approval of the Development Plan from the City for the Property. To date, Crosstown Redevelopment has received approvals from the City of Bloomington Plan Commission as well as the City of Bloomington Board of Zoning Appeals.

The Developer has informed IUF that some of the improvements (both existing and planned) to the Property do or will reside in a public right of way. Please accept this letter as a formal delegation of authority from IUF to allow the Developer to take all action necessary in order to obtain appropriate approvals from the City of Bloomington for these encroachments.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

John W. Wilhite
Assistant Vice President
Real Estate, Personal Property & Insurance
O: 812-855-8375
E: jowilhit@iu.edu

FOR ALL

The Indiana University Bicentennial Campaign

**BOARD OF PUBLIC WORKS
RESOLUTION 2019-01**

Encroachments at 1799-1811 E 10th Street

WHEREAS, The Indiana University Foundation, (“Owner”), owns the real property located at 1799-1811 E 10th Street, Bloomington, Indiana, more particularly described in a deed recorded as Instrument No. 2017013009 in the Office of the Recorder of Monroe County, Indiana, (“Property”); and

WHEREAS, the City of Bloomington (“City”) has authority pursuant to IC 36-9-2-5 to establish, vacate, maintain, and operate public ways, including airways over sidewalks; and

WHEREAS, the current parking lot, sidewalk, utilities and concrete steps shown in Exhibit B have encroached into City right-of-way for decades without issue; and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: a portion of paved asphalt parking lot approximately 8’-0” east-west by 215’-0” north-south;

NOW, THEREFORE, BE IT RESOLVED that the City of Bloomington agrees not to initiate any legal action against Owner for the installation of the above described encroachments over and upon the public right of way, provided that:

1. Owner shall be allowed to utilize said portion of right-of-way for the installation the portion of parking area depicted in Exhibit A, and owner shall be allowed to continue to utilize said portion of right-of-way for the existing sidewalk, utilities, and concrete steps shown in Exhibit B.
2. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
3. The encroachments shall not deviate from the design which is depicted in Exhibit A of this Resolution. Exhibits A and B are attached hereto and incorporated herein.
4. This Resolution is not intended to relieve Owner of any provisions of any applicable zoning or other ordinance or statute that may apply to the property.

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

expressly acknowledges that this agreement is intended to be as broad as permitted by law, and, if any portion thereof is not found to be enforceable, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

- 11. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by The Indiana University Foundation; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
- 12. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. The Indiana University Foundation expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
- 13. James P. Perin, as Senior Vice President and Chief Financial Officer, and John W. Wilhite, as Assistant Vice President, Real Estate, Personal Property and Insurance of The Indiana University Foundation, agree by signing that they have full power by proper action to enter into this agreement and have authority to do so.

Signed this 8th day of January, 2019.

Board of Public Works

The Indiana University Foundation

Kyla Cox Deckard, President

James P. Perin, Senior Vice President and Chief Financial Officer

Beth H. Hollingsworth

John W. Wilhite,
Assistant Vice President, Real Estate,
Personal Property and Insurance

Dana Palazzo

Date

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, Kyla Cox Deckard, Beth H. Hollingsworth and Dana Palazzo, members of the Bloomington Board of Public Works, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2019.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

Printed Name

County of Residence: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, James P. Perin, Senior Vice President and Chief Financial Officer of The Indiana University Foundation, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2018.

Witness my hand and official seal

Notary Public Signature

My Commission expires: _____

Printed Name

County of Residence: _____

STATE OF INDIANA)
) SS:
COUNTY OF _____)

Before me, the undersigned a Notary Public in and for said county and state, personally appeared, John W. Wilhite, Assistant Vice President, Real Estate, Personal Property and Insurance of The Indiana University Foundation, and acknowledged the execution of the foregoing instrument this _____ day of _____, 2019.

Witness my hand and official seal	_____
	Notary Public Signature
My Commission expires: _____	_____
County of Residence: _____	Printed Name

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

This document prepared by Jacquelyn F. Moore, Attorney at Law, Bloomington, Indiana.



Board of Public Works Staff Report

Project/Event: Request to extend use of public right-of-way to close E. 13th Street from N. Woodlawn Avenue to N. Fess Avenue

Staff Representative: Liz Carter

Petitioner/Representative: Weddle Brothers Building Group, LLC

Date: January 8, 2019

Report: Weddle Brothers has been contracted by IU to perform a renovation on the building located at 802 E. 13th Street. Weddle was approved by the Board to close 13th Street for 5 weeks, beginning September 24th and lasting until October 26th, and open the street only for weekends. Weddle has received a couple of extensions from the Board, the last of which ended January 4th, 2019.

Weddle is requesting to extend the street closure through January 31st 2019 to facilitate final construction activities. Indiana University has issued Weddle a change order that included a time extension, and in turn, Weddle is requesting a time extension to the street closure. Indiana University is fully supportive of the extension to the closure of 13th Street.

Recommendation and Supporting Justification: Staff appreciates both Weddle and IU keeping the Board updated as to the progress of this project and any associated right-of-way requests. Staff recommends approval of the extension of right-of-way use through January 31, 2019.

Recommend **Approval** **Denial** by Liz Carter



City of Bloomington

Public Works Department

401 N Morton Street, Suite 120
P.O. Box 100
Bloomington, IN 47402

Phone: (812) 349-3410
Fax: (812) 349-3520
Email: Public.Works@bloomington.in.gov

Street or Traffic Lane Closure Permit Application

(Applications are required at least 2 business days before work begins)

Location: E. 13th Street N. Woodlawn Ave N. Fess Ave
(Street) (From) (To)

Type of Closure (check all that apply): Maintenance of Traffic (MOT) Plan Required for ALL

- Complete Street Closure
- One Traffic Lane
- 2 or more Traffic Lanes
- Alley
- Sidewalk/Multiuse Path/Trail
- Bike Lane
- Parking Lane

Reason for Closure: Work on Sidewalk/Multiuse Path/Trail Work in Street

Loading and Unloading Utility Work Special Event Work on Private Property

For the safety of construction activities (utilities, site grading, and front canopy)

Other: installation of new IU Fine Arts building.

Date(s) of Closure: From 1/9/18 To 01/31/19
> 2 weeks? Yes No

Start Time: 7 : 00 a.m. / p.m.
End Time: 5 : 30 a.m. / p.m.

Overnight Closure Required: Yes No

The applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said permit issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, permit conditions and State statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval. (6) I will have the approved permit, MOT plans, and work plans (or copies) on the job site at all times. (7) I agree to indemnify and to hold the City of Bloomington or any of the City's agents or employees harmless for any and all actions, losses or claims arising from the negligent act or omission by the party requesting this permit. (8) I agree that it shall be the responsibility of the party closing a street, traffic lane, alley, parking lane, bike lane, sidewalk, multiuse path or trail to provide all necessary signage and traffic control devices and that all signage and traffic control devices must adhere to, and be placed in accordance with, the Manual of Uniform Traffic Control Devices (MUTCD) and INDOT Standards, and I agree to make all appropriate notifications to Emergency Services, and any organization designated by the City of Bloomington Public Works Department. (A notification list is available from the Public Works Department). This permit is not valid and work is not permitted until signed by the agent of the City Public Works Department.

Applicant Information:

Name or Organization: Weddle Brothers Building Group, LLC

Contact Person (Printed Name): Ryan Nicholson

Contact Email: rnicholson@weddlebros.com Contact Phone No.: 812-320-4643

Signature: *Ryan Nicholson* Date: 12/14/18

For Office Use Only

Approved By: _____ Dept.: _____ Date: _____

Approved By: _____ Dept.: _____ Date: _____

Ryan Nicholson

From: Walls, Gary D <gwalls@indiana.edu>
Sent: Friday, December 14, 2018 9:11 AM
To: Ryan Nicholson
Subject: RE: 13th Street Closure for IU Fine Arts

Ryan

Indiana University supports Weddle Bros. request to extend 13th street road closure until Jan. 31st 2019.

Thank you,

Gary Walls-UAO

From: Ryan Nicholson <rnicholson@weddlebros.com>
Sent: Friday, December 14, 2018 9:07 AM
To: Walls, Gary D <gwalls@indiana.edu>
Cc: Payne, Courtney A <coapayne@indiana.edu>
Subject: 13th Street Closure for IU Fine Arts

Gary,

With the extended Substantial/Building completion date of January 31st, I would like to extend our street closure permit for the 13th street at IU Fine Arts through the end of January. The city is asking if I can get an email from you, stating that IU supports the continued closure of 13th street for the IU Fine Arts project. If you can get this to me, I will get it submitted for board approval.

Thank You,

Ryan Nicholson

Project Manager



Cell: 812-320-4643 | Office: 812-339-9500 | www.weddlebros.com



CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. If you are not the intended recipient, you may NOT use, disclose, copy or disseminate this information. Please contact the sender by reply e-mail immediately and destroy all copies of the original message including all attachments. Your cooperation is greatly appreciated. Weddle Bros. Construction Companies, P.O. Box 1330 Bloomington, IN 47402.



Board of Public Works Staff Report

Project/Event: Request an agreement for the encroachment of a parking lot and all associated objects at 1325 E. Short Street

Staff Representative: Liz Carter

Petitioner/Representative: B-town Co-housing, LLC

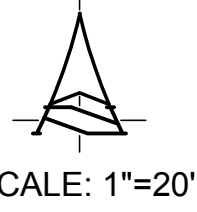
Date: January 8, 2019

Report: B-town Co-housing, LLC owns property at the intersection of Maxwell and Short Streets and plans to build a co-housing development there. The development has received necessary approvals and is moving towards the construction phase. Before a grading permit can be issued for a planned parking lot which will be in the right-of-way, an encroachment agreement is required.

The encroachment agreement includes the parking lot and the objects associated with the parking lot, such as signs and sidewalks, which will be encroaching. There is an expectation that, if the installation of the parking lot changes materially from the exhibit attached to the agreement, as-builts will be provided and the encroachment amended.

Recommendation: Staff recommends approval of the encroachment agreement and reminds the petitioner to be sure to obtain necessary permits throughout the duration of the project.

Recommend **Approval** **Denial** by _____ Liz Carter



ENCROACHMENTS EXHIBIT
 SHORT STREET RIGHT OF WAY
 B-TOWN CO-HOUSING PUD

Date: --/--/---

Project No: #####

BFA
 BYNUM FANYO & ASSOCIATES, INC.
 528 North Walnut Street
 Bloomington, Indiana 47404
 Phone (812)332-8030 Fax (812)339-2990

**BOARD OF PUBLIC WORKS
RESOLUTION 2019- 02**

Encroachment with Parking Lot and Associated Objects

WHEREAS, B-town Co-housing, LLC (hereinafter “Owner”) owns the real property at 1325 E. Short Street, 2005 S. Maxwell St, and 1280 E. Short Street, which real estate is more particularly described in a deed recorded as Instrument No. 2017017340 in the Office of the Recorder of Monroe County (Hereinafter “Property”); and

WHEREAS, Owner has requested that it be allowed to install the following encroachments over and upon the public right of way adjacent to its business: one (1) parking lot with all associated objects. The objects will include approximately fifteen (15) bumper blocks, five (5) street lights, one (1) stop sign, one (1) trash enclosure, two (2) trail signs, and portions of sidewalk, path, and curb.

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

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

1. Owner agrees to maintain the described encroachments and to keep them in a safe and good condition.
2. The encroachments shall not materially deviate from the design which is depicted in Exhibit A of this Resolution. Exhibit A is attached hereto and incorporated herein.

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

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

10. This Resolution shall be effective upon the following: (a) passage by the Board of Public Works; (b) written acceptance by B-town Co-housing, LLC; and (c) the return of a copy of the recorded Resolution to the Department of Planning and Transportation, which must include the Monroe County Recorder's file information.
11. This Resolution shall run with the land and shall bind the Owner and its successors and assigns. B-town Co-housing, LLC, expressly consents to the provisions of this Resolution on its own behalf and on behalf of its successors and assigns.
12. Loren Wood, of B-town Co-housing, LLC, agrees by signing that he has full power by proper action to enter into this agreement and has authority to do so.

Board of Public Works

B-town Co-Housing, LLC

By: _____
Kyla Cox Deckard

By: _____
Loren Wood

By: _____
Beth H. Hollingsworth

Date: _____

By: _____
Dana Palazzo

Date: January 8, 2019

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

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

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

STATE OF INDIANA)
) SS:
COUNTY OF MONROE)

Before me, a Notary Public in and for said County and State, personally appeared Loren Wood, of B-town Co-housing, LLC who acknowledged the execution of the foregoing Resolution as his voluntary act and deed.

WITNESS, my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____
Notary Public Signature

Resident of _____ County
Printed Name

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

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



**City of Bloomington
Department of Public Works
Planning and Transportation Department**

**Agreement for Installation and Maintenance of
Unlighted Neighborhood Signage in the Public Right of Way**

Specific location(s) for signage: Blue Ridge neighborhood entry way triangle garden (with large iron gate) on the east side of N. Walnut St. at E. Blue Ridge Dr. This Agreement between the City of Bloomington Department of Public Works and/or the Planning and Transportation Department (hereafter “City”) and Blue Ridge Neighborhood Association (represented by member Jillian Kinzie) (hereinafter “Applicant”) is to provide a means of installing signage at the location(s) provided above to identify and highlight the neighborhood.

An Excavation Permit is required prior to sign installation. Application for an Excavation Permit shall be made with the Planning and Transportation Department. No Excavation Needed

The Applicant identified below shall obtain written approval from the City prior to purchasing neighborhood signs. The City shall review all proposed signs and sign location(s) for such factors as potential sight obstructions and compliance with the Indiana Manual on Uniform Traffic Control Devices (MUTCD) prior to approving the purchase of sign(s) and sign location(s).

City streets which are subject of a Neighborhood Sign Agreement shall be required to install “public signs”, as said term is defined by Title 20 of the Bloomington Municipal Code. **The Applicant shall purchase the “public signs” and shall gift the said “public signs” to the City.**

The sign(s) described above and the public right of way in which the sign(s) is/are installed shall remain the property of the City. The City makes no commitment to maintain or reinstall the sign(s) in the event of vandalism, accidental damage, or normal wear. If, in the sole judgment of the City, it is found that the sign(s) described above is/are not meeting the terms and conditions of the Agreement, the City may revoke this Agreement and remove the sign(s).

The installed “public sign(s)” is/are subject to the following requirements:

- Number: no more than 1 () public sign(s) shall be installed.
- Design: The design, including the material and size, shall be approved by the City prior to the gifting.
- Placement: The placement of each public sign shall be determined by the City.

The Applicant agrees that its volunteers, employees, or subcontractors are not acting as agents or employees of the City of Bloomington, and also shall agree to release the City of Bloomington from any liability arising hereunder, including from the negligence of the City, and shall indemnify the City of Bloomington against any claims which may arise due, in whole or in part, to the negligence of the Applicant in its acts or omissions pursuant to this Agreement.

This Agreement is not valid and work is not permitted until signed and approved by the City.

The Applicant hereby certifies and agrees as follows:

(1) I AM AUTHORIZED TO MAKE THIS APPLICATION. (2) I HAVE READ THIS APPLICATION AND ATTEST THAT THE INFORMATION WHICH HAS BEEN FURNISHED IS CORRECT. (3) If there is any misrepresentation in this application, or any associated documents, the City of Bloomington may revoke said Agreement issued based upon this misinformation. (4) I agree to comply with all City of Bloomington Ordinances, Agreement conditions and state statutes. (5) I will abide by all City of Bloomington inspections and conditions of approval.

Applicant Information:

Name or Organization: Blue Ridge Neighborhood Association

Contact Person (*Printed Name*): Jillian Kinzie

Contact Email: jikinzie@indiana.edu Contact Phone No: 812-325-2675

Signature:  Date: Jan 3, 2018

CITY OF BLOOMINGTON

Adam Wason, Director
Public Works Department

Date

Kyla Cox Deckard, President
Board of Public Works

Date

Terri Porter, Director
Planning and Transportation Department

Date

Philippa M. Guthrie, Corporation Counsel

Date



Board of Public Works Staff Report

Project/Event: Replacement of Heat Pumps at City Hall

Petitioner/Representative: Department of Public Works, Facilities Division

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

Meeting Date: January 8, 2019

All of the water sourced heat pumps on the first floor of City Hall are original to the 1995 renovation. These units, approximately 30 in number, are in need of replacement.

Bids were solicited from four (4) contractors. Due to available funds, they were requested to give costs for the replacement of fourteen (14) 3 ton McQuay brand water source heat pumps, and one (1) 4 ton unit. The costs also include all materials and components needed for installation and connection to existing digital control system. The results are as follows:

Commercial Service	No Bid
Spartan Mechanical	No Bid
Airmaster	\$98,888.00 (\$120.00/hour for additional work)
HFI	\$98,250.00 (\$74.00/hour for additional work)

Staff recommends awarding the contract to HFI. HFI has extensive knowledge of the existing system that these units will become a part of. HFI installed the existing control system, integrated all components into it, and is currently the HVAC service provider at City Hall. They were also the lowest bidder.

Respectfully submitted,

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

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

AGREEMENT
BETWEEN
CITY OF BLOOMINGTON
PUBLIC WORKS DEPARTMENT
AND
HARRELL FISH INCORPORATED (HFI)

FOR

PARTIAL REPLACEMENT OF HEAT PUMPS AT CITY HALL

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

WITNESSETH THAT:

WHEREAS, CITY desires to retain CONTRACTOR'S services for **partial replacement of heat pumps at City Hall**, (more particularly described in Attachment A, "Scope of Work"; and

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

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

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

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

ARTICLE 1. TERM

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

ARTICLE 2. SERVICES

2.01 CONTRACTOR shall complete all work required under this Agreement within 180 days of Notice to Proceed, unless the parties mutually agree to a later completion date. Substantial Completion shall mean completion of all work.

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

2.03 CONTRACTOR agrees that no charges or claims for damages shall be made by him for any delays or hindrances, from any cause whatsoever during the progress of any portion of the services specified in the Agreement. Such delays or hindrances, if any, may be compensated for by an extension of time for a reasonable period as may be mutually agreed upon between the parties, it being understood, however, that permitting CONTRACTOR to proceed to complete any service, or any

part of the services / project, after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of CITY of any of its rights herein.

ARTICLE 3. COMPENSATION

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

3.02 Upon the submittal of approved claims, CITY shall compensate CONTRACTOR in a lump sum not to exceed **Ninety-Eight Thousand, Two Hundred Fifty Dollars (\$98,250.00)**. CITY may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

Defective work.

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

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

Damage to CITY or a third party.

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

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

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

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

ARTICLE 4. RETAINAGE

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

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

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

4.03 **Payment of Escrow Amount** The escrow agent shall hold the escrowed principal and income until receipt of the notice from the Owner and Contractor that the Contract work has been substantially completed to the reasonable satisfaction of the Owner, at which time the Owner shall pay to the Contractor the balance to be paid under this Contract and execute such documents as are necessary to authorize the escrow agent to pay to the Contractor the funds in the

escrow account, including both specifying the part of the escrowed principal to be released from the escrow and the person to whom that portion is to be released. After receipt of the notice, the escrow agent shall remit the designated part of the escrowed principal and the escrowed income, minus the escrow agent's fees, to the person specified in the notice. However, nothing in this section shall prohibit Owner from requiring the escrow agent to withhold amounts necessary to complete minor items of the Contract, following substantial completion of the Contract in accordance with the provisions of paragraph 4.04.

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

ARTICLE 5. GENERAL PROVISIONS

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

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

5.02 Abandonment, Default and Termination

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

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

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

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

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

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

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

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

Inability to finance the work adequately.

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

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

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

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

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

5.03 Successors and Assigns

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

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

5.04 Extent of Agreement: Integration

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

1. This Agreement and its Attachments.
2. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto.
3. All Addenda to the Quote Documents.
4. The Invitation to Quoters.
5. The Instructions to Quoters.
6. The Special Conditions.
7. All plans as provided for the work that is to be completed.
8. The Supplementary Conditions.
9. The General Conditions.
10. The Specifications.

11. The current Indiana Department of Transportation Standard Specifications and the latest addenda.
12. CONTRACTOR'S submittals.
13. The Performance Bond and the Payment Bond.
14. The Escrow Agreement.
15. Request for Taxpayer Identification number and certification: Substitute W-9.

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

5.05 Insurance

5.05.01

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

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

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

Premises and operations;

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

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

Broad form property damage - including completed operations;

Fellow employee claims under Personal Injury; and

Independent Contractors.

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

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

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

5.07 **Applicable Laws** CONTRACTOR agrees to comply with all federal, state, and local laws, rules and regulations applicable to CONTRACTOR in performing work pursuant to this Agreement, including, but not limited to, discrimination in employment, prevailing wage laws, conflicts of interest, public notice, accounting records and requirements. 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 Affirmation Action plan for the recruitment, training and employment of minorities and women, including goals and timetable; which has been approved by the City's Contract Compliance Officer.

b. Encourages the use of small business, minority-owned business and women-owned business in its operations.

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

A) That in the hiring of employees for the performance of work under this Agreement or any sub agreement hereunder, no contractor, or subcontractor, nor any person acting on behalf of such CONTRACTOR or subcontractor, shall by reason of race, sex, color, religion, national origin, ancestry, or any other legally protected classification, discriminate against any citizen of the State of Indiana who is qualified and available to perform the work to which the employment relates.

B) That no contractor, subcontractor, or any person on their behalf, shall, in any manner, discriminate against or intimidate any employee hired for performance of work under this Agreement on account of race, religion, color, sex, national origin, ancestry, or any other legally protected classification.

C) That there may be deducted from the amount payable to CONTRACTOR, by CITY, under this Agreement, penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement. Any such person discriminated against retains the right to file a discrimination complaint with the appropriate civil rights agency or court.

D) That this Agreement may be canceled or terminated by CITY and all money due or to become hereunder may be forfeited, for a second or any subsequent violations of the terms or conditions under this section of the Agreement.

5.09 Workmanship and Quality of Materials

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

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

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

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

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

5.11 Amendments/Changes

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

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

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

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

5.12 Performance Bond and Payment Bond

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

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

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

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

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

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

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

TO CITY:

TO CONTRACTOR:

City of Bloomington	HFI
Attn: J. D. Boruff, Facilities Director	Attn: Aaron Wagoner
P.O. Box 100 Suite 110	P.O. Box 1998
Bloomington, Indiana 47402	Bloomington, Indiana 47402-1998

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

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

5.17 Steel or Foundry Products

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

5.17.02 Domestic Steel products are defined as follows:

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

5.17.03 Domestic Foundry products are defined as follows:

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

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

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

5.18 Verification of Employees' Immigration Status

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

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

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

5.19 Non-Collusion

Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevented

any person from making an offer nor induced anyone to refrain from making an offer and that this offer is made without reference to any other offer. Contractor shall swear under oath, via signed affidavit, attached as Attachment D and by this reference incorporated herein, that Contractor has not engaged in any collusive conduct.

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

DATE: January 8, 2019

City of Bloomington
Bloomington Board of Public Works

HFI

BY:

BY:

Kyla Cox Deckard, President

Contractor Representative

Beth H. Hollingsworth, Member

Printed Name

Dana Palazzo, Member

Title of Contractor Representative

John Hamilton, Mayor of Bloomington

ATTACHMENT 'A'

"SCOPE OF WORK"

PARTIAL REPLACEMENT OF HEAT PUMPS AT CITY HALL

This project shall include, but is not limited to:

Contractor shall install fourteen (14) 3 ton McQuay water sourced heat pumps, and one (1) 4 ton McQuay water sourced heat pump, at City of Bloomington City Hall.

Scope of Work (per unit):

1. Remove and dispose of existing water source heat pump.
2. Furnish and install one (1) new McQuay WCC Series water source heat pump.
3. Furnish and install all necessary material to connect new heat pump to existing supply air ductwork, electrical wiring, loop water piping and condensate piping. Condensate piping will be installed with a new ball valve for line cleaning.
4. Furnish and install all necessary hangers and supports for new heat pump.
5. Furnish and install the following items for the new DDC control system: Server, router, wall thermostats, comm bus wire, thermostat wire, and high condensate alarm sensors.
6. Custom programming of the new unit for the front-end control system. Programming to show discharge air temperature and entering and leaving loop water temperature, high condensate alarms, space temperature (actual and set point), and compressor status.

Exclusions:

1. Overtime/Shift Work.

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____
Signature of Notary Public

County of Residence: _____
Printed Name of Notary Public

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

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

ATTACHMENT 'C'

"E-Verify AFFIDAVIT"

STATE OF INDIANA)
)SS:
COUNTY OF _____)

E-VERIFY AFFIDAVIT

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

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

Signature

Printed Name

STATE OF INDIANA)
)SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public's Signature

County of Residence: _____

Printed Name of Notary Public

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

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

OATH AND AFFIRMATION

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

Dated this _____ day of _____, 20____.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

STATE OF INDIANA)
) SS:
COUNTY OF _____)

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

My Commission Expires: _____

Notary Public Signature

Resident of _____ County

Printed Name



Board of Public Works Staff Report

Project/Event: CE Solutions Structural Engineering Contract for 4th Street Parking Garage Repairs

Petitioner/Representative: Department of Public Works

Staff Representative: Adam Wason, Public Works Director

Meeting Date: 1/8/19

Report: With recent action taken by the Common Council turning down the City Administration's request to fund the replacement of the 4th Street Parking Garage, staff, on the Council's recommendation, is moving forward with repairs to the facility that will extend the life of the garage by five years. In order to facilitate these repairs, we are requesting approval of a contract with CE Solutions to administer the process of bringing the project to bid and assisting with construction management.

Since early 2018 CE Solutions has been providing the professional services needed for the structural engineering studies of the City of Bloomington's parking garages. The final report from CE Solutions on the 4th Street Garage identified the necessary repairs needed to extend the life of the garage by five years. This contract will fund the next steps of design services preparing all the construction documents necessary to take the repair project to bid. Additional services provided to the City by CE Solutions are identified in Exhibit A of the contract.

Recommend **Approval** **Denial by:** Adam Wason

**PROJECT NAME: Structural Engineering Services for the Repair the City of
Bloomington's Fourth Street Parking Garage**

AGREEMENT FOR CONSULTING SERVICES

This Agreement, entered into on this _____ day of January, 2019, by and between the City of Bloomington Department of Public Works through its Board of Public Works (hereinafter referred to as "Board"), and CE Solutions, Inc., (hereinafter referred to as "Consultant"),

WITNESSETH:

WHEREAS, the Board wishes to enhance the services it provides by engaging in efforts so that **the City's Fourth Street parking garage continues to provide structurally sound and safe parking for persons who utilize it;** and

WHEREAS, the Board requires the services of a professional consultant in order to **provide structural engineering services for this Project**, which shall be hereinafter referred to as "the Services", and the Board wishes to have the flexibility to assign additional tasks to the consultant at its discretion; and

WHEREAS, the tasks currently identified include the following:

Provide comprehensive structural design and oversight services for the repair of the Fourth Street Parking Garage.

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

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

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

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

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

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

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

Article 2. Standard of Care: Consultant shall be responsible for completion of the Services in a manner to meet the professional standards consistent with the Consultant’s profession in the location and at the time of the rendering of the services. Consultant shall perform all services under this Agreement in a skillful and competent manner in accordance with normally accepted standards of the architectural and engineering professions and with that degree of care and skill which a professional engineer or architect would exercise under the same or similar circumstances.

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

A. Information/Reports

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

B. Representative

The Board hereby designates Ryan Daily, Parking Garage Manager, Public Works Department (“Daily”) to serve as the Board’s representative for the project. Daily shall have the authority to transmit instructions, receive information, interpret and define the Board’s requirements and make decisions with respect to the Services.

C. Decisions

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

Article 4. Compensation: The Board shall pay Consultant a fee based on the payment schedule set forth in Exhibit B, Schedule of Compensation. Exhibit B is attached hereto and incorporated herein by reference as though fully set forth. The total compensation paid including fees and expenses shall not exceed the amount of:

Eighty-Three Thousand, Three Hundred Forty-Five Dollars (\$83,345) – Not To Exceed Amount

This amounts include salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses. Payments will be made according to Consultant's monthly progress statements for each phase and shall be invoiced for the work completed only.

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

1. Timing and Format for Billing:

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

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

2. Billing Records:

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

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

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

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

The Board may terminate or suspend performance of this Agreement at the Board's prerogative at any time upon written notice to the Consultant. The Consultant shall terminate or suspend performance of the Services on a schedule acceptable to the Board, and the Board shall pay the

Consultant for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to the Consultant's compensation and the schedule of services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Board:

City of Bloomington
Public Works Department
Attn: Ryan Daily
401 N. Morton Street, Suite 120
Bloomington, IN 47404

Consultant:

CE Solutions, Inc.
Attn: Steven P. Osborn
10 Shoshone Drive
Carmel, IN 46032

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

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

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

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

Consultant 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 Consultant or any of its subcontractors learns is an unauthorized alien. If the Commission obtains information that the Consultant or any of its subcontractors employs or retains an employee who is an unauthorized alien, the Commission shall notify the Consultant or its subcontractors of the Agreement violation and require that the violation be remedied within thirty (30) days of the date of notice. If the Consultant 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 Consultant or its subcontractor did not knowingly employ an unauthorized alien. If the Consultant or its subcontractor fails to remedy the violation within the thirty (30) day period, the Commission shall terminate the Agreement, unless the Commission determines that terminating the Agreement would be detrimental to the public interest or public property, in which case the Commission may allow the Agreement to remain in effect until the Commission procures a new Consultant. If the Commission terminated the Agreement, the Consultant or its subcontractor is liable to the Commission for the actual damages.

Consultant shall require any subcontractors performing work under this Agreement to verify 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 this Agreement with the Commission. Exhibit E is attached hereto and incorporated herein by reference as though fully set forth.

Article 27. No Collusion: Contractor is required to certify that it has not, nor has any other member, representative, or agent of Contractor, entered into any combination, collusion or agreement with any person relative to the price to be offered by any person nor prevent 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 affirming that Contractor has not engaged in any collusive conduct. Exhibit F is attached hereto and incorporated herein by reference as though fully set forth.

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

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

Owner

Consultant

City of Bloomington
Board of Public Works

CE Solutions, Inc.

By:

Kyla Cox Deckard
President

Steven P. Osborn, PE, SE
Principal / President

By:

Beth H. Hollingsworth
Vice President

By:

Dana Palazzo
Secretary

By:

Adam Wason, Director
Public Works Department

By:

John Hamilton, Mayor

CITY OF BLOOMINGTON Legal Department Reviewed By: <i>Jackie Moore</i> DATE: <u>1.4.19</u>

EXHIBIT A – Scope of Services

Scope of Services shall include, but are not limited to:

STRUCTURAL DESIGN AND CONSTRUCTION DOCUMENT PREPARATION PHASE

Design services will result one set of construction contract documents that will be used to repair the 4th Street Parking Garage as described in the above section. CES and their sub-consultants will provide Construction Documents – drawings and technical specifications. City of Bloomington will provide all Front End and Division 1 Specifications and document printing/distribution.

Submittal sets will include:

50% Review Documents

Construction (Bid) Documents

- Design progress updates will be provided via progress update emails provided on a bi-weekly basis. Updates will include: Status of work, status of schedule, action items, scope adjustments
 - We anticipate one owner review meeting in Bloomington, Indiana following the 50% Review Document submittal.
- Perform a site observation to observe the general structural condition of the existing concrete structure compared to the condition at the time of the assessment. No destructive investigation, instrumentation, monitoring, or testing will be performed. CE Solutions' structural condition assessment will be based solely on visual observations, hammer sounding, and chain dragging.
 - Provide memo to the City of Bloomington regarding potential use of the garage prior to construction.
- Design repairs and prepare detailed drawings for the following scope items:
 - 4th Street Garage Repair numbers 1 through 26 of the OPCC in the report
- Preparation of detailed structural drawings including plans, repair schedules, details and technical notes in AutoCAD. Electronic drawing files will be provided in .PDF format.
- Edit detailed structural technical specification sections based on MASTER SPEC and CSI's MASTER FORMAT for structural repairs and waterproofing. Incorporation of Divisions 0 & 1 (Front End) provided by the City of Bloomington into the Project Manual (Specifications).
- Prepare an opinion of probable construction cost at each design phase.
- Contract with Applied Engineering Services for plumbing (Drainage) design; see attached proposal.
- Contract with Vertex Corporation for elevator assessment and design; see scope below.
 - Site visit to review existing conditions; scope of work to be fully defined after assessment

- Contract with Kirkwood Design Studio (KDS) for sky-walk roof replacement design
 - Site visit to review existing conditions
 - Design and Construction Documents for Replacement of Roof (drawings and specifications)
 - Attendance at 1 design review meeting in Bloomington
 - Development of Opinion of Probable Construction Cost for roof replacement
 - Bidding Review
 - Construction observation visits (4) to review the work in progress (includes pre-construction and final)
 - 10-month warranty walk-through

- Attendance at two Bloomington City Council meetings; preparation of presentation materials and follow-up requirements by others.

BIDDING PHASE

City of Bloomington will provide all bidding phase services including bid evaluation, except as noted.

- CES will attend a pre-bid meeting.

- Prepare addenda, as needed, for design intent clarification.

STRUCTURAL CONSTRUCTION ADMINISTRATION PHASE

- Attend a pre-construction meeting.
- Attend 8 (weekly for first month, then bi-weekly to project completion) contractor coordination meetings during construction. Meeting minutes will be prepared and distributed by others.
- Perform up to 8 construction observations/site visits of the structural work, in conjunction with contractor coordination meetings, to determine general conformance with the structural design concept and the Structural Contract Documents. CE Solutions' responsibility shall not include the inspection or monitoring of the premises, construction equipment, safety measures, means, methods, sequencing, or supervision of the Contractor's work.
 - Meetings will be the same day as the Morton Street Garage Repair meetings.
 - An allowance for 3 additional visits is provided below.
- Perform an observation with the City of Bloomington to check conformance of the work with the requirements of the Contract Documents and verify accuracy and completeness of the punch list submitted by the Contractor of the work to be completed or corrected. Punch list walk-through assumed to be performed with final construction observation.

- Perform an observation with the City of Bloomington to verify Final Completion.

- Review of shop drawings and other Contractor submittals, as required by the Structural Contract Documents, for the project elements designed by CE

Solutions. Such review will be to determine general conformance with the project's structural design concept and general compliance with the Structural Contract Documents.

- Provide technical construction assistance in the form of Contractor RFI (Request for Interpretation) response. If significant unforeseen conditions are encountered, their evaluation and resolution are beyond the scope of these CA services.
- Review pay applications submitted by the Contractor.
- Preparation of Record (As-Built) drawings showing significant changes in the structural work made during construction based on marked-up prints, drawings, and other data furnished by the Contractor.
- Upon request of the City of Bloomington, and prior to the expiration of one year from the date of Substantial Completion, CES will conduct a meeting with the City of Bloomington to review the operations and performance of the completed work. CES will prepare meeting minutes/report. CES scope is limited to the site meeting, report, and minor follow-up, if required.

EXHIBIT B -- Compensation

The total compensation paid including fees and expenses shall not exceed the amount of **Eighty-Three Thousand, Three Hundred Forty-Five Dollars (\$83,345) – Not To Exceed Amount.**

FEE

CE Solutions and our sub-consultants intend to provide the above professional services on a firm fixed fee basis for \$83,345 (\$74,745 basic services + \$8,600 allowance)

CE Solutions Structural Design and Document Preparation Phase	\$29,700
CE Solutions Bidding Phase	\$ 2,200
CE Solutions Structural Construction Administration Phase	<u>\$17,700</u>
Sub-Total	\$49,600
Applied Engineering Services (see attached proposal)	\$15,345
KDS	\$ 9,800
Vertex Corp. (allowance for assessment)	<u>\$ 5,000</u> (allowance)
Sub-Total	\$30,145
	A
CE Solutions 3 additional Construction Observations	\$3,600 (allowance)
TOTAL	\$83,345

Reimbursable expenses are identified on the attached CE Solutions Fee Schedule and are included in our fee.

The above fees are based upon the aforementioned construction schedule. Should the project be delayed, our fees are subject to modification based upon actual market fluctuations.

2019 FEE SCHEDULE

PROFESSIONAL HOURLY RATES are based on the following classifications:

Principal I / II	\$205 / \$245 / hour ¹
Senior Project Manager I / II / III	\$157 / \$177 / \$205
Senior Project Engineer	\$209
Project Manager	\$126
Project Engineer	\$114
Staff Engineer	\$110
BIM Specialist / Designer	\$112
CAD / BIM Technician / Drafter	\$93
CAD / Technical Project Assistant	\$65
Senior Administrative / Project Assistant	\$137
Administrative / Project Assistant	\$95
Clerical	\$80

Above rates include in-town travel, parking, and in-house reproduction expenses, overhead and profit. CE Solutions standard CAD drawing plot is black & white on translucent bond. Reimbursable expenses for special CAD drawing requests are noted below.

¹ Depositions, court testimony, arbitration or mediation hearings, meetings with legal counsel, and associated preparation: \$305/hour.

REIMBURSABLE EXPENSES:

Out-of-town transportation and subsistence	@ cost + 10%
Out-of-house reproduction, special CAD drawing requests	@ cost + 10%
Photograph processing and printing	@ cost + 10%
Shipping/courier	@ cost + 10%
Equipment and instrument rental	@ cost + 10%
Filing fees for permits, variances, plan reviews, etc.	@ cost + 10%
Sub-consultant services	@ cost + 10%
Electronic File Exchange for sub-contractors	PDF \$50 each CAD DWG \$250 each BIM RVT \$1,000 each

EXHIBIT C – Schedule

Consultant shall complete the Project within the Schedule set forth below. Consultant will start active and continuous work on the Project upon issuance of the written Notice to Proceed. Any changes to the Schedule will be mutually agreed to by the City and the Consultant.

01/09/19 -	Design team receives NTP
02/15/19 -	50% Documents to City of Bloomington (6 weeks)
Week of 02/18/19 -	50% Document review meeting
03/08/19 -	Bid Documents to City of Bloomington (2 weeks from 50% submittal review)
4-6 wks	Bidding process by City of Bloomington Ads for Bid, Pre-bid Meeting, receive bids, bid evaluation
TBD	Bid Award (by City of Bloomington)
TBD	Pre-construction Meeting (1 week after Bid Award)
12 wks	Construction Starts to Substantially Complete / Garage opens to public
2 wks	Final Completion / Punch list is complete and contractor is off site

EXHIBIT D – Key Personnel

Steven P. Osborn, PE, SE	Principal / President
Carrie L. Walden, PE	Project Manager

EXHIBIT F

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 _____, 2019.

(Name of Organization)

By: _____

(Name and Title of Person Signing)

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 _____, 2019.

My Commission Expires: _____

Notary Public Signature

County of Residence: _____

Printed Name



Board of Public Works Staff Report

Project/Event: Amendment #1 of INDOT/I-69 Transfer Agreement

Petitioner/Representative: Department of Public Works

Staff Representative: Adam Wason, Public Works Director

Meeting Date: 1/8/19

Report: With I-69 Section 5 construction substantially complete Amendment #1 and Reinstatement of the Road Transfer Agreement MOU between INDOT and the City of Bloomington is being brought to the Board of Public Works with a request for approval. When construction of I-69 was first initiated a transfer agreement was put in place for those City facilities impacted by construction of the highway. This agreement outlined which roads and facilities would have maintenance responsibility transferred to INDOT for the duration of construction.

For many months, City and INDOT staff have been negotiating the transfer of these facilities back to the City of Bloomington. City staff and INDOT representatives have agreed to the terms of this agreement as presented to the Board of Public Works as part of Amendment #1 and Reinstatement of the Road Transfer Memorandum of Agreement.

Recommend **Approval** **Denial by:** Adam Wason

EXHIBIT A
TRANSFERRED ROADS TO CITY
(Engineering Language)

[See attached]

EXHIBIT A
TRANSFERRED ROADS TO CITY
(Engineering Language)

169 Section 5 Reversion of Maintenance Listing

Road Type	Jurisdiction	Description	Pavement Design	Typical Section	Plan Sheet
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes Tapp Road near station 302+00 Rt. of Line "SR37" and east of station 58+10 along Line "S-4", Tapp Road.	See Exhibit G, Pavement B	See Exhibit F, Section No. 9	See Exhibit B, Plan Sheet Area No. 1.
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes new end of Cooperative Way near station 57+50 offset 240' Lt. of Line "PR-4", Tapp Road.	N/A	N/A	See Exhibit B, Plan Sheet Area No. 2.
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes new end of Rex Grossman Blvd near station 57+50 offset 265' Rt. of Line "PR-4", Tapp Road.	N/A	N/A	See Exhibit B, Plan Sheet Area No. 3.
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes 2nd Street near station 341+00 of Line "SR37" and east of station 64+20 along Line "S-5", 2nd Street.	See Exhibit G, Pavement B	See Exhibit F, Section No. 10	See Exhibit B, Plan Sheet Area No. 5.
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes 3rd Street near station 403+00 Rt. of Line "SR37" and east of station 58+00 along Line "S-6", 3rd Street.	See Exhibit G, Pavement B	See Exhibit F, Section No. 11	See Exhibit B, Plan Sheet Area No. 6.
Existing	Bloomington	West of SR37, Reversion of Maintenance responsibility includes new end of W. Whitehall Crossing Blvd near station 431+00 offset 130' Lt. of Line "SR37"	N/A	N/A	See Exhibit B, Plan Sheet Area No. 7.
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes new end of Vernal Pike, renamed Fountain Avenue, near station 459+00 offset 120' Rt. of Line "SR37"	See Exhibit G, Pavement B	N/A	See Exhibit B, Plan Sheet Area No. 8.
Partially New	Bloomington	East of SR37, Reversion of Maintenance responsibility includes Vernal Pike near station 472+50 Rt. of Line "SR37" east of the Bridge Structure limit.	See Exhibit G, Pavement B	See Exhibit F, Section No. 12	See Exhibit B, Plan Sheet Area No. 9.
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes Crescent Drive from station 10+50 of Line "S-8-CRE" to Vernal Pike.	See Exhibit G, Pavement B	See Exhibit F, Section No. 14	See Exhibit B, Plan Sheet Area No. 10.
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes new connection between Prow Rd and Acuff Road near station 579+28 offset 480 Rt. Of Line "SR37".	See Exhibit G, Pavement A	See Exhibit F, Section No. 20	See Exhibit B, Plan Sheet Area No. 11.
Partially New	Bloomington	East of SR37, Reversion of Maintenance responsibility includes Kinser Pike near station 633+50 of Line "SR37", 500 feet east of the new Bridge Structure limit.	See Exhibit G, Pavement A	See Exhibit F, Section No. 15	See Exhibit B, Plan Sheet Area No. 12.

**EXHIBIT B
TRANSFERRED ROADS TO CITY
(Plain English)**

[See attached]

EXHIBIT B
TRANSFERRED ROADS TO CITY
(Plain English)

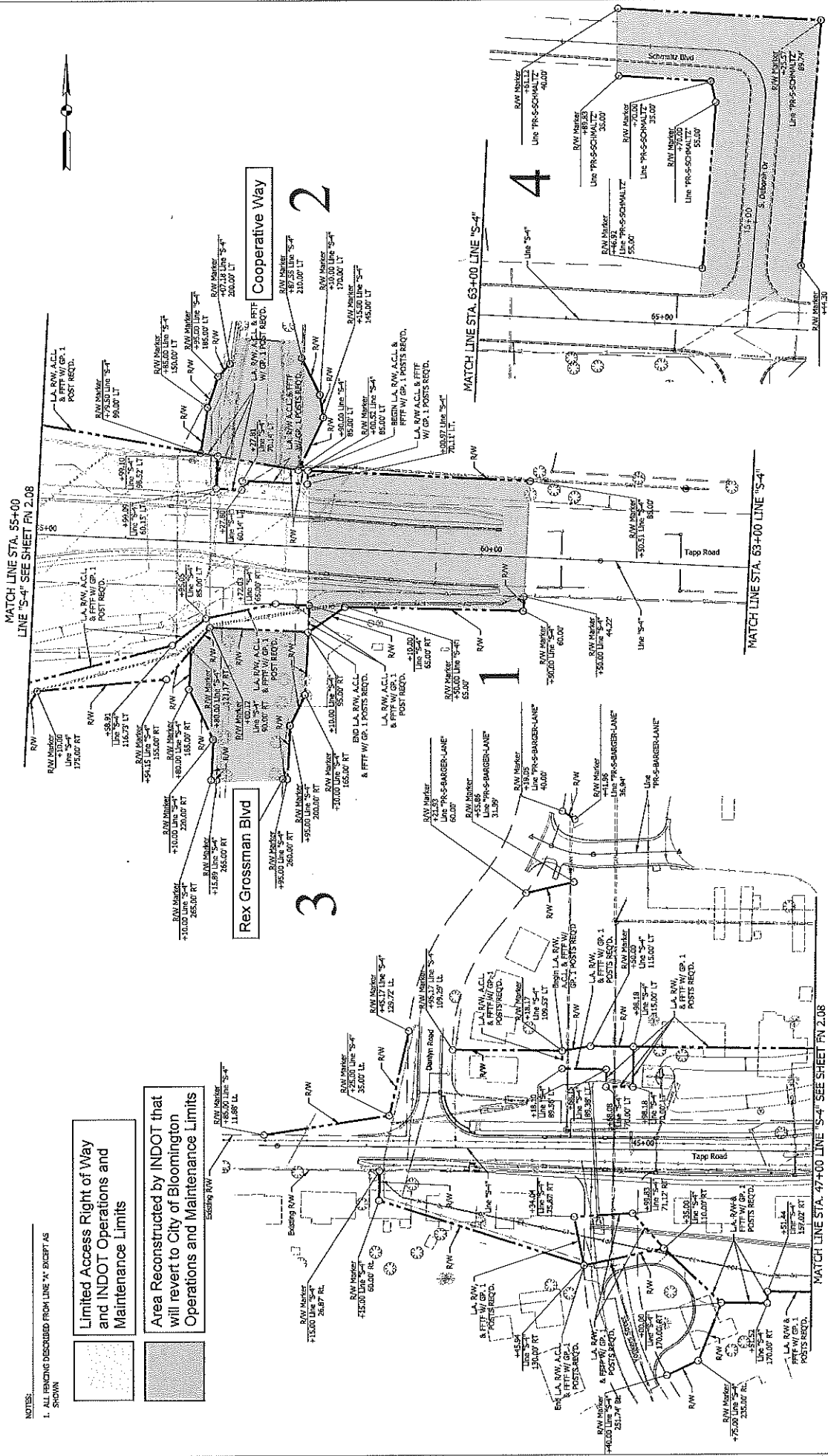
169 Section 5 Reversion of Maintenance Listing

Road Type	Jurisdiction	Description	Pavement Design	Typical Section	Plan Sheet
Existing	Bloomington	Reversion of Maintenance responsibility includes Tapp Road, east of I-69 (SR 37), for a total of approximately 0.05 miles transferred.	See Exhibit G, Pavement B	See Exhibit F, Section No. 12	See Exhibit B, Plan Sheet Area No. 1
Existing	Bloomington	Reversion of Maintenance responsibility includes new end of Cooperative Way, north of Tapp Road, for a total of approximately 0.03 miles transferred.	N/A	N/A	See Exhibit B, Plan Sheet Area No. 2
Existing	Bloomington	Reversion of Maintenance responsibility includes new end of Rex Grossman Blvd, south of Tapp Road, for a total of approximately 0.03 miles transferred.	N/A	N/A	See Exhibit B, Plan Sheet Area No. 3
Existing	Bloomington	Reversion of Maintenance responsibility includes 2nd Street (also signed as Bloomfield Road), east of (and including) the 2nd Street/Basswood Drive/Oakdale Drive intersection.	See Exhibit G, Pavement B	See Exhibit F, Section No. 10	See Exhibit B, Plan Sheet Area No. 5
Existing	Bloomington	Reversion of Maintenance responsibility includes 3rd Street east of (and including) the 3rd Street/Franklin Street/Wynndale Drive intersection.	See Exhibit G, Pavement B	See Exhibit F, Section No. 11	See Exhibit B, Plan Sheet Area No. 6
Existing	Bloomington	Reversion of Maintenance responsibility includes new end of W. Whitehall Crossing Blvd, west of I-69 (SR37), for a total of approximately 0.05 miles transferred.	N/A	N/A	See Exhibit B, Plan Sheet Area No. 7
Existing	Bloomington	Reversion of Maintenance responsibility includes the new end of the existing Vernal Pike, renamed Fountain Avenue, east of the existing intersection of Vernal Pike and SR37, for approximately 0.01 miles transferred.	See Exhibit G, Pavement B	N/A	See Exhibit B, Plan Sheet Area No. 8
Partially New	Bloomington	Reversion of Maintenance responsibility includes Vernal Pike, east from the proposed bridge over I-69 (SR37), for a total of approximately 0.16 miles transferred.	See Exhibit G, Pavement B	See Exhibit F, Section No. 12	See Exhibit B, Plan Sheet Area No. 9
Existing	Bloomington	Reversion of Maintenance responsibility includes Crescent Drive, south from the intersection of Crescent Drive and Vernal Pike, for approximately 0.06 miles transferred.	See Exhibit G, Pavement B	See Exhibit F, Section No. 14	See Exhibit B, Plan Sheet Area No. 10
Existing	Bloomington	Reversion of Maintenance responsibility includes a new connection between Prow Rd and Acuff Road, east of I-69 (SR37), for a total of approximately 0.09 miles transferred.	See Exhibit G, Pavement A	See Exhibit F, Section No. 20	See Exhibit B, Plan Sheet Area No. 11
Partially New	Bloomington	Reversion of Maintenance responsibility includes Kinser Pike, east of the proposed bridge over I-69 (SR37), for a total of approximately 0.11 miles transferred.	See Exhibit G, Pavement A	See Exhibit F, Section No. 15	See Exhibit B, Plan Sheet Area No. 12

NOTES:
 1. ALL FENCING DESCRIBED FROM LINE "A", EXCEPT AS SHOWN

Limited Access Right of Way and INDOT Operations and Maintenance Limits

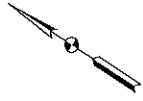
Area Reconstructed by INDOT that will revert to City of Bloomington Operations and Maintenance Limits



Note:
 Plans are indicative of proposed design features from the I-69 Section 5 project and do not necessarily reflect as-built conditions.

INDIANA
 DEPARTMENT OF TRANSPORTATION
 R/W FENCING PLAN
 LINE "S-4" STA 42+00 TO STA 47+00
 LINE "S-4" STA 55+00 TO STA 62+00

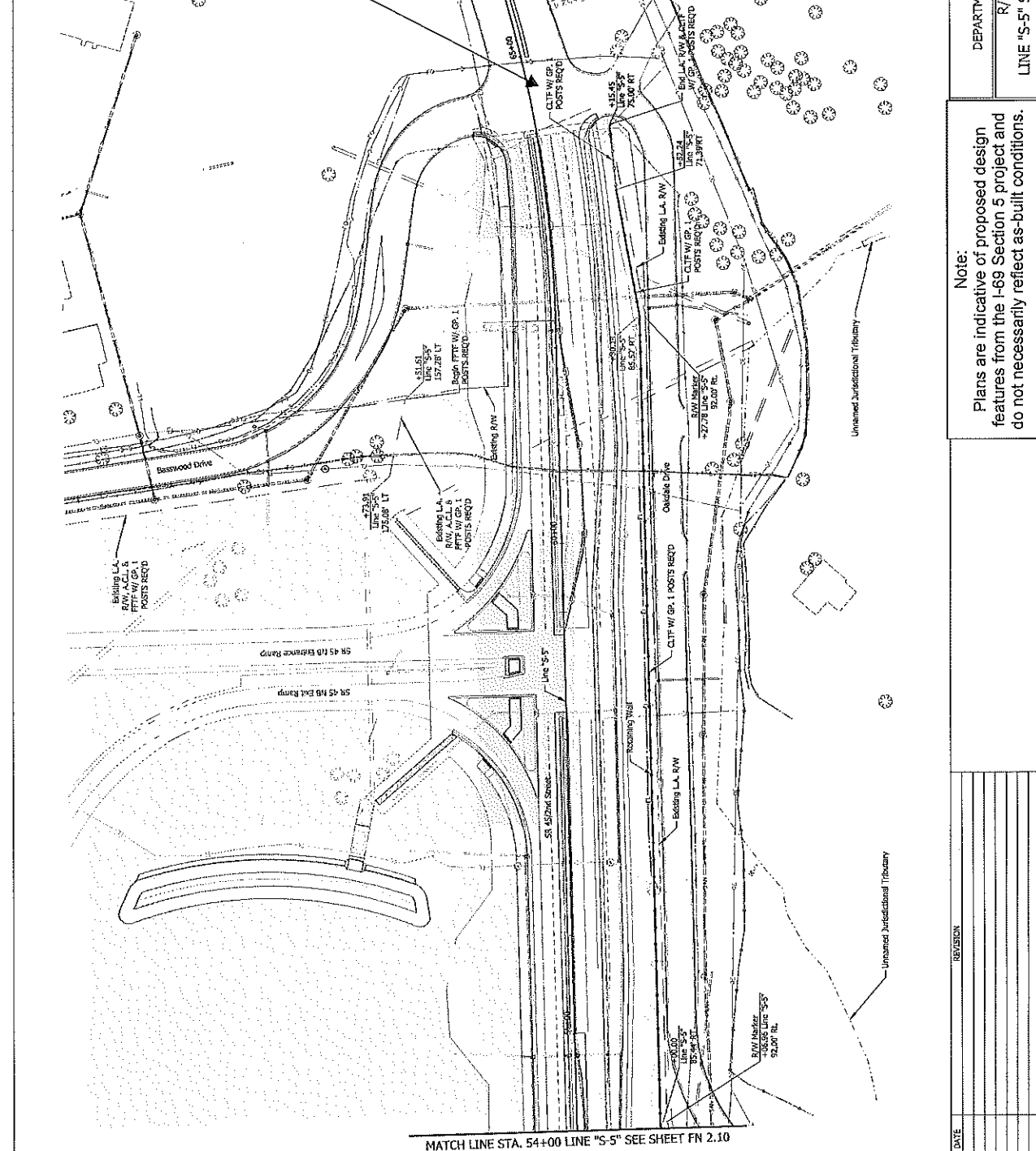
DATE	REVISION



INDOT shall be responsible for operations and maintenance of the traffic signal and related equipment at the Basswood/Oakdale/SR 45 intersection.

Limited Access Right of Way and INDOT Operations and Maintenance Limits

NOTE:
 1. ALL FENCING DESCRIBED FROM LINE "A" EXCEPT AS SHOWN



Note:
 Plans are indicative of proposed design features from the I-69 Section 5 project and do not necessarily reflect as-built conditions.

INDIANA
 DEPARTMENT OF TRANSPORTATION
 R/W FENCING PLAN
 LINE "S-5" STA. 54+00 TO STA. 70+00

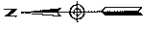
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SHEET NUMBER	R1.227
DESIGNATION	1207BES
SHEET BACK	
SHEET NO.	31
PROJECT	1207BES
CONTRACT	

DATE	REVISION

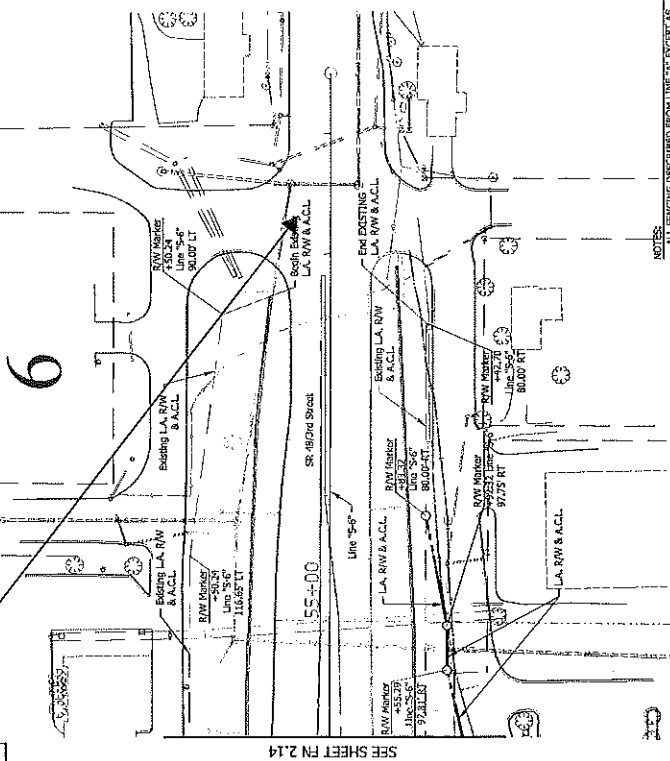
MATCH LINE STA. 54+00 LINE "S-5" SEE SHEET FN 2.10

11/18/2017 8:55:49 PM
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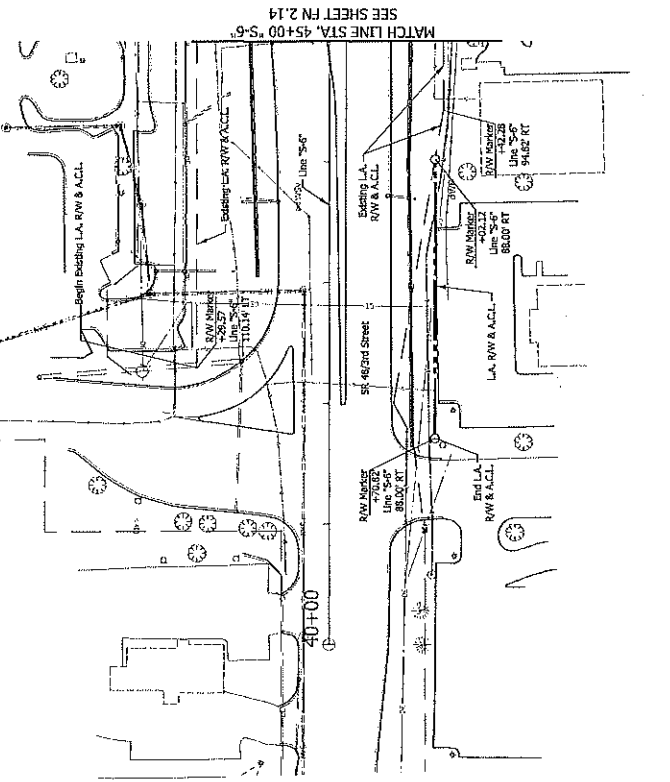
Limited Access Right of Way
and INDOT Operations and
Maintenance Limits



INDOT shall be responsible
for operations and
maintenance of the traffic
signal and related
equipment at the
Franklin/Wyndale/SR 48
intersection.



SEE SHEET FN 2.14
MATCH LINE STA. 54+00 LINE "S-6"



SEE SHEET FN 2.14
MATCH LINE STA. 45+00 "S-6"

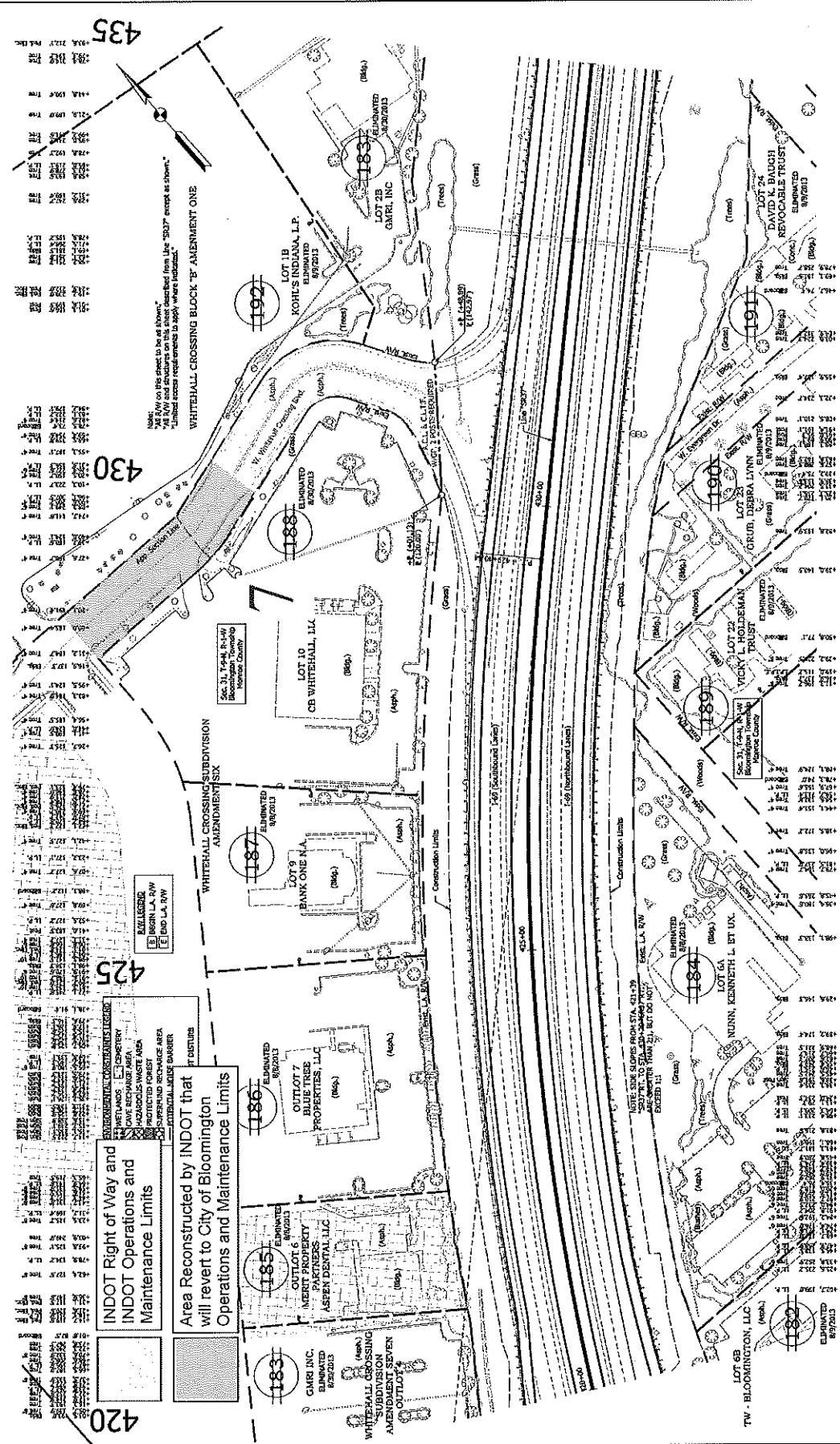
NOTES:
1. ALL FENCING DISCLOSED FROM LINE "A" EXCEPT AS

DATE	REVISION

INDIANA DEPARTMENT OF TRANSPORTATION	SHEET NUMBER FN 2.14
R/W FENCING PLAN LINE "S-6" STA 40+00 TO STA 45+00 LINE "S-6" STA 54+00 TO STA 58+00	DISCONTINUED 139785
	SURVEY BOOK
	CONTRACT
	PROJECT
	SHEET
	OF
	139785

Note:
Plans are indicative of proposed design
features from the I-69 Section 5 project and
do not necessarily reflect as-built conditions.

DATE	REVISION



420
425
430
435

INDOT Right of Way and
INDOT Operations and
Maintenance Limits

Area Reconstructed by INDOT that
will revert to City of Bloomington
Operations and Maintenance Limits

LEGEND

- Landlocked Area
- Eliminated Land

Notes:

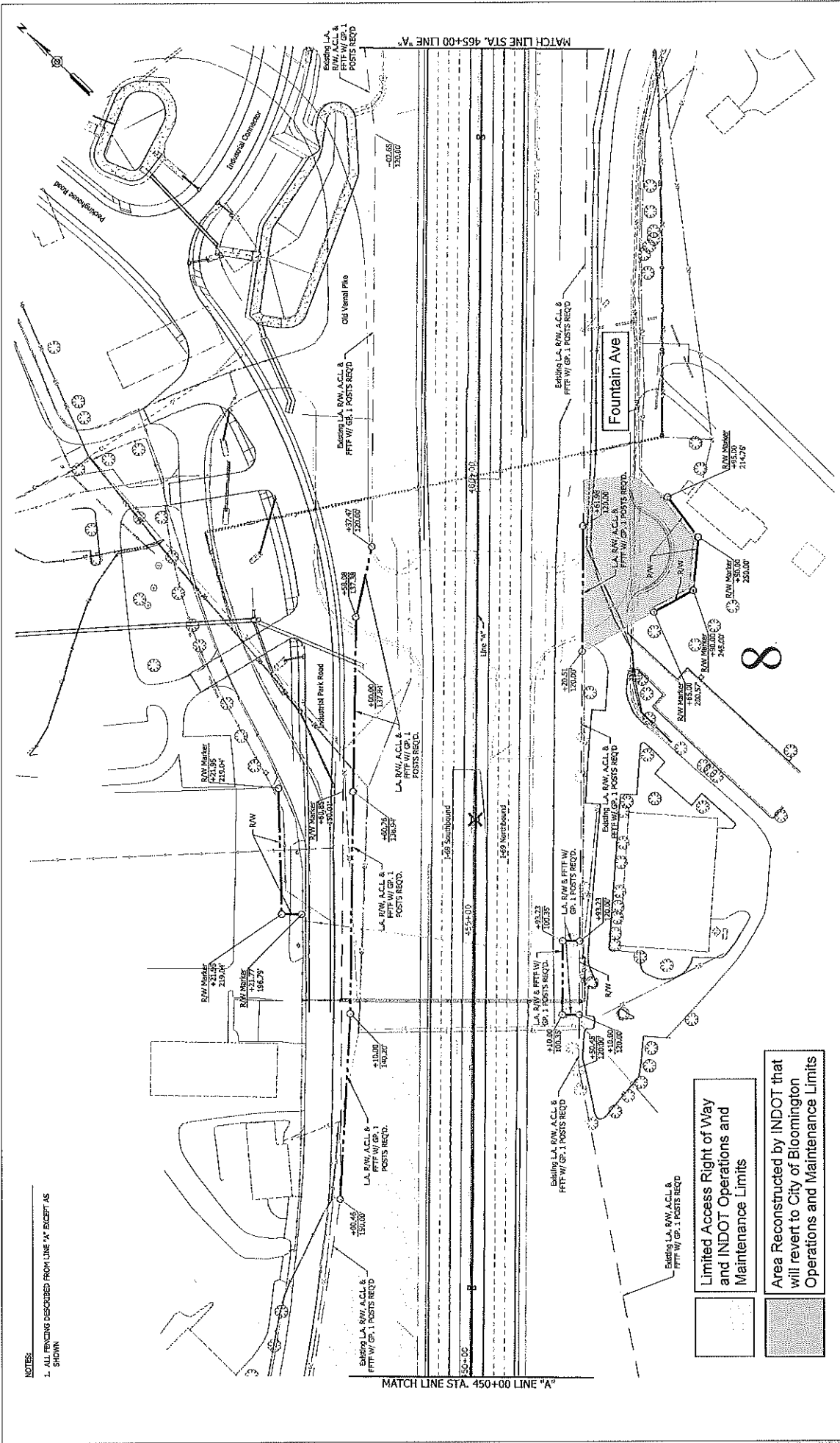
Plans are indicative of proposed design features from the I-69 Section 5 project and do not necessarily reflect as-built conditions.

INDIANA
DEPARTMENT OF TRANSPORTATION
PLAN SHEET
Line 5837
STA. 420+00 TO STA. 435+00

PROJECT FILE	INDIANA
CONTRACT	5837
DATE	11/14/13
SCALE	AS SHOWN
DESIGNER	URS
CHECKER	URS
APPROVER	URS
DATE	11/14/13

RAW CODE 5798

Level 1 Check Print Stamp



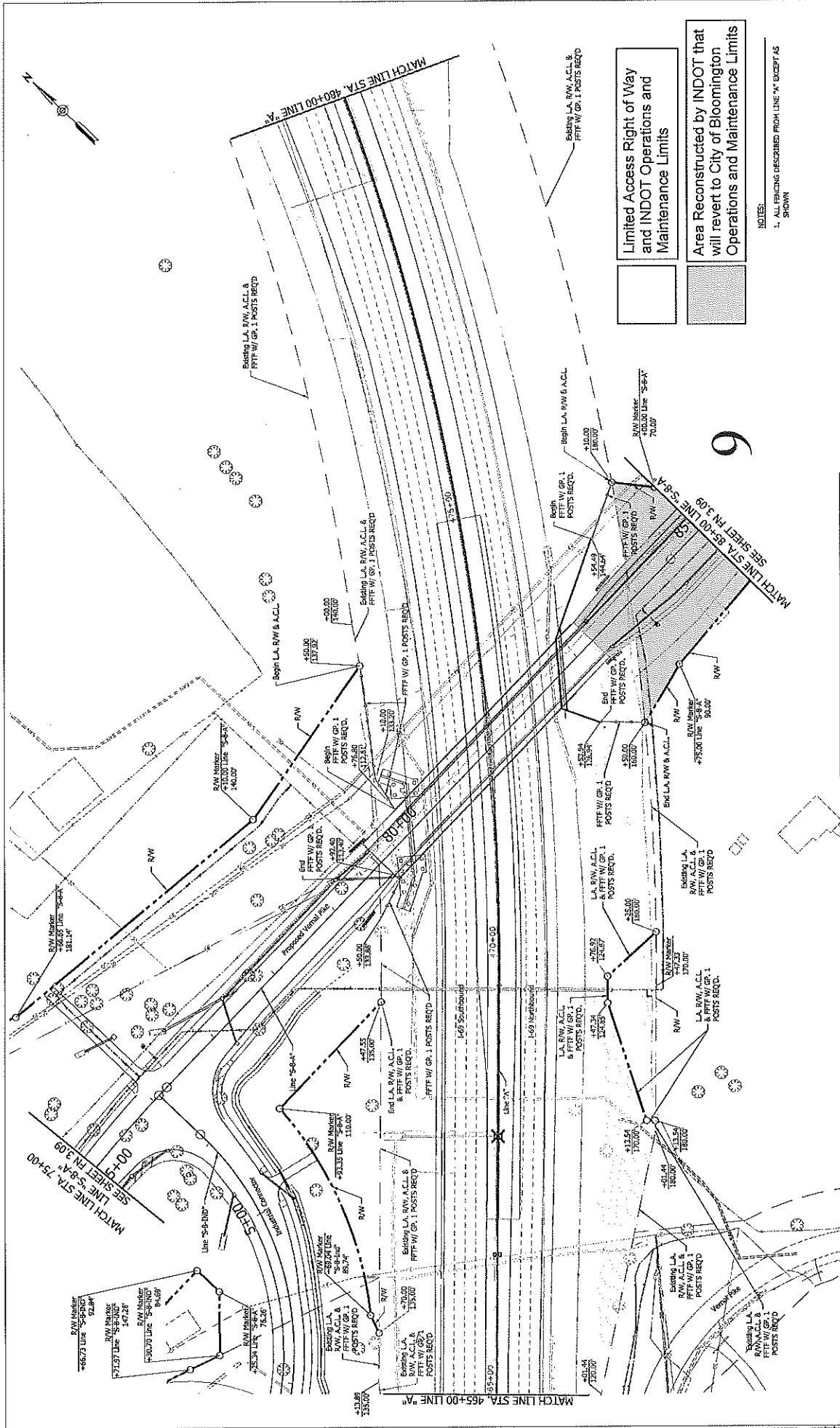
NOTES:
 1. ALL FENCING DISCLOSED FROM LINE 'A' EXCEPT AS SHOWN

Limited Access Right of Way and INDOT Operations and Maintenance Limits

Area Reconstructed by INDOT that will revert to City of Bloomington Operations and Maintenance Limits

DATE	REVISION	INDIANA DEPARTMENT OF TRANSPORTATION R/W FENCING PLAN LINE "A" STA 450+00 TO STA 465+00	SCALE 1"=50'	SHEET NUMBER	
				DISPOSITION	137295
				SHEET BOOK	137295
				DIVISION	ROADS
				PROJECT	
				CONTRACT	

Note:
 Plans are indicative of proposed design features from the I-69 Section 5 project and do not necessarily reflect as-built conditions.



Limited Access Right of Way and INDOT Operations and Maintenance Limits

Area Reconstructed by INDOT that will revert to City of Bloomington Operations and Maintenance Limits

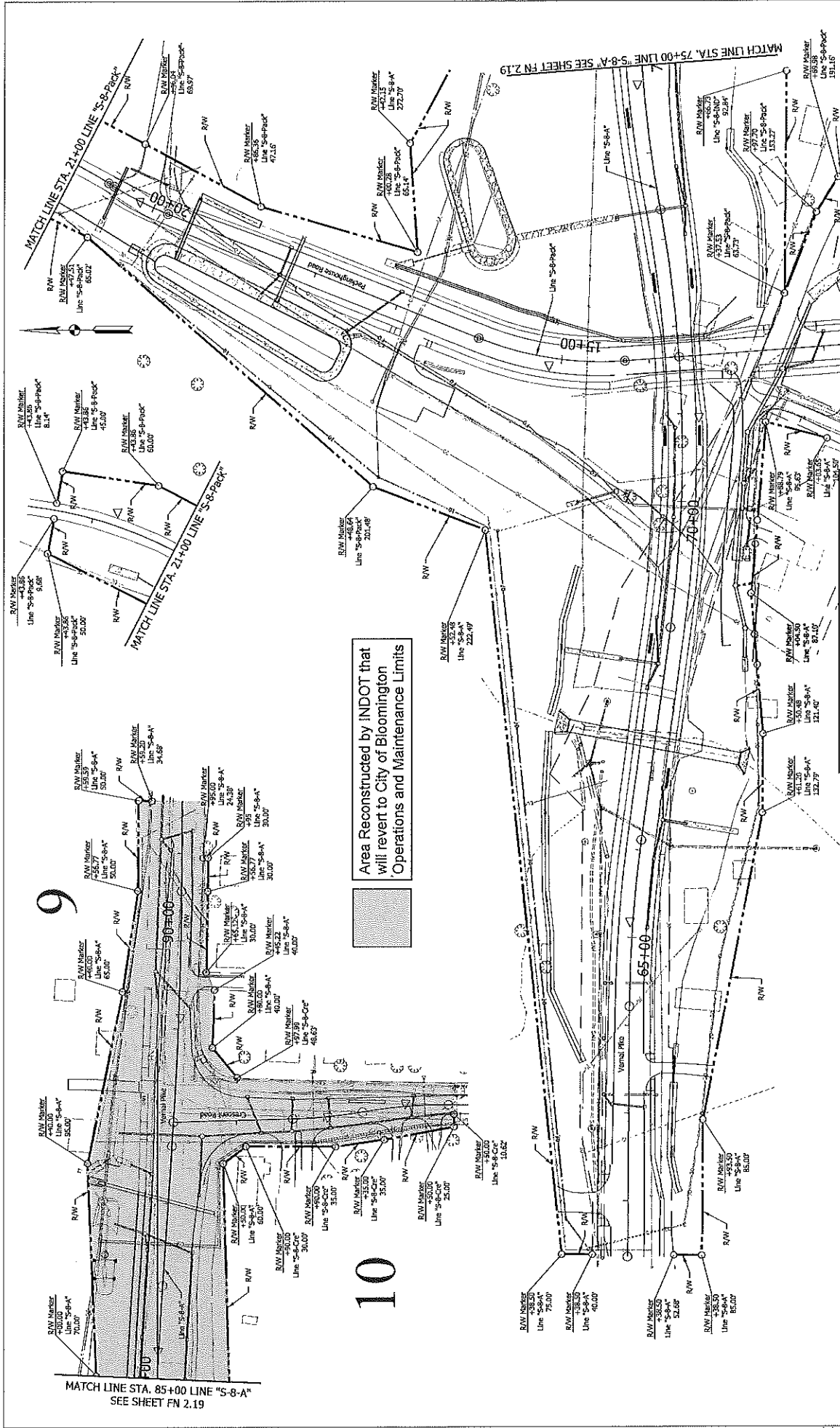
NOTES:
 1. ALL FENCING DESCRIBED FROM LINE "A" EXCEPT AS SHOWN

DATE	REVISION

INDIANA
 DEPARTMENT OF TRANSPORTATION
 R/W FENCING PLAN
 LINE "A" STA 465+00 TO STA 480+00
 LINE "S-8-A" STA 75+00 TO STA 85+00

Note:
 Plans are indicative of proposed design features from the I-69 Section 5 project and do not necessarily reflect as-built conditions.

SHEET NUMBER	127885
DISPOSITION	127885
DWG NO.	127885
SHEET NO.	3
PROJECT	127885
CONTRACT	127885



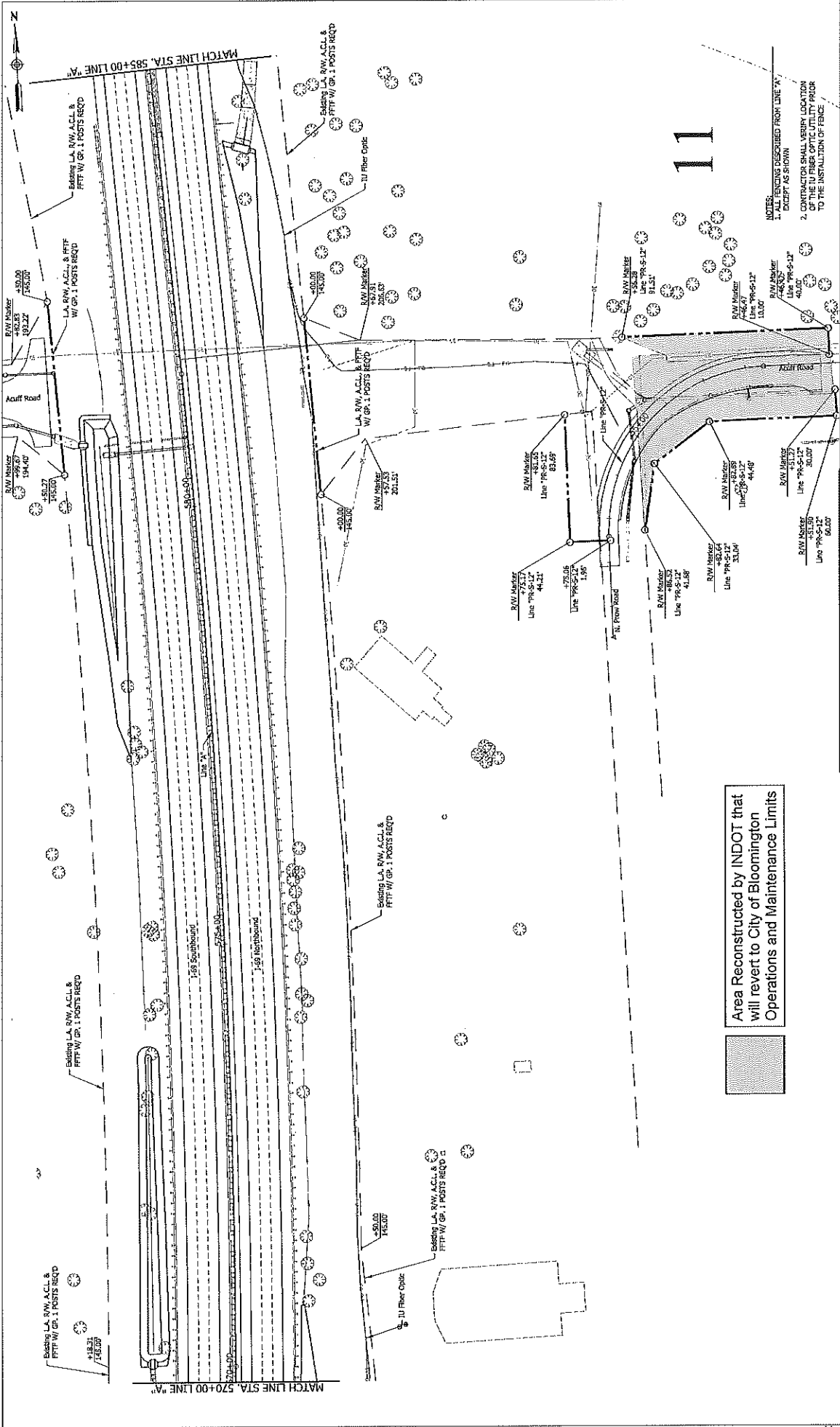
Area Reconstructed by INDOT that will revert to City of Bloomington Operations and Maintenance Limits

DATE	REVISION

INDIANA
DEPARTMENT OF TRANSPORTATION
R/W FENCING PLAN
LINE "S-8-A" STA 61+50 TO STA 75+00
LINE "S-8-A" STA 85+00 TO STA 91+00

Note:
Plans are indicative of proposed design features from the I-69 Section 5 project and do not necessarily reflect as-built conditions.

SHEET NUMBER	151116
DISPOSITION	150785
DATE	07/25/05
PROJECT	2107
SHEET	27
OF	28
CONTRACT	120785



Area Reconstructed by INDOT that will revert to City of Bloomington Operations and Maintenance Limits



Note:
Plans are indicative of proposed design features from the I-69 Section 5 project and do not necessarily reflect as-built conditions.

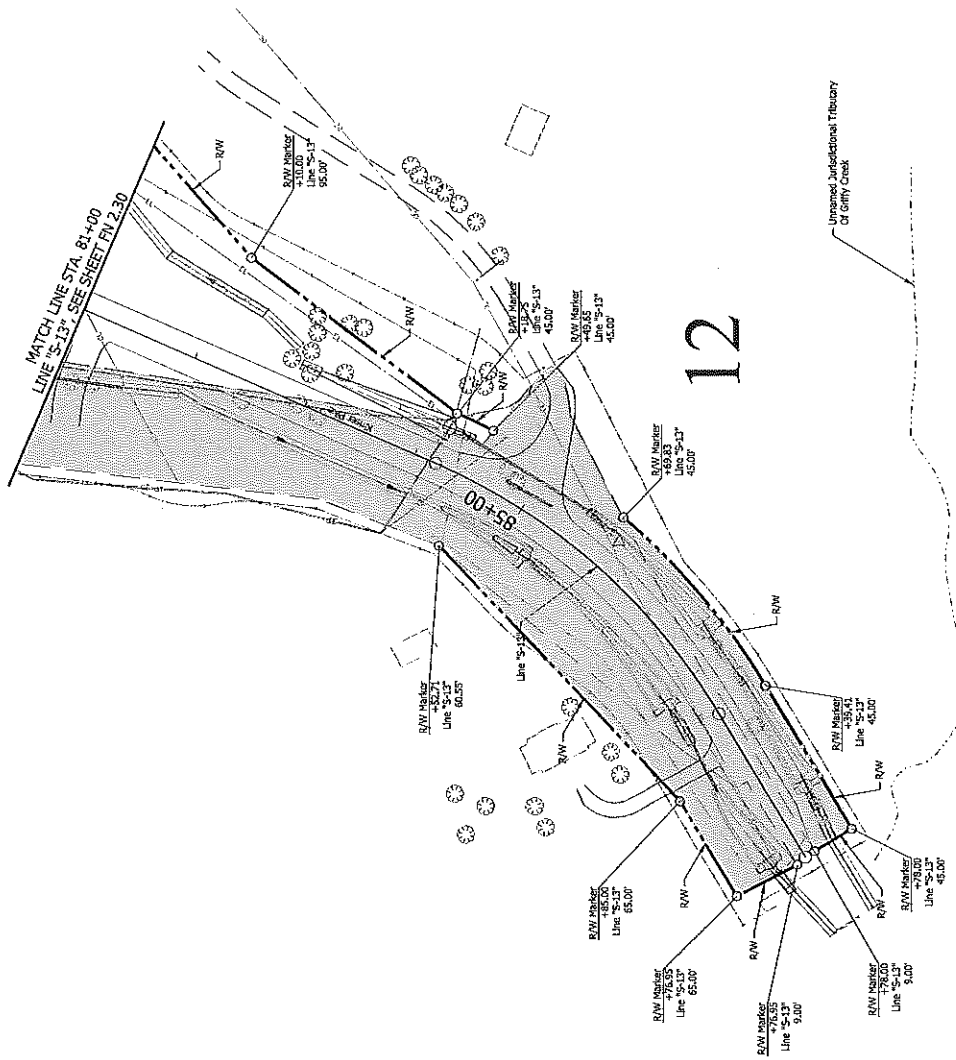
NOTES:
1. ALL FENCING DESCRIBED FROM LINE 'A'
EXCEPT AS SHOWN
2. CONTRACTOR SHALL VERIFY LOCATION OF THE TU FIBER OPTIC UTILITY PRIOR TO THE INSTALLATION OF FENCE

DATE	REVISION

SHEET NUMBER	PR 226
DISCONTINUATION	02/28/05
SURVEY BOOK	DWG NO. 3
CONTRACT	PROJECT 137785

INDIANA
DEPARTMENT OF TRANSPORTATION
R/W FENCING PLAN
LINE "A" STA 570+00 TO STA 585+00

SCALE	1"=50'
DATE	12/28/07
BY	JN/CH
PROJECT	137785-PA-14264-P



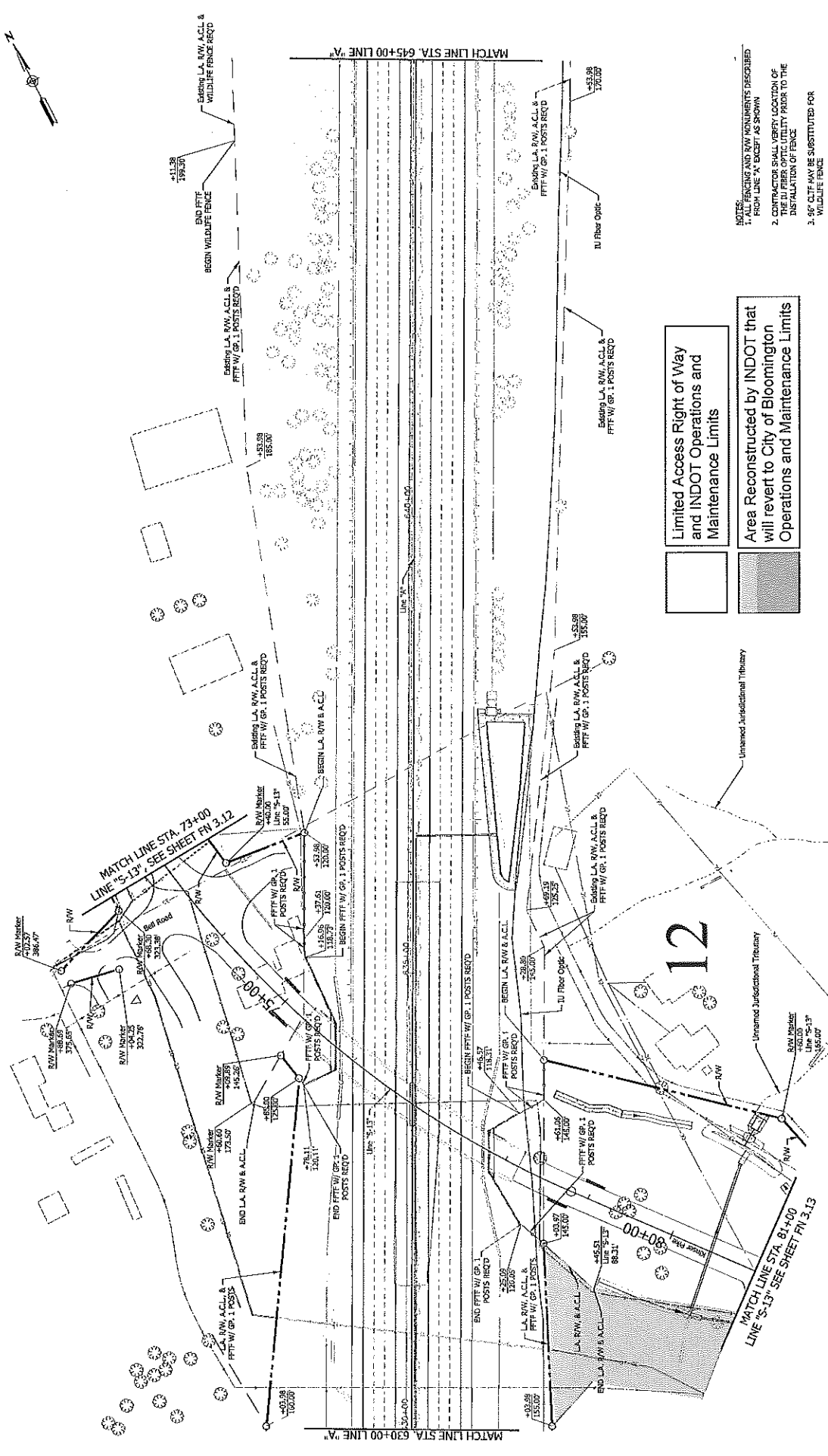
Area Reconstructed by INDOT that will revert to City of Bloomington Operations and Maintenance Limits

NOTES:
1. ALL DIMENSIONS AND R/W MARKERS DESCRIBED FROM LINE S-13 SHEET 7 AS SHOWN

Note:
Plans are indicative of proposed design features from the I-69 Section 5 project and do not necessarily reflect as-built conditions.

INDIANA		SHEET NUMBER	
DEPARTMENT OF TRANSPORTATION		RI 113	
R/W FENCING PLAN		EMERSON	
LINE S-13 STA 81+00 TO STA 89+00		SHEET NO.	
		25	
		PROJECT	
		127985	

DATE	REVISION



- NOTES:**
1. FENCING AND RAW MONUMENTS DESCRIBED FROM LINE "A" EXCEPT AS SHOWN.
 2. CONTRACTOR SHALL VERIFY LOCATION OF DISAPPEARING UTILITY PRIOR TO THE INSTALLATION OF FENCE.
 3. 8" C.I.P. MAY BE SUBSTITUTED FOR WILDLIFE FENCE.

Limited Access Right of Way and INDOT Operations and Maintenance Limits

Area Reconstructed by INDOT that will revert to City of Bloomington Operations and Maintenance Limits

Note:
Plans are indicative of proposed design features from the I-69 Section 5 project and do not necessarily reflect as-built conditions.

SHEET NUMBER	12
PROJECT	INDIANA DEPARTMENT OF TRANSPORTATION
CONTRACT	RAW FENCING PLAN
DWG NO.	LINE "A" STA 630+00 TO STA 645+00
SHEET	LINE "S-13" STA 73+00 TO STA 814+00
DATE	12/27/12

DATE	REVISION

Project: I-69 Section 5 Project
 Drawing: RAW FENCING PLAN
 Stationing: LINE "A" STA 630+00 TO STA 645+00
 Stationing: LINE "S-13" STA 73+00 TO STA 814+00
 Date: 12/27/12
 Sheet: 12 of 12

**EXHIBIT C
TRANSFERRED ROADS TO INDOT**

[See attached]

**EXHIBIT C
TRANSFERRED ROADS TO INDOT**

Road Type	Jurisdiction	Description	*Pavement Design	**Typical Section
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes Tapp Road near station 302+00 Rt. of Line "SR37" east of Ramps "T-NBEX" and "T-NBEN".	B	9
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes new end of Rex Grossman Blvd near station 57+50 offset 85' Lt. of Line "PR-S-Tapp"	A	N/A
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes new end of Rex Grossman Blvd near station 57+50 offset 95' Rt. of Line "PR-S-Tapp"	A	N/A
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes 2nd Street near station 341+00 of Line "SR37" east of Ramps "45-NBEN" and "45-NBEX".	A	10
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes 3rd Street near station 403+00 Rt. of Line "SR37" east of Ramp "48-NBEX".	A	11
Existing	Bloomington	West of SR37, Reversion of Maintenance responsibility includes new end of W. Whitehall Crossing Blvd near station 431+00 offset 130' Lt. of Line "SR37"	A	N/A
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes new end of Vernal Pike near station 459+00 offset 120' Rt. of Line "SR37"	B	N/A
Partially New	Bloomington	East of SR37, Reversion of Maintenance responsibility includes Vernal Pike near station 472+50 Rt. of Line "SR37" east of the Bridge Structure limit.	B	12
Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes Crescent Drive from station 10+50 of Line "PR-S-Crescent" to Vernal Pike.	A	14

Existing	Bloomington	East of SR37, Reversion of Maintenance responsibility includes new connection between Prow Rd and Acuff Road near station 579+28 offset 480 Rt. Of Line "SR37"	A	4
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**EXHIBIT D
TRANSFERRED ROADS TO INDOT**

[See attached]

Exhibit D
Transferred Roads to INDOT

Existing/Partially New	Location	Description	Category	Miles
Existing	Bloomington	Reversion of Maintenance responsibility includes Tapp Road, east from Ramps "T-NBEX" and "T-NBEN", for a total of approximately 0.13 miles transferred.	B	9
Existing	Bloomington	Reversion of Maintenance responsibility includes new end of Rex Grossman Blvd, north of Tapp Road, for a total of approximately 0.03 miles transferred.	A	N/A
Existing	Bloomington	Reversion of Maintenance responsibility includes new end of Rex Grossman Blvd, south of Tapp Road, for a total of approximately 0.03 miles transferred.	A	N/A
Existing	Bloomington	Reversion of Maintenance responsibility includes 2nd Street (also signed as Bloomfield Road), east from Ramps "45-NBEN" and "45-NBEX" for a total of approximately 0.23 miles transferred.	A	10
Existing	Bloomington	Reversion of Maintenance responsibility includes 3rd Street east from Ramp "48-NBEX", for a total of approximately 0.11 miles transferred.	A	11
Existing	Bloomington	Reversion of Maintenance responsibility includes new end of W. Whitehall Crossing Blvd, west of I-69 (SR37), for a total of approximately 0.00 miles transferred.	A	N/A
Existing	Bloomington	Reversion of Maintenance responsibility includes the new end of the existing Vernal Pike, east of the existing intersection of Vernal Pike and SR37, for approximately 0.02 miles transferred.	B	N/A
Partially New	Bloomington	Reversion of Maintenance responsibility includes Vernal Pike, east from the proposed bridge over I-69 (SR37), for a total of approximately 0.15 miles transferred.	B	12
Existing	Bloomington	Reversion of Maintenance responsibility includes Crescent Drive, south from the intersection of Crescent Drive and Vernal Pike, for approximately 0.06 miles transferred.	A	14
Existing	Bloomington	Reversion of Maintenance responsibility includes new connection between Prow Rd and Acuff Road, east of I-69 (SR37), for a total of approximately 0.07 miles transferred.	A	4

EXHIBIT E
ADDITIONAL TRANSFERRED ROADS TO CITY

[See attached]

EXHIBIT E
ADDITIONAL ROADS TRANSFERRED TO CITY

169 Section 5 Reversion of Maintenance Listing - Deborah/Schmalz Drive - Engineering Language

Road Type	Jurisdiction	Description	Pavement Design	Typical Section	Plan Sheet
Completely New	Bloomington	East of SR37, Reversion of Maintenance responsibility includes the new connection of Deborah Drive/Schmalz Boulevard to Tapp Road.	See Exhibit G, Pavement B	See Exhibit F	See Exhibit B, Plan Sheet Area No. 4

169 Section 5 Reversion of Maintenance Listing - Deborah/Schmalz Drive - Plain English

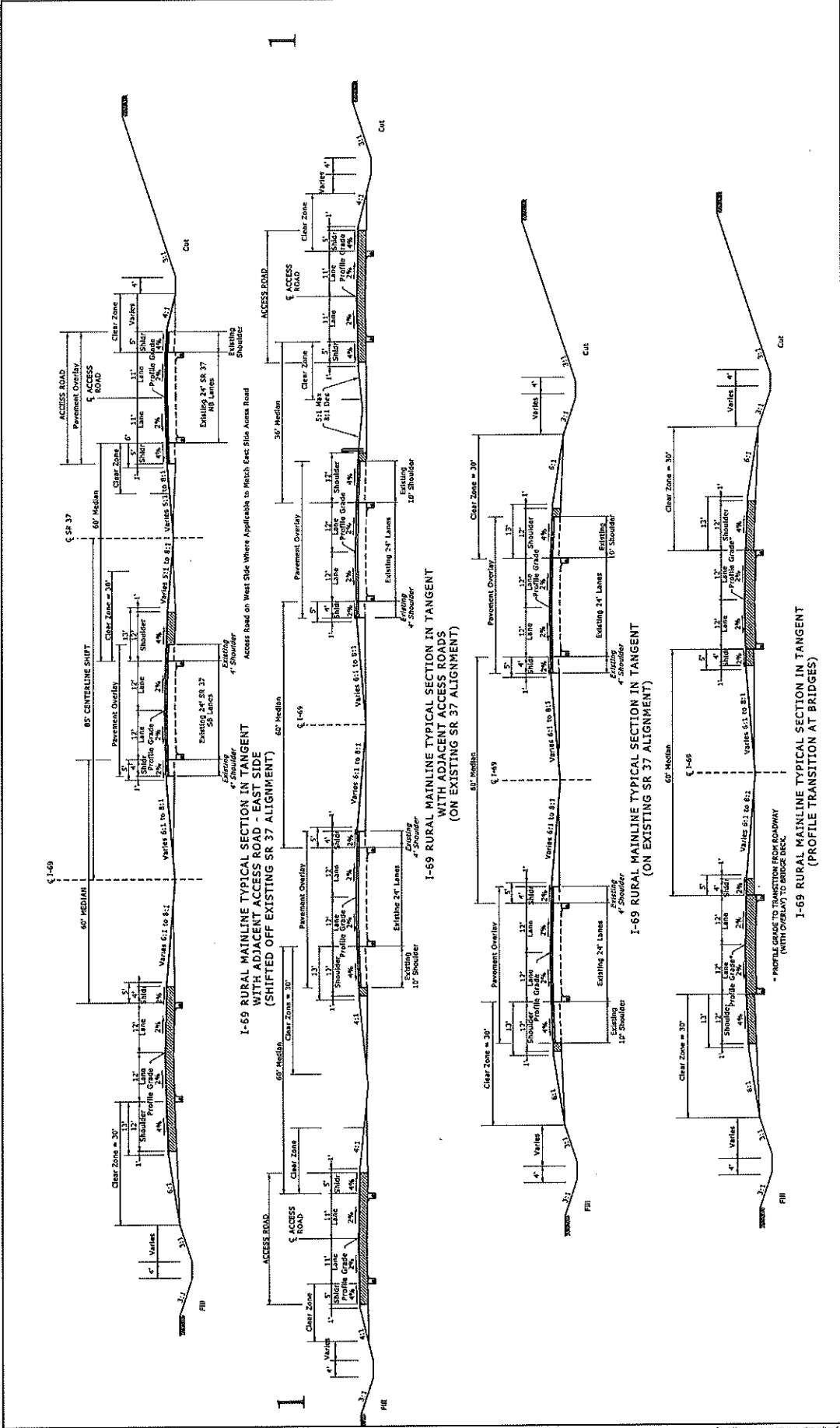
Road Type	Jurisdiction	Description	Pavement Design	Typical Section	Plan Sheet
Completely New	Bloomington	Reversion of Maintenance responsibility includes the new connection of Deborah Drive/Schmalz Boulevard to Tapp Road, North of Tapp Road, for a total of approximately 0.09 miles transferred.	See Exhibit G, Pavement B	See Exhibit F	See Exhibit B, Plan Sheet Area No. 4

**EXHIBIT F
DEPICTIONS OF TYPICAL CROSS SECTIONS**

[See attached]

EXHIBIT F - DEPICTIONS OF TYPICAL CROSS SECTIONS

R/W CODE 5798

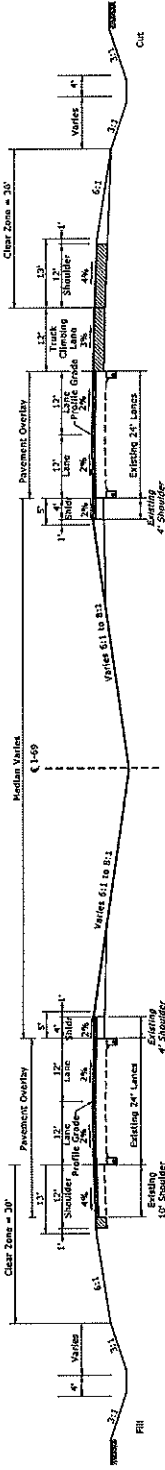


RECOMMENDED FOR APPROVAL	SUBSET/ISSUES/REV	DATE	INDIANA	DEPARTMENT OF TRANSPORTATION	BRIDGE C/L
DESIGNED BY	DRAWN BY	IN CHARGE	INDIANA	DEPARTMENT OF TRANSPORTATION	BRIDGE C/L
CHECKED BY	IN CHARGE	DATE	INDIANA	DEPARTMENT OF TRANSPORTATION	BRIDGE C/L
PROJECT NO.	PROJECT	PROJECT	INDIANA	DEPARTMENT OF TRANSPORTATION	BRIDGE C/L
CONTRACT NO.	CONTRACT	CONTRACT	INDIANA	DEPARTMENT OF TRANSPORTATION	BRIDGE C/L
SHEET NO.	SHEET	SHEET	INDIANA	DEPARTMENT OF TRANSPORTATION	BRIDGE C/L
TOTAL SHEETS	TOTAL SHEETS	TOTAL SHEETS	INDIANA	DEPARTMENT OF TRANSPORTATION	BRIDGE C/L

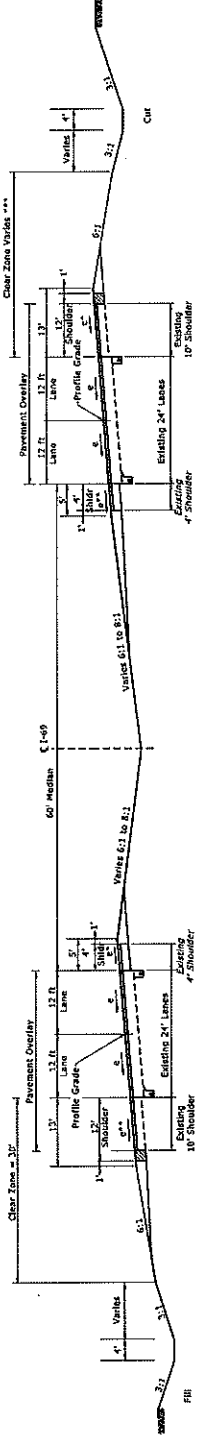
DATE: 11/11/11
 TIME: 10:00 AM
 FILE: I-69 SR 37 BRIDGE C/L

EXHIBIT F - DEPICTIONS OF TYPICAL CROSS SECTIONS

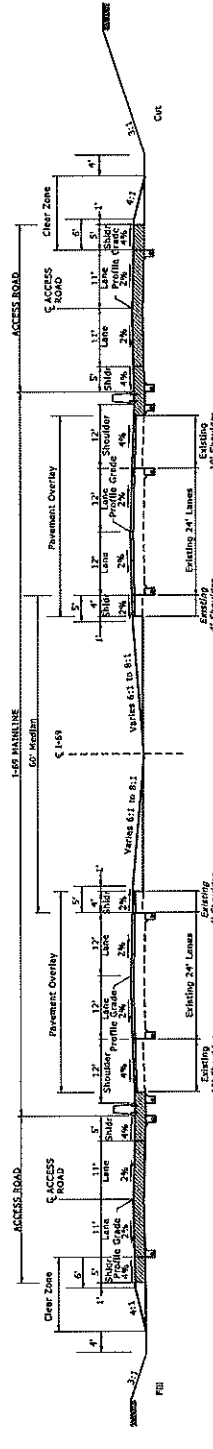
R/W CODE 5798



I-69 RURAL MAINLINE TYPICAL SECTION IN TANGENT TRUCK CLIMBING LANE (ON EXISTING SR 37 ALIGNMENT)



I-69 RURAL MAINLINE TYPICAL SECTION IN SUPERELEVATION (ON EXISTING SR 37 ALIGNMENT)



I-69 RURAL MAINLINE TYPICAL SECTION IN TANGENT WITH ADJACENT ACCESS ROADS (ON EXISTING SR 37 ALIGNMENT)

* IF 4% < 4% USE 4% AWAY FROM TRAVEL LANE
 IF 4% < 2.5% USE 2.5% AWAY FROM TRAVEL LANE
 IF 2.5% < 2% USE 2% AWAY FROM TRAVEL LANE
 IF 2% < 1.5% USE 1.5% AWAY FROM TRAVEL LANE
 IF 1.5% < 1% USE 1% AWAY FROM TRAVEL LANE
 IF 1% < 0.5% USE 0.5% AWAY FROM TRAVEL LANE
 IF 0.5% < 0% USE 0% AWAY FROM TRAVEL LANE
 *** CLEAR ZONE ADJUSTMENT FACTOR TO BE APPLIED WHERE R < 500'

2

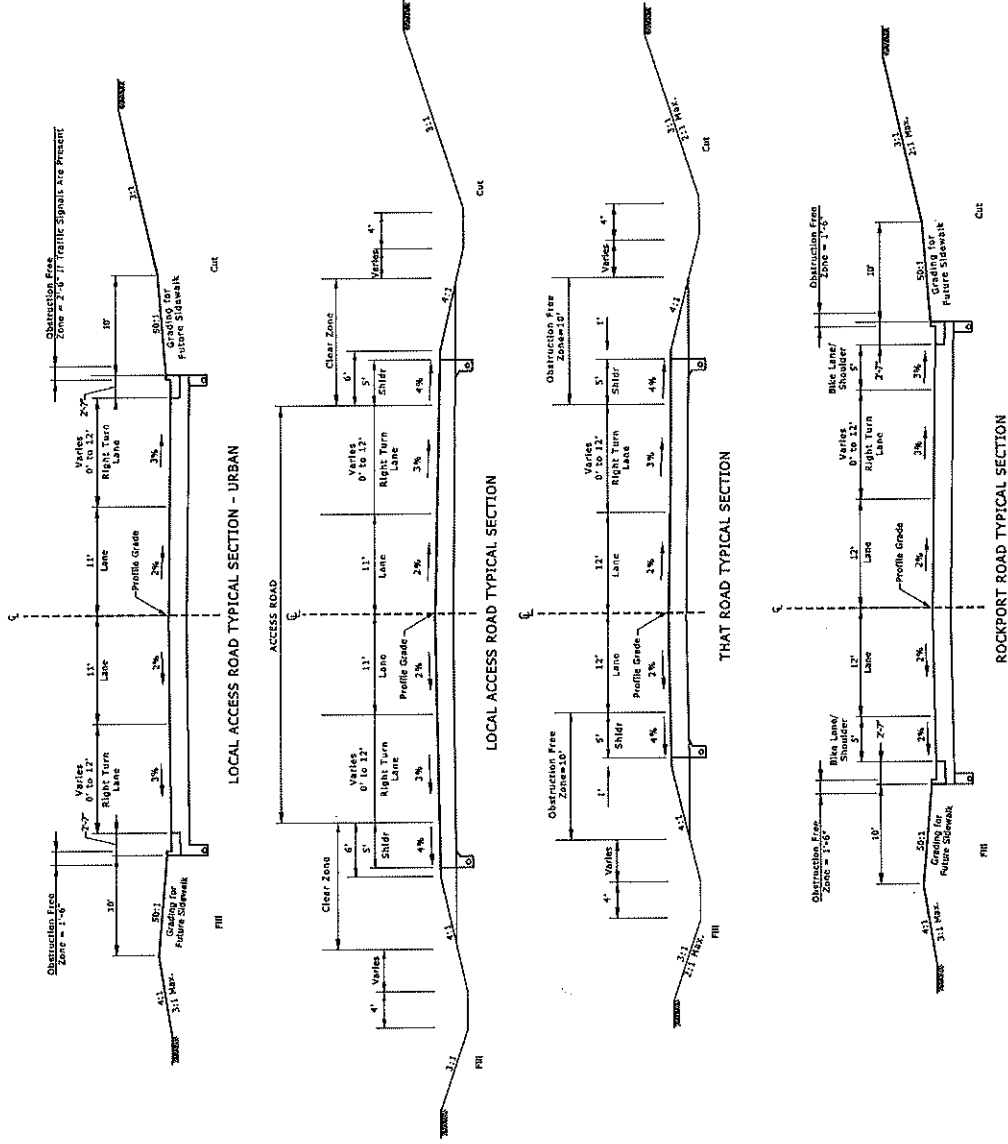
2

<p>RECOMMENDED FOR APPROVAL</p> <p>DESIGNED BY: NIA</p> <p>CHECKED BY: NIA</p> <p>DRAWN BY: NIA</p> <p>DATE: N/A</p>	<p>INDIANA</p> <p>DEPARTMENT OF TRANSPORTATION</p>	<p>PROJECT: SR 37</p> <p>CONTRACT: 6</p> <p>DATE: 1/1/2006</p> <p>PROJECT: SR 37</p>
<p>TYPICAL SECTIONS</p>		<p>INDIANA STATE HIGHWAY DEPARTMENT</p> <p>DESIGNED BY: NIA</p> <p>CHECKED BY: NIA</p> <p>DRAWN BY: NIA</p> <p>DATE: N/A</p>

DATE: 1/1/2006
 TIME: 10:00 AM
 FILE: 012205798.dwg
 USER: NIA

EXHIBIT F - DEPICTIONS OF TYPICAL CROSS SECTIONS

R/W CODE 5798



3

4

5

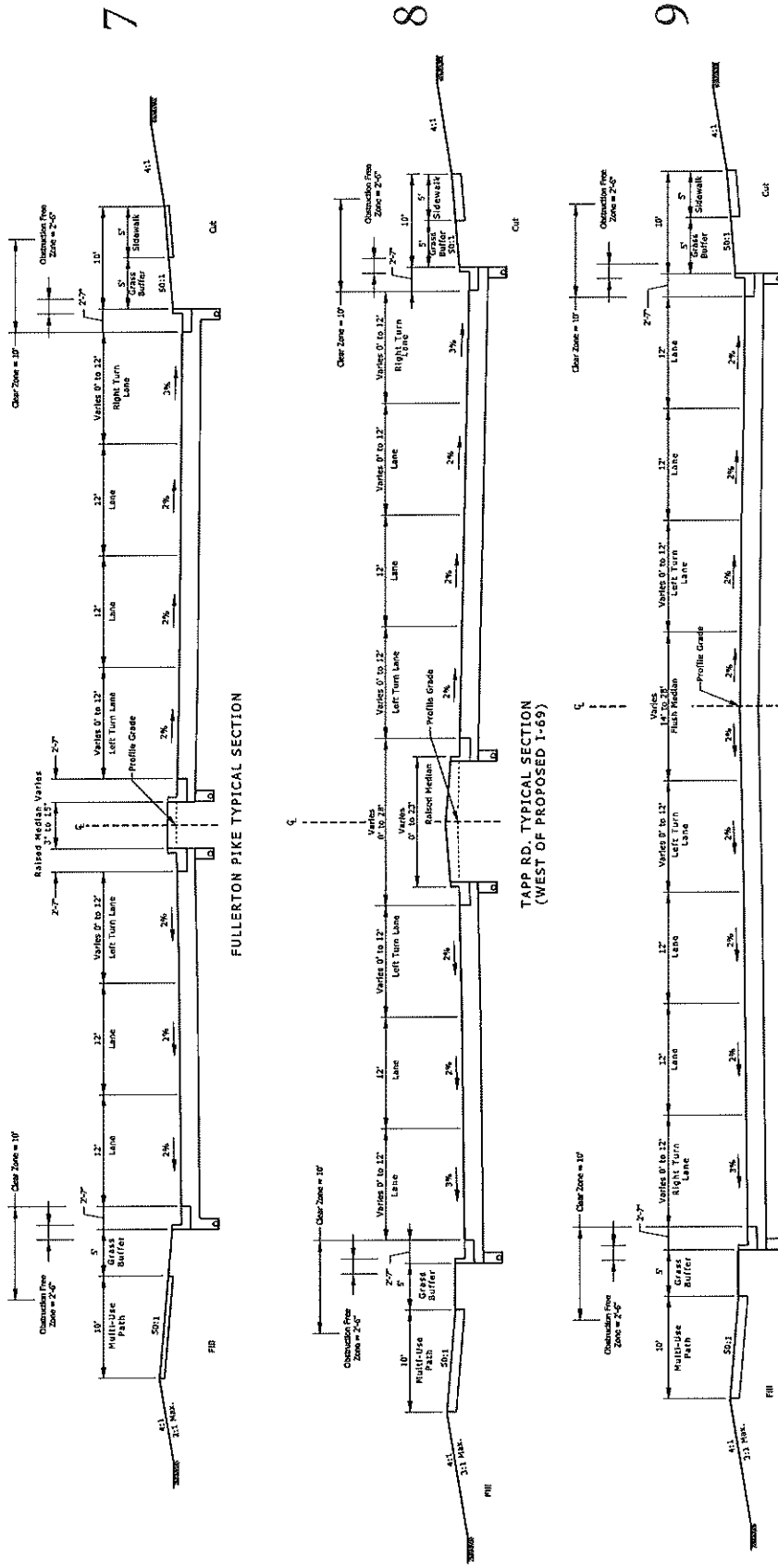
6

RECOMMENDED FOR APPROVAL DATE: _____ PROJECT: _____		INDIANA DEPARTMENT OF TRANSPORTATION		POLITICAL SCALE 1/4" = 1'	
DESIGN ENGINEER: _____ CHECKED: _____ DATE: _____		PROJECT NO.: _____ SHEET NO.: _____		CONTRACT NO.: _____	
ROCKPORT ROAD TYPICAL SECTION		TYPICAL SECTIONS		SCALE: _____ SHEET NO.: _____	

ROCKPORT ROAD TYPICAL SECTION

EXHIBIT F - DEPICTIONS OF TYPICAL CROSS SECTIONS

R/W CODE 5798



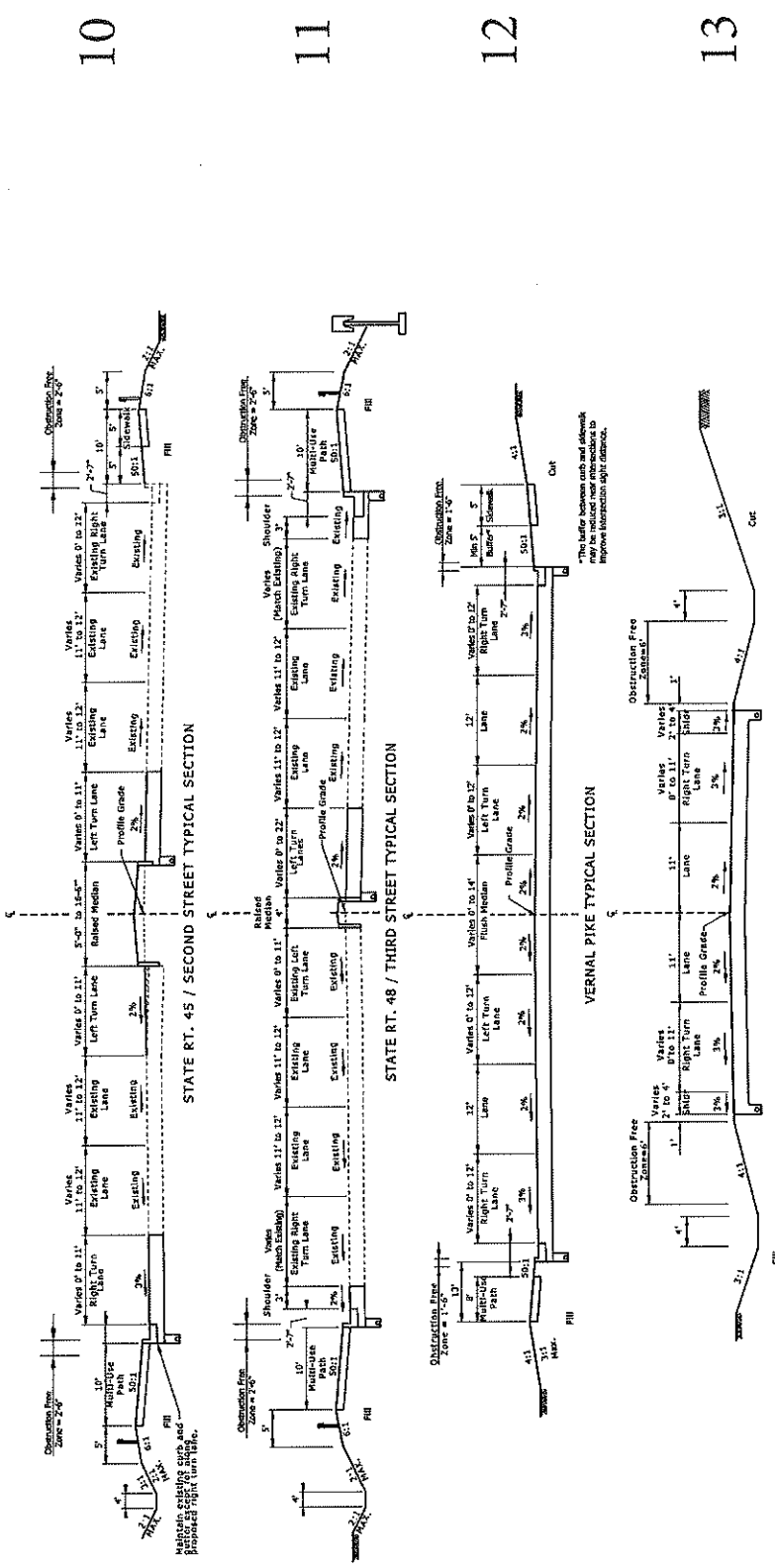
TAPP RD. ROAD TYPICAL SECTION
(EAST OF PROPOSED I-69)

RECOMMENDED FOR APPROVAL		DATE	
DESIGNED BY	INVESTIGATED BY	DRAWN BY	INSP. BY
CHECKED BY	PROJECT NO.	CHECKED BY	INSP. BY
APPROVED BY		APPROVED BY	
INDIANA DEPARTMENT OF TRANSPORTATION			
TYPICAL SECTIONS			
PROJECT NO.	DATE	SCALE	PROJECT
9		1" = 40'	

11/12/03 11:45 AM
 11/12/03 11:45 AM
 11/12/03 11:45 AM
 11/12/03 11:45 AM

EXHIBIT F - DEPICTIONS OF TYPICAL CROSS SECTIONS

RWY CODE 5798

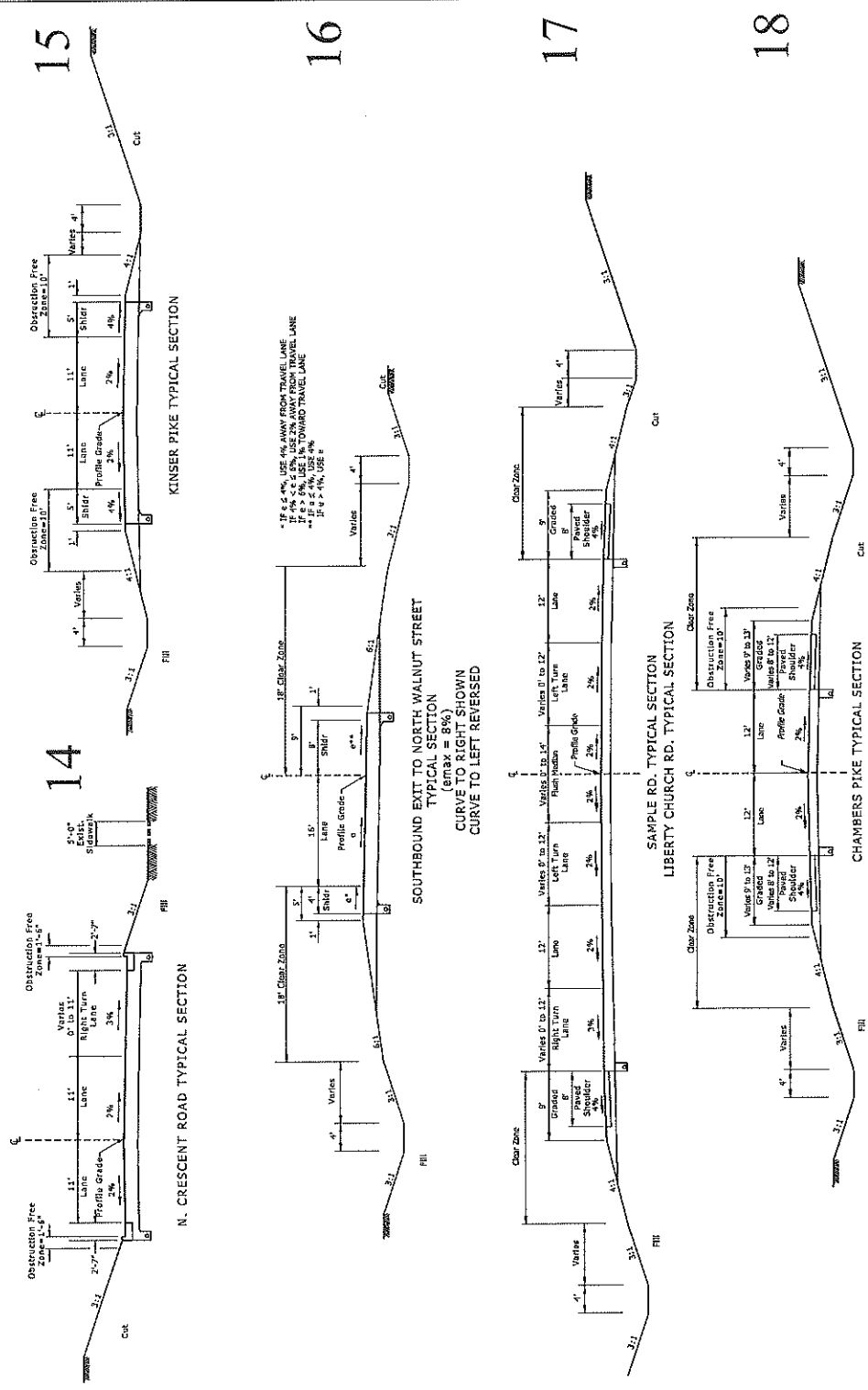


	INDIANA DEPARTMENT OF TRANSPORTATION	BUDGET FILE SECTION DESIGN NO. DRAWING NO. SHEET NO. PROJECT
	TYPICAL SECTIONS	SHEET 254 OF 256 PROJECT
RECOMMENDED POLYMER MODIFIER	DESIGNED BY DATE	CHECKED BY DATE
DRAWN BY DATE	CHECKED BY DATE	PROJECT

The buffer between curb and sidewalk may be reduced near intersections to improve intersection sight distance.

EXHIBIT F - DEPICTIONS OF TYPICAL CROSS SECTIONS

R/W CODE 5798

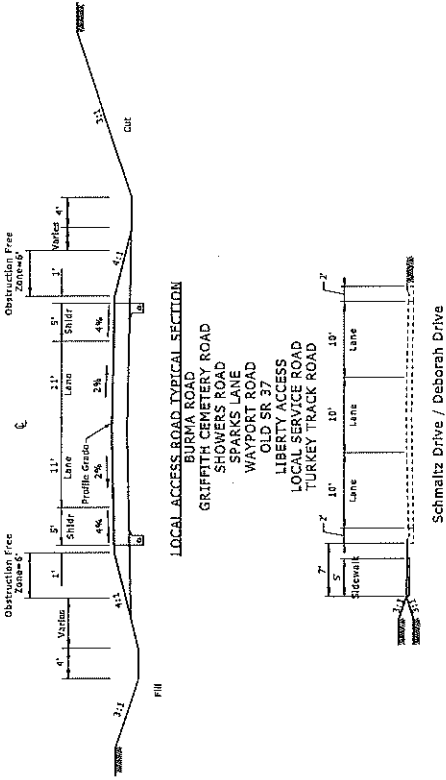


RECORDED FOR APPROVAL	DESIGN ENGINEER	DATE	INDIANA	INDIANA	INDIANA
DESIGNED	DRAWN	IN A	DEPARTMENT OF TRANSPORTATION	DEPARTMENT OF TRANSPORTATION	DEPARTMENT OF TRANSPORTATION
CHECKED	CHECKED	IN A	TYPICAL CROSS SECTIONS		
PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.	PROJECT NO.
CONTRACT	CONTRACT	CONTRACT	CONTRACT	CONTRACT	CONTRACT
SCALE	SCALE	SCALE	SCALE	SCALE	SCALE
DATE	DATE	DATE	DATE	DATE	DATE

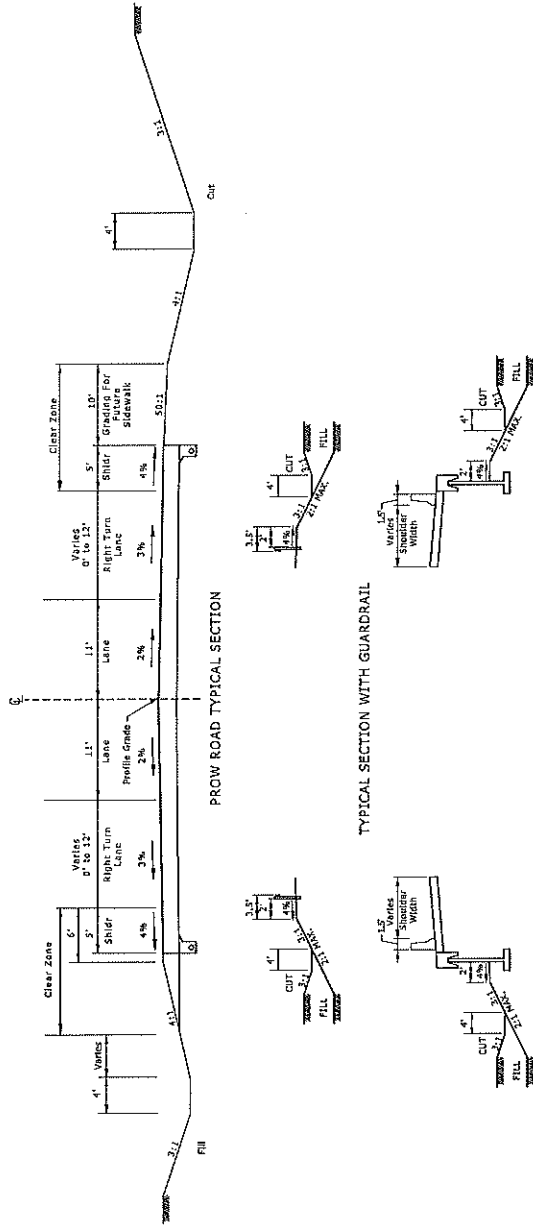
EXHIBIT F - DEPICTIONS OF TYPICAL CROSS SECTIONS

R/W CODE 5798

19



20



RECOMMENDED FOR APPROVAL DESIGN ENGINEER DATE DESIGNED BY N/A DRAWN BY N/A CHECKED BY N/A	INDIANA DEPARTMENT OF TRANSPORTATION TYPICAL CROSS SECTIONS	HORIZONTAL SCALE 200' = 1"	BRIDGE GULLY
		VERTICAL SCALE 20' = 1"	DESIGNATION
PROJECT NO. 80	SHEET NO. 80	CONTRACT	DATE

**EXHIBIT G
PAVEMENT DESIGN STANDARDS**

[See attached]

EXHIBIT G - PAVEMENT DESIGN STANDARDS

Technical Provisions - Section 10
Pavement

10.1.1 IFA Specified Pavement Designs

Outside the O&M Limits the minimum pavement design requirements are specified below.

- HMA pavement for That Road (west of I-69), Rockport Road, Fullerton Pike, Tapp Road, Sam's Club Drive, Danlyn Road, Vernal Pike and Sample Road shall be:
 - 165 lb/sy QC/QA HMA 2, 64, Surface 9.5 mm
 - 275 lb/sy QC/QA HMA 2, 64, Intermediate 19.0 mm
 - 330 lb/sy QC/QA HMA 2, 64, Base 19.0 mm
 - 3 inches of compacted aggregate, No. 53, base
 - Subgrade IA

B

Notes:

- a. Provide pavement underdrains for Fullerton Pike in accordance with IDM.

- HMA for all roads other than those listed above shall be:
 - 165 lb/sy QC/QA HMA 2, 64, Surface 9.5 mm
 - 385 lb/sy QC/QA HMA 2, 64, Intermediate 19.0 mm
 - 5 inches of compacted aggregate, No. 53, base
 - Subgrade IA

A

Notes :

- a. For curbed sections use 7 inch curb height.
- b. For curbed sections use 6 inches compacted aggregate.

**EXHIBIT H
ORNAMENTAL LIGHTING**

[See attached]

EXHIBIT H - ORNAMENTAL LIGHTING

SOLID STATE AREA LIGHTING

COLONIAL SERIES-LED

SPECIFICATIONS

HOUSING

Durable, corrosion resistant, heavy cast low copper aluminum assembly (A356 alloy, <0.2% copper). Minimum wall thickness is .188". Traditional styling of the housing provided with cast aluminum housing top hinges for easy access. All hardware is stainless steel.

VLED[®] OPTICAL MODULE

Low copper A356 alloy (<.2% copper) cast aluminum housing. Integrated clear tempered 3/16" glass lens sealed with a continuous silicone gasket protects emitters (LED's) and emitter Reflector-Prism optics, and seals the module from water intrusion and environmental contaminants. LED's are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Each emitter is optically controlled by a Reflector-Prism injection molded from H12 acrylic (3 types per module; one from 0° - 50°; one from 50° - 65°; one from 65° - 72°). Each Reflector-Prism has indexing pins for aiming and is secured to an optical plate made of matte black anodized aluminum. The optical plate locates every Reflector-Prism over an emitter. Reflector-Prisms are secured to the optical plate with a UV curing adhesive. The Reflector-Prisms are arrayed to produce IES Type II, III, IV, and V-SQ distributions. The entire VLED[®] Optical Module is field rotatable in 90° increments. Both module and drivers are factory wired using water resistant, insulated cord. Lens, module and drivers are field replaceable.

LED EMITTERS

High Output LED's are driven at 350mA for nominal 1 Watt output each or 525mA (COL21 and COL18 only) for nominal 1.5 Watt output each. LED's are available in standard Neutral White (4000K), or optional Cool White (5000K) or Warm White (3000K). Consult Factory for other LED options.

LED DRIVER

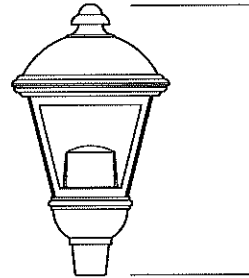
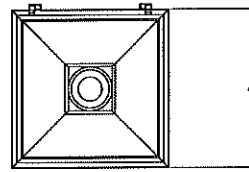
UL and CUL recognized High Power Factor, Constant Current LED drivers operate on input voltages from 120-277VAC, 50/60hz. Consult Factory for 347-480VAC. Driver is mechanically fastened to a retaining bracket. Main power quick disconnect provided. Driver has a minimum 4KV of internal surge protection, 10KV & 20KV Surge Protector available. Dimming and High-Low Driver options available.

FINISH

Electrostatically applied TGIC Polyester Powder coating on substrate prepared with 20 PSI power wash. Four step iron phosphate pretreatment for protection and paint adhesion. 400°F bake for maximum hardness and durability. Texture finish is standard.

ISOLUX PEDESTRIAN BRIDGES
COL18-VLED-III-48LED-WW-SPECIFY
VOLTAGE-PT-RAL9005T BLACK

FIXTURE TYPE:



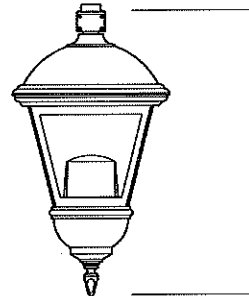
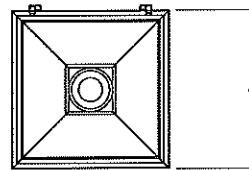
COL



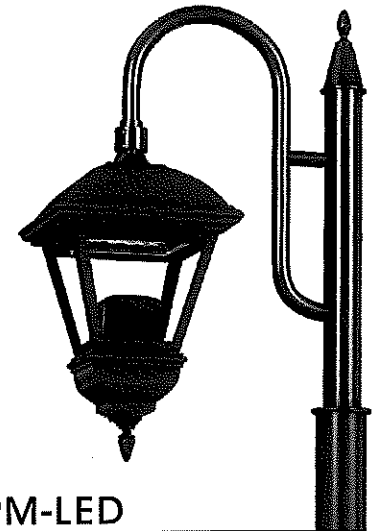
PATENT PENDING

Filter supplied to fit over 2 7/8" X 3" (73mm X 76mm) lens.

FIXTURE	A	B
COL21-LED	21" 533mm	36" 889mm
COL18-LED	18" 457mm	31" 787mm
COL12-LED	12" 305mm	22" 559mm



COL-PM-LED



PATENT PENDING

FIXTURE	A	B
COL21-PM-LED	21" 533mm	36" 914mm
COL18-PM-LED	18" 457mm	32.5" 826mm
COL12-PM-LED	12" 305mm	24" 610mm

Engineering, Inc.

SHOP DRAWING REVIEW

No exception taken Rejected

Submit specific item Make corrections noted

Resubmit

Checking is only for general conformance with the design concept of the documents. Any action shown is subject to the requirement of the plans and specifications. Contractor is responsible for any corrections which are confirmed and corrected at the site. The location, procedure and techniques of construction, coordination of his or her work with that of all other trades and the satisfactory performance of his or her work.

MADE IN THE USA

Uplight

2013352

SUN VALLEY LIGHTING

660 West Avenue O, Palmdale, CA 93551
Phone (661) 233-2000 Fax (661) 233-2001
www.usatlg.com

Consultant

01-24-17 Date

Sun Valley Lighting

660 West Avenue O, Palmdale, CA 93551
Phone (661) 233-2000 Fax (661) 233-2001
www.usatlg.com

Consultant

01-24-17

Date

EXHIBIT H - ORNAMENTAL LIGHTING

COLONIAL SERIES - LED

VS Engineering, Inc.

SHOP DRAWING REVIEW

- No exception taken Rejected
 Submit specific item Make corrections noted
 Notice and receipt

Checking is only for general conformance with the design concept of the project and does not constitute an endorsement of the contractor. The contractor shall be responsible for the accuracy of the plans and techniques of construction, coordination of his or her work with that of all other trades and the satisfactory performance of his or her work.

Shirley H. Brown

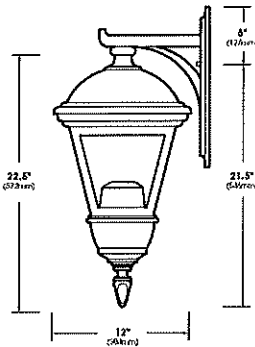
Consultant

01-24-17

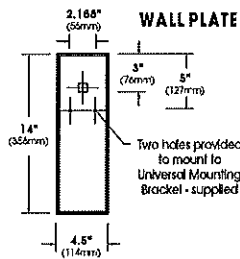
Date

SPECIFICATIONS

WALL MOUNT

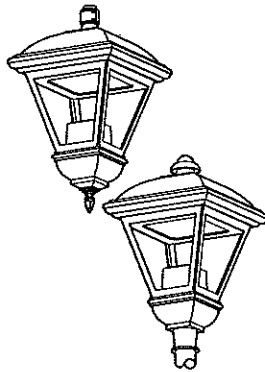


(COL12-WM shown)



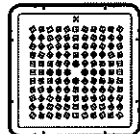
ARM BRACKET EXTRUDED AND CAST ALUMINUM CONSTRUCTION.

VLED® MODULES

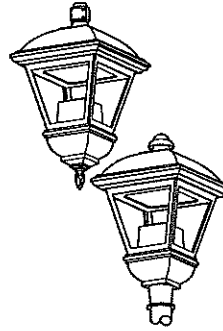


COL21-LED
COL21 E.P.A. = 2.03
COL21-PM E.P.A. = 1.93

Available in:
120, 100, 80, & 64
LED Module

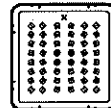


120 LED Module

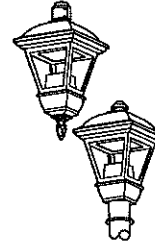


COL18-LED
COL18 E.P.A. = 1.60
COL18-PM E.P.A. = 1.55

Available in:
64 & 48 LED Module

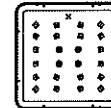


64 LED Module



COL12-LED
COL12 E.P.A. = 0.90
COL12-PM E.P.A. = 0.81

Available in:
24 LED Module



24 LED Module

MAX INPUT WATTAGE

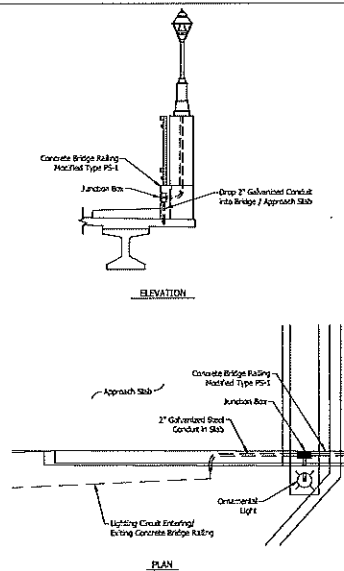
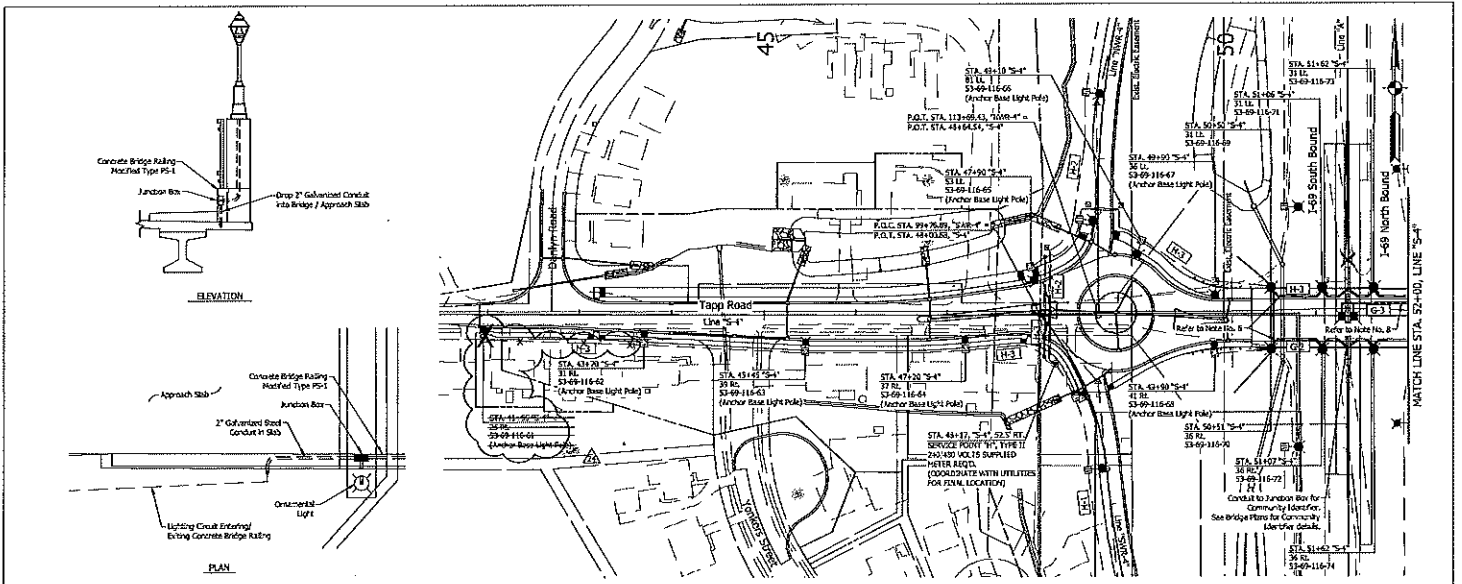
# OF LED's	DRIVE CURRENT 350mA	525mA
120	130W	192W
100	110W	164W
80	85W	126W
64	69W	103W
48	55W	76W
24	26W	-

Spec/Order Example: COL21/VLED-VSQ/120LED CW/3-90/RAL7004/DF

SPEC / ORDERING INFORMATION

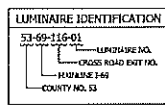
LUMINAIRE	OPTICS	# of LED's	DRIVE CURRENT	COLOR TEMP - CCT	MOUNTING	FINISH	OPTIONS
LUMINAIRE	OPTICS	LED			MOUNTING	FINISH	OPTIONS
<input type="checkbox"/> COL21-LED <input type="checkbox"/> COL21-PM-LED <input type="checkbox"/> COL18-LED <input type="checkbox"/> COL18-PM-LED <input type="checkbox"/> COL12-LED <input type="checkbox"/> COL12-PM-LED	<input type="checkbox"/> TYPE - I VLED - II ... <input type="checkbox"/> TYPE - II VLED - III ... <input type="checkbox"/> TYPE - IV VLED - IV ... <input type="checkbox"/> TYPE - V SQ VLED - VSQ ... <input type="checkbox"/> TYPE - ASYMMETRIC VLED - ASY ... <input type="checkbox"/> TYPE - SYMMETRIC VLED - SYM ...	COL21 <input type="checkbox"/> 120LED (132 Watts) <input type="checkbox"/> 100LED (110 Watts) <input type="checkbox"/> 80LED (89 Watts) <input type="checkbox"/> 64LED (72 Watts) COL18 <input type="checkbox"/> 64LED (72 Watts) <input type="checkbox"/> 48LED (63 Watts)	<input type="checkbox"/> 350mA <input type="checkbox"/> 525mA	<input type="checkbox"/> NW (4000K)* *STANDARD <input type="checkbox"/> CW (5000K) <input type="checkbox"/> WW (3000K) OTHER LED COLORS AVAILABLE CONSULT FACTORY VOLTAGE <input type="checkbox"/> 120 <input type="checkbox"/> 208 <input type="checkbox"/> 240 <input type="checkbox"/> 277 <input type="checkbox"/> 347 <input type="checkbox"/> 480	<input type="checkbox"/> 1 <input type="checkbox"/> 2-180 <input type="checkbox"/> 2-90 <input type="checkbox"/> 3-90 <input type="checkbox"/> 3-120 <input type="checkbox"/> 4-90 WALL MOUNT Refer to Sun Valley Lighting binder or website section - Arms/Wall Brackets <input type="checkbox"/> WM POST TOP <input type="checkbox"/> PT	<input type="checkbox"/> BLACK RAL-9005-T <input type="checkbox"/> WHITE RAL-9003-T <input type="checkbox"/> GREY RAL-7004-T <input type="checkbox"/> DARK BRONZE RAL-8019-T <input type="checkbox"/> GREEN RAL-6005-T FOR SMOOTH FINISH REMOVE SUFFIX "T" (EXAMPLE: RAL-9500) SEE USALIT.COM FOR ADDITIONAL COLORS	<input type="checkbox"/> INTERNAL HOUSE SIDE SHIELD..... HS <input type="checkbox"/> DIMMABLE DRIVER(S) (0-10V)..... DIM <input type="checkbox"/> HIGH-LOW DIMMING FOR HARDWIRED SWITCHING OR NON-INTEGRATED MOTION SENSOR..... HLSW <input type="checkbox"/> 10KV SURGE PROTECTOR..... 10SP <input type="checkbox"/> 20KV SURGE PROTECTOR (277V & 480V Only)..... 20SP <input type="checkbox"/> PHOTO CELL + VOLTAGE (EXAMPLE: PC120V)..... PC+V <input type="checkbox"/> TWIST LOCK PHOTOCELL +VOLTAGE..... TPC+V (COL21 & COL18 Only) <input type="checkbox"/> TWIST LOCK PHOTOCELL RECEPTACLE ONLY..... TPR (COL21 & COL18 Only) <input type="checkbox"/> DOUBLE FUSE (208V, 240V)..... DF

EXHIBIT H - ORNAMENTAL LIGHTING



CONDUIT ENTERING / EXITING BRIDGE RAILING DETAIL
N/A to Scale

- NOTES:**
- For additional lighting details, refer to Section 027 of INDOT Standard Drawings.
 - The undersize luminaires shall be mounted a min. of 1'-0" below top of center post cap.
 - Intermediate (1 1/2 cut-off) roadway luminaires shall be used per environmental commitment.
 - For luminaire schedule and service post design data, see 'Luminaire Schedule, Design Data & Service Post Tables' sheet.
 - All proposed light standards, conduits and service poles are sealed up for clarity purposes.
 - Conduits for ornamental lighting to be 2" galvanized steel constructed inside of bridge railing (refer to lighting detail). Conduits show outside of bridge railing for clarity purposes.
 - Foundations and light standards to be installed after temporary pavement for maintenance of TRITEC has been removed.
 - Conduits for undersize lighting to be 3/4" galvanized steel mounted on inside of permitted concrete forms. Refer to INDOT Standard Drawing BR7414R. Conduits shown away from bridge for clarity purposes. Details to be placed around light pole foundations. Foundations and light standards to be installed after additional lane is constructed.



- LEGEND**
- 4-1C no. 4 cu. conductor in plastic duct in trench
 - 3/4" galvanized steel conduit, undersize lighting
 - 4-1C no. 4 cu. conductor in plastic duct in trench
 - 2" galvanized steel conduit
 - 4-1C no. 4 cu. conductor in plastic duct in trench
 - Service point, Type II (240/480 volts)
 - Proposed cable duct marker
 - Breaker box for undersize lighting
 - Proposed hand hole
 - Lighting circuit number
 - Light standard (with mast arm length) and foundation w/250 with N.P.S. roadway luminaires full cut off with photometric curve CA, GE 17725 or equal mounted on transformer base, or anchor base where specified on plans.
 - Ornamental light standard and foundation w/100 with N.P.S. roadway luminaires full cut off with photometric curve CA, See Valley C0419-105-105 or equal mounted on ornamental light pole where specified on plans.
 - 150 watt N.P.S. undersize wall mounted luminaire with 1/2" dia shield with photometric curve no. GE 1374 if for equal mounted on bridge center pole.

DATE	REVISION
2/26/2018	Rev. No. 21 - FDC 643 - Remove 1-69 pole no. 53-69-116-61



APPROVED FOR APPROVAL	<i>David M. Jones</i>	DATE
DESIGNED	BY: JMK	DATE
CHECKED	BY: JMK	DATE

INDIANA DEPARTMENT OF TRANSPORTATION
PROPOSED LIGHTING DETAILS
DESIGN UNIT 2B - 1-69 @ TAPP ROAD

HOORSCALE	1" = 50'	SCALE FILE	N/A
VERTICAL SCALE	N/A	DESCRIPTION	1/2" = 10'
DATE	N/A	PROJECT	1997885

DIRECTOR, INDIANA DEPARTMENT OF TRANSPORTATION
 PROJECT NO. 1997885 - TAPP ROAD BRIDGE
 EXHIBIT H - ORNAMENTAL LIGHTING
 DATE: Feb 23, 2018 - 1:29pm

EXHIBIT H - ORNAMENTAL LIGHTING

INDOT ELECTRICAL HIGH VOLTAGE COVER PLATE DETAIL

1/2" x 3/8" STAINLESS STEEL
SLOTTED FLAT HEAD MACHINE SCREWS (TYP.)

LIGHT STANDARD - ON BRIDGE (LT. & RT.)

LIBRARY NO. 1
 53-69-116-69 53-69-116-73
 53-69-116-70 53-69-116-74
 53-69-116-71 53-69-116-75
 53-69-116-72 53-69-116-76

LIGHT STANDARD - TAPP ROAD (LT.)

LIBRARY NO. 1
 53-69-116-78

LIGHT STANDARD - TAPP ROAD (LT.)

LIBRARY NO. 1
 53-69-116-35 53-69-116-40
 53-69-116-36 53-69-116-45
 53-69-116-42 53-69-116-46
 53-69-116-44 53-69-116-48

(1) Varies
 (2) Anchor Base Light Pole
 (3) 2" Galv'd to Avoid Storm Pipe

LIGHT STANDARD - TAPP ROAD (RT.)

LIBRARY NO. 1
 53-69-116-27 53-69-116-44
 53-69-116-28 53-69-116-79
 53-69-116-41 53-69-116-41
 53-69-116-43 53-69-116-43
 53-69-116-43 53-69-116-45

SECTION "A-A"

PLAN VIEW

SECTION "B-B"

PLAN VIEW

LIGHT STANDARD - TAPP ROAD (LT.)

LIBRARY NO. 1
 53-69-116-49 53-69-116-60

LIGHT STANDARD - TAPP ROAD (RT.)

LIBRARY NO. 1
 53-69-116-77

NOTE: JUNCTION BOX TO BE SPRING CITY ELECTRICAL MANUFACTURING CO. EXTERNAL ACCESS BLANDED HOT GIP GALVANIZED JUNCTION BOX WITH COVER PAINTED TO MATCH BRIDGE PROJECT PAINTING, FINISHING OR EQUIVALENT.

JUNCTION BOX DETAILS

DATE	REVISION

DESIGNED BY: SHD
 CHECKED BY: SHD

INDIANA DEPARTMENT OF TRANSPORTATION

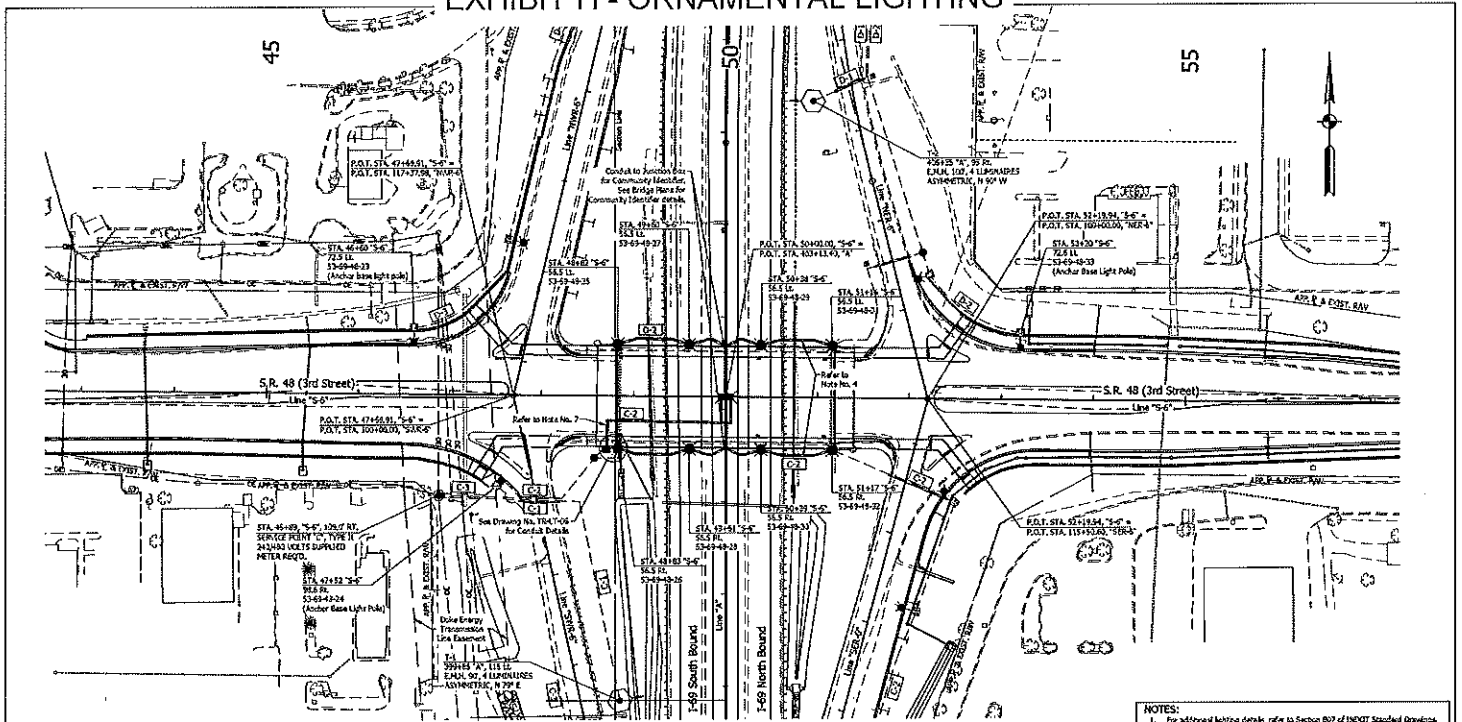
LIGHTING DETAILS - TAPP ROAD

DESIGN UNIT 28 - 1-69 @ TAPP ROAD

HORIZONTAL SCALE		BRIDGE FILE	
1/4" = 1'-0"	1/4" = 1'-0"		

CONTRACT NO. 2023-12-0001, 648 Series, 8' APPROXIMATE Spacing @ 20' SPACING
 FILE NO. 2023-12-0001, 648 Series, 8' APPROXIMATE Spacing @ 20' SPACING
 PROJECT NO. 2023-12-0001, 648 Series, 8' APPROXIMATE Spacing @ 20' SPACING
 DATE: 11/15/23

EXHIBIT H - ORNAMENTAL LIGHTING



LEGEND

- 4-1C no. 4 cu. conductor in plastic duct in 3" galvanized steel conduit
- 4-2C no. 4 cu. conductor in plastic duct in 2" galvanized steel conduit
- 4-1C no. 4 cu. conductor in plastic duct in trench
- ExH Service point
- Proposed cable duct marker
- Proposed hand hole
- Proposed lighting circuit number
- Proposed service point
- 69 watt LED landscape wall mounted luminaire with I.E.S. distribution (60-010) having optical characteristics equivalent to GE E-40, or approved equal
- Ornamental light standard and foundation with 69 watt LED roadway luminaire fill out with photometric curve no. Sun Valley Co. 18-8-407 LED-W/92-183 (cylinder white) or equal mounted on ornamental light pole where specified on plans.

LUMINAIRE IDENTIFICATION	
53-69-48-01	PROPOSED LUMINAIRE NO. (ENCL. 1-1-01), LUMINAIRE Pkg.
	CROSS ROAD PROJECT NUMBER
	MANHOLE 1-49
	COUNTY NO. 53

- ### NOTES:
- For additional lighting details, refer to Section 807 of INDOT Standard Drawings.
 - For luminaires as well as service point design data, see "Luminaire Schedule, Design Data & Service Point Tables" sheet.
 - All proposed light standards, conduits and service points are scaled up for clarity purposes.
 - Conditions for ornamental lighting to be 2" galvanized steel constructed inside of bridge railing (refer to lighting details). Conduits shown outside of bridge railing for clarity purposes.
 - All proposed luminaires shall be non-flicker (UL not-off) per an ornamental commitment.
 - Conditions existing 1-49, S.R. 48 and S.R. 48 to be installed free base.
 - Conditions for landscape lighting to be 3" galvanized steel mounted to inside of steel beam. Refer to INDOT Standard Drawing E074-DUP. Conduits shown away from bridge for clarity purposes.

DATE	REVISION
11/20/2017	MIC-318 Revised Lighting Plans



DESIGNED BY	SHD	DATE	11/20/2017
CHECKED BY	SHD	DATE	

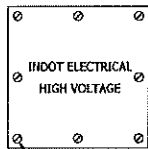
INDIANA
DEPARTMENT OF TRANSPORTATION

PROPOSED LIGHTING PLANS
DESIGN UNIT 06-02
S.R. 48 @ 1-09

HORIZONTAL SCALE	VERTICAL SCALE	BRIDGE FILE NO.	CONTRACT NO.
1" = 50'	1" = 10'		

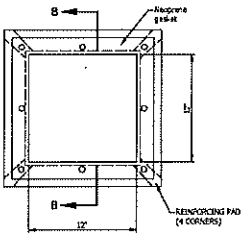
PROJECT: S.R. 48 (3RD STREET) @ 1-09
 FILE: 18900425
 DATE: 11/20/2017
 DRAWN BY: SHD
 CHECKED BY: SHD

EXHIBIT H - ORNAMENTAL LIGHTING

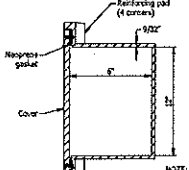


1/4" x 20 stainless steel
stamped flat head mounting
screws (1/4")

COVER PLATE DETAIL



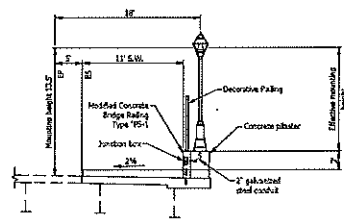
PLAN VIEW



SECTION "B-B"

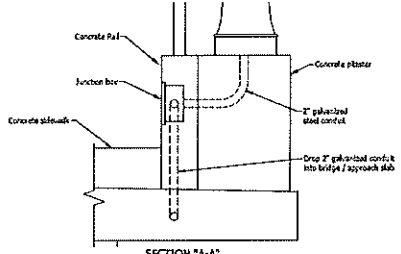
JUNCTION BOX DETAILS

NOTE:
Junction box to be Spring City Electrical
Manufacturing Co. industrial recess
flanged hot dip galvanized junction box
with cover painted to match bridge
except BR103126 or equivalent.

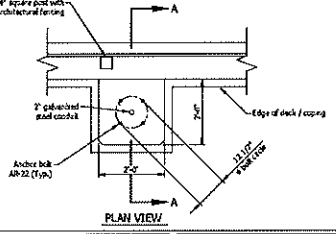


LIGHT STANDARD - ON BRIDGE S.R. 48

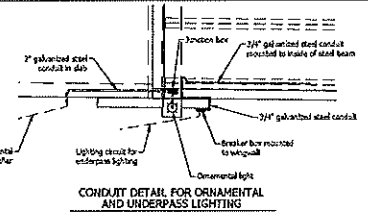
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13-05-4-35	13-07-4-30
13-08-4-37	13-09-4-31
13-09-4-38	13-09-4-32



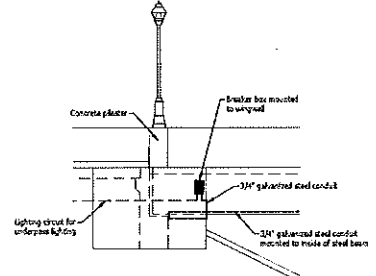
SECTION "A-A"



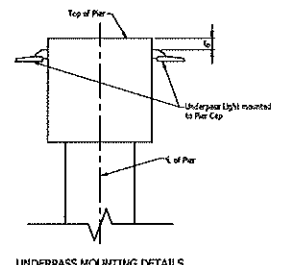
PLAN VIEW



**CONDUIT DETAIL FOR ORNAMENTAL
AND UNDERPASS LIGHTING**



BREAKER BOX MOUNTING DETAIL



UNDERPASS MOUNTING DETAILS

CONSTRUCTION: 11/09/2017 11:27:00 AM, User: S:\0630\Drawings\Lighting\000 Lighting Details\001.dwg
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 DATE: 11/09/2017 11:27:00 AM, User: S:\0630\Drawings\Lighting\000 Lighting Details\001.dwg

DATE	REVISION
11/09/2017	NOC-110 Revised Lighting Plans



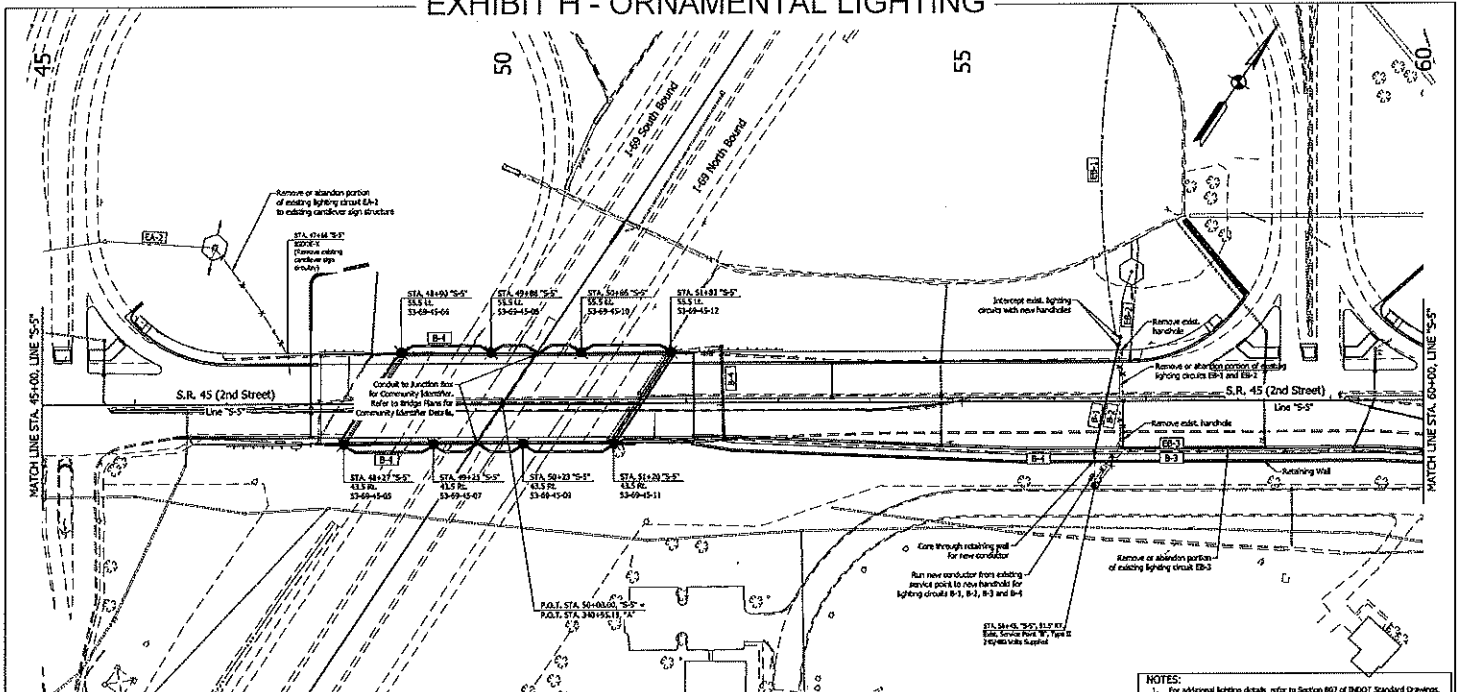
DESIGNED	SMD	DRAWN	TEB
CHECKED	JMD	IN CHARGE	SMD

**INDIANA
DEPARTMENT OF TRANSPORTATION**

LIGHTING DETAILS
DESIGN UNIT 06-02
1-69 @ S.R. 48

HORIZONTAL SCALE	1/4" = 1'-0"
VERTICAL SCALE	1/2" = 1'-0"
DATE	11/09/2017
PROJECT	SR 48
SHEET	06-02
TOTAL SHEETS	06-02

EXHIBIT H - ORNAMENTAL LIGHTING



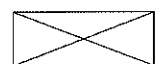
- LEGEND**
- UC — Approximate location of existing conductor
 - 4-IC No. 4 cu. conductor to plastic duct in 3/4" galvanized steel conduit
 - 4-IC No. 4 cu. conductor to plastic duct in 2" galvanized steel conduit
 - 4-IC No. 4 cu. conductor to plastic duct in trench
 - ⊗ Existing overhead sign structure
 - ⊙ Existing hand hole
 - ⊠ Proposed table duct marker
 - ⊙ Proposed hand hole
 - ⊠ Existing lighting circuit number
 - ⊠ Proposed lighting circuit number
 - ⊙ Existing light standard
 - ⊙ Existing light tower
 - ⊙ Light standard (with mast arm length) and foundation w/50 wall H.P.S. roadway luminaires full cut off with photometric curve no. 02 17705 or equal mounted on transformer base, or anchor base when specified on plans.
 - ⊙ Ornamental light standard and foundation w/70 wall H.P.S. roadway luminaires full cut off with photometric curve no. Sun Valley COR18-025-1G5 or equal mounted on ornamental light pole when specified on plans.

LUMINAIRE IDENTIFICATION	
53-69-45-01	PROPOSED LUMINAIRE NO. (SEE EXIST. LUMINAIRE NO.)
	CROSS ROAD ROUTE NUMBER
	MAINLINE I-49
	COUNTY NO. 53

- NOTES:**
- For additional lighting details, refer to Section 607 of INDOT Standard Drawings.
 - For luminaire schedule and service point design data, see "Luminaire Schedule, Design Data & Service Point Table" sheet.
 - All proposed light standards, conduits and service points are scaled up for clarity purposes.
 - Conduits for ornamental lighting to be 2" galvanized steel conductors inside of bridge railing (refer to lighting details). Conduits shown outside of bridge railing for clarity purposes.
 - Remove existing light standard and foundation.
 - Existing conduit location shown from north-south plane (1981). Field verification req'd.
 - All proposed luminaires shall be non-off-load (M cut-off) per environmental considerations.
 - Conduits entering S.R. 45 and S.R. 48 to be installed trenchless.
 - Conduits for underground lighting to be 3/4" galvanized steel installed in trench of steel beam. Refer to INDOT Standard Drawing 620-PLTRP. Conduits shown away from bridge for clarity purposes.

DIRECTOR: JONAS...
 FILE: 127887...
 DATE: 03/01/2014

DATE	REVISION

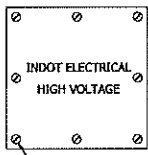


DESIGNED BY	CHIEF ENGINEER	DATE
CHECKED BY	CHECKED	DATE

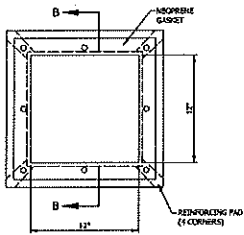
INDIANA DEPARTMENT OF TRANSPORTATION
 PROPOSED LIGHTING DETAILS
 DESIGN UNIT 06-01
 S.R. 45 @ I-49

PROJECT NO.	PROJECT NAME
127887	S.R. 45 @ I-49

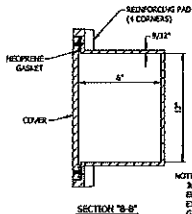
EXHIBIT H - ORNAMENTAL LIGHTING



COVER PLATE DETAIL



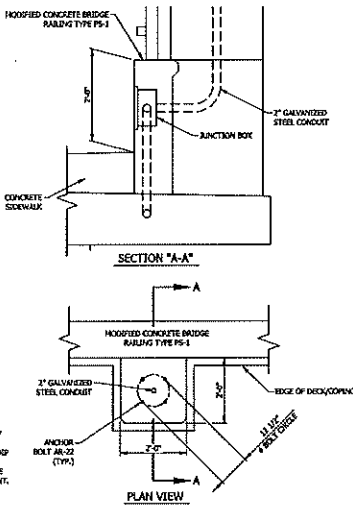
PLAN VIEW



SECTION "B-B"

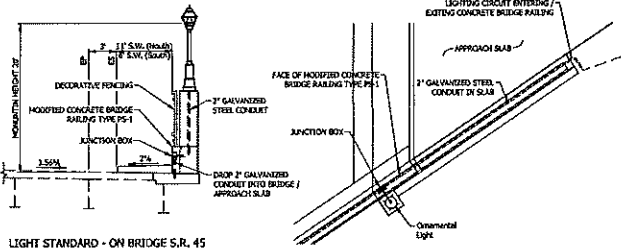
JUNCTION BOX DETAILS

NOTE: JUNCTION BOX TO BE SPRING CITY ELECTRICAL MANUFACTURING CO. EXTERNAL RECES FLANGED NOT DIP GALVANIZED JUNCTION BOX WITH COVER PAINTED TO MATCH BRIDGE PAINT, EN11306 OR EQUIVALENT.



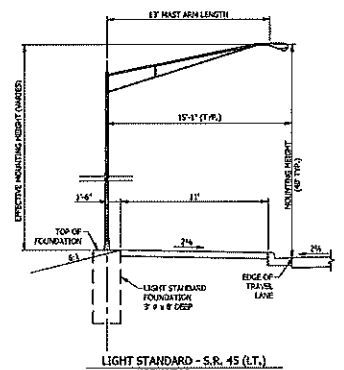
SECTION "A-A"

PLAN VIEW

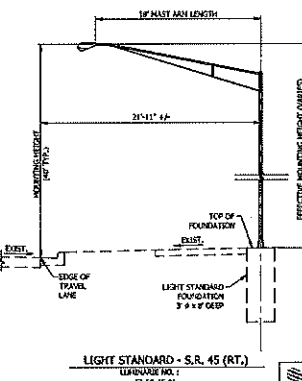


LIGHT STANDARD - ON BRIDGE S.R. 45
 LUMINAIRE NO. 1: 53-69-45-05 53-69-45-09
 53-69-45-06 53-69-45-10
 53-69-45-07 53-69-45-11
 53-69-45-08 53-69-45-12

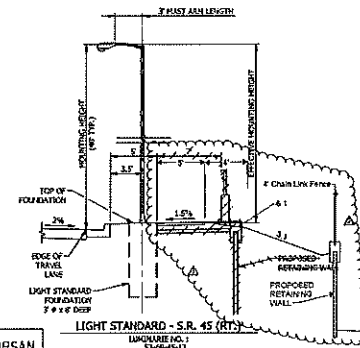
CONDUIT ENTERING / EXITING BRIDGE RAILING DETAIL



LIGHT STANDARD - S.R. 45 (LT.)
 LUMINAIRE NO. 1: 53-69-45-02
 53-69-45-03
 53-69-45-14



LIGHT STANDARD - S.R. 45 (RT.)
 LUMINAIRE NO. 1: 53-69-45-01



LIGHT STANDARD - S.R. 45 (RT.)
 LUMINAIRE NO. 1: 53-69-45-13
 53-69-45-15

DIMENSIONS: UNLESS SHOWN OTHERWISE, ALL DIMENSIONS SHALL BE IN INCHES AND DECIMALS THEREOF.
 UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS SHALL BE TO THE CENTERLINE OF THE MEMBER.
 DATE: JAN 01 2018 - 6:58 AM

DATE	REVISION
01/01/17	FDC-126-2745 & 2nd Street Vial Revision

Engineer's Professional Stamp and Seal shall apply only to the portions of plans, specifications, surveys, reports, or other documents specifically identified or described below. Engineer shall not be responsible for any other associated documents.
 Revision Number 3



RECOMMENDED FOR AWARD	<i>David L. Jones</i>	01/02/2018
DESIGNED	BY: [Signature]	DATE: [Date]
CHECKED	BY: [Signature]	DATE: [Date]

ISOLUX CORSAN
 FDC 126 - 02/03/17
 INDIANA DEPARTMENT OF TRANSPORTATION
 LIGHTING DETAILS
 DESIGN UNIT 6 - I-69 @ S.R. 45

HORIZONTAL SCALE	BRIDGE FILE
N/A	N/A
VERTICAL SCALE	DESIGNATION
N/A	EXP/ISSUE
ISSUE NO.	DATE
N/A	12/21/17
PROJECT NO.	PROJECT
1277885	

EXHIBIT H - ORNAMENTAL LIGHTING

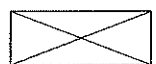
LUMINAIRE NO. (S-19-05-XX)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
CONNECTION TYPE	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
CIRCUIT CONNECTION (NEARBY IN FILES)	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
POLE SET BACK (FT.)	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
POST SET LENGTH (FT.)	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0
TOP POSITIONING REL. WITH RESPECT TO EDGE OF PAVT.	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
SET BACK FROM																
	COL.	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	POST	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
LUMINAIRE DATA (FT.)	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0	15.0

EXISTING SERVICE POINT	MAIN BREAKER	BRANCH CIRCUIT	CERAMIC BRANCH CIRCUIT AMPERAGE	BRANCH CIRCUIT BREAKER RATING
A	EXISTING	A-1	1.4 AMP ADDITIONAL	EXISTING
B	EXISTING	A-2	EXISTING	EXISTING
C	EXISTING	B-3	1.4 AMP ADDITIONAL	EXISTING
D	EXISTING	B-4	7.2 AMP	30 AMP

INITIAL LAMP LUMEN (LL) 250 WATTS H.P.S., CONVENTIONAL	28,000
AVERAGE MAINTAINED ILLUMINATION (E _{av}), CONVENTIONAL	0.8 FOOT-CANDLE
LAMP LUMEN DEPRECIATION FACTOR (LLD)	0.90
LUMINAIRE DATA DEPRECIATION FACTOR (LDD)	0.87
MAINTENANCE FACTOR (LLD x LDD)	0.78
UNIFORMITY RATIO, CONVENTIONAL	1.1
LUMINAIRE CLASSIFICATION, CONVENTIONAL	H-12-C
LUMINAIRE MOUNTING HEIGHT, CONVENTIONAL	40 FT.

DIRECTOR, INDIANA DEPARTMENT OF TRANSPORTATION
 INDIANAPOLIS, INDIANA 46204-0001
 DATE: 08/27/2018 10:23 AM

DATE	REVISION



PREPARED FOR APPROVAL: *Michael J. Jones* 08/23/2018
 DESIGN ENGINEER
 DESIGNED: SHD DRAWN: TTB
 CHECKED: SE PROJECT: SHD

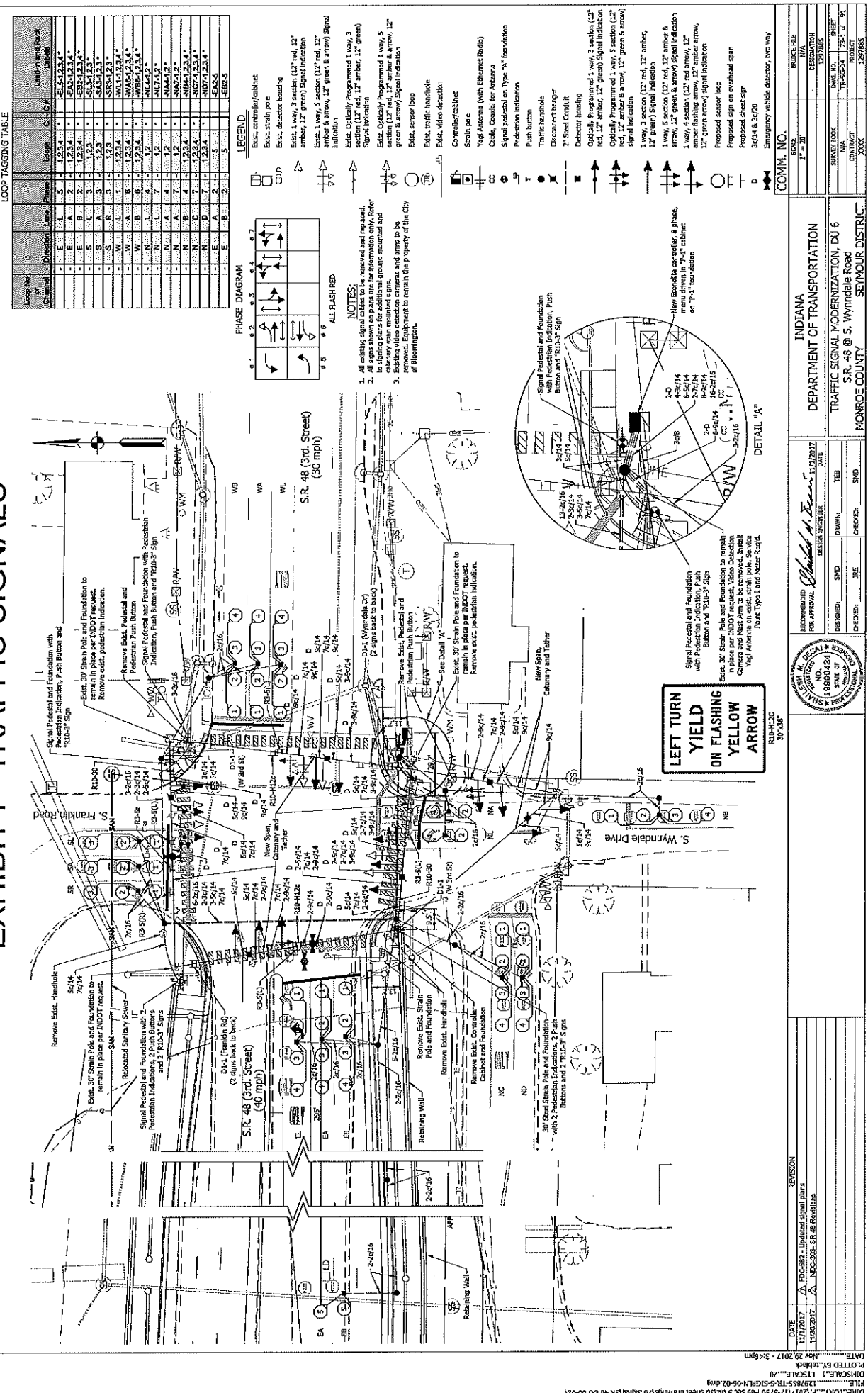
INDIANA DEPARTMENT OF TRANSPORTATION
 LUMINAIRE SCHEDULE, DESIGN DATA AND SERVICE POINT TABLES
 DESIGN UNIT 6 - I-69 @ S.R. 45

REVISION SCALE	ISSUE FILE
N/A	N/A
N/A	12/27/18
BY: SHD	DATE: 08/27/18
DATE: 08/27/18	PROJECT: I-69 @ S.R. 45
SCALE: 1/2"=1'-0"	PROJECT: I-69 @ S.R. 45

**EXHIBIT I
TRAFFIC SIGNALS**

[See attached]

EXHIBIT I - TRAFFIC SIGNALS



LOOP TAGGING TABLE

INDIANA
DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MODERNIZATION, DU 6
S.R. 48 @ S. Wymdale Road
MONROE COUNTY
SEYMOUR DISTRICT

DATE: 11/17/2017
REVISED: 11/29/2017
SCALE: 1" = 30'

REVISION
150-382 - Updated Signal Plans
11/29/2017
150-382-995-SR 48 Peditions

RECOMMENDED FOR APPROVAL: *William H. Zeeman*
DESIGN ENGINEER
DATE: 11/17/2017

PREPARED BY: SHD
DRAWN BY: TEB
CHECKED BY: SHD

PROJECT NO.: 150-382-995-SR 48
SHEET NO.: 25 OF 29
CONTRACT NO.: XXXX
SHEET TITLE: TRAFFIC SIGNALS

INDIANA
DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MODERNIZATION, DU 6
S.R. 48 @ S. Wymdale Road
MONROE COUNTY
SEYMOUR DISTRICT

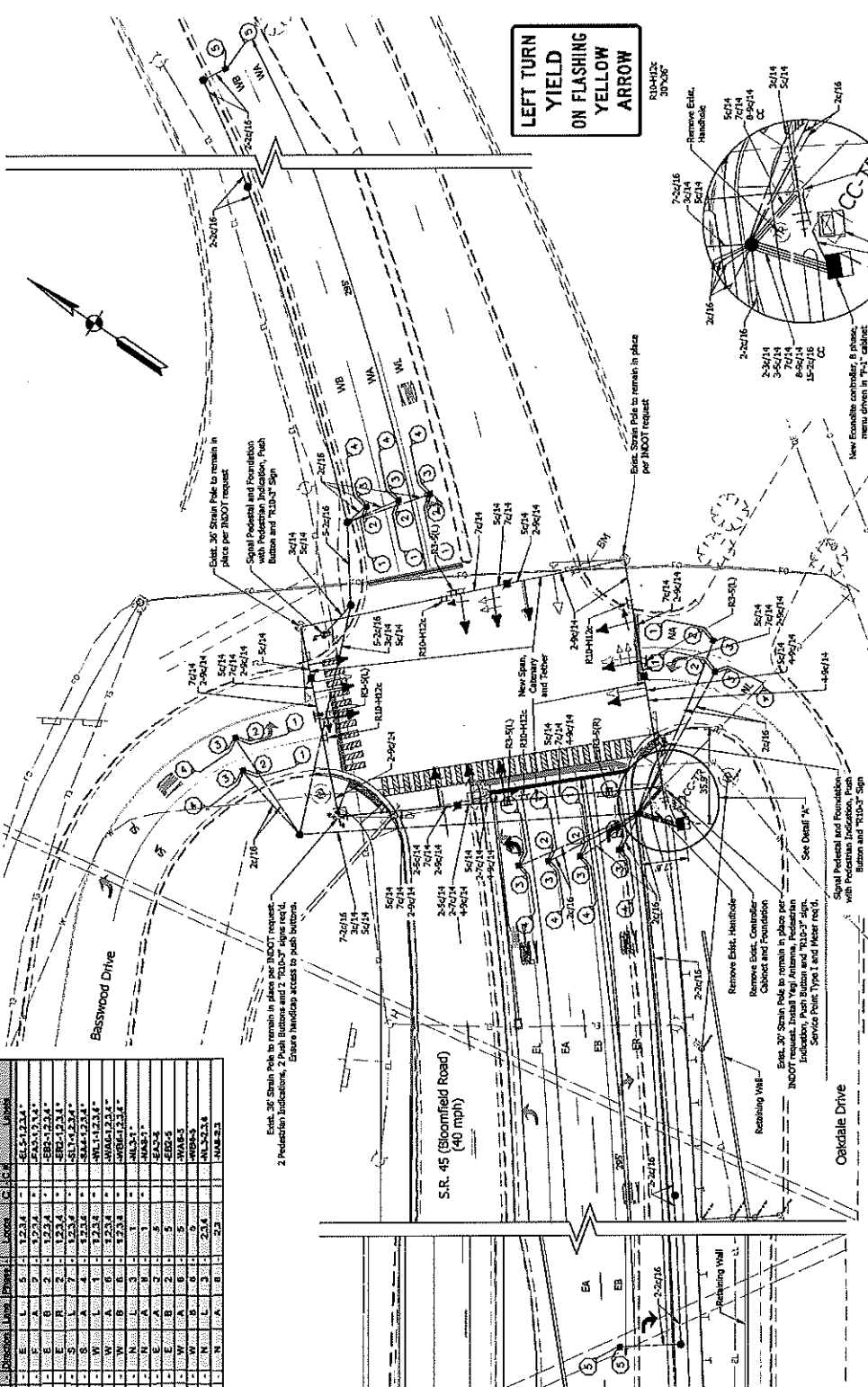
COMM. NO. 150-382-995-SR 48

EXHIBIT I - TRAFFIC SIGNALS

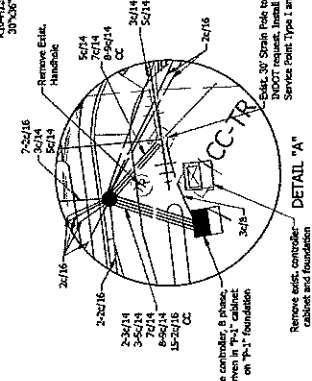
LOOP TAGGING TABLE

Location of Channel	Direction	Loop	Phase	Loop C	Loop C ₁	Location and Back Link
-	E	L	5	1234		45-1234*
-	F	A	7	5234		56-5234*
-	E	B	2	1234		57-1234*
-	E	P	2	1234		58-1234*
-	S	L	7	5234		59-5234*
-	S	A	7	5234		60-5234*
-	W	A	6	1234		61-1234*
-	W	A	6	1234		62-1234*
-	N	B	3	1234		63-1234*
-	N	A	8	1		64-1
-	E	A	6	2		65-2
-	E	B	6	3		66-3
-	W	D	9	8		67-8
-	N	L	3	2,4		68-2,4
-	N	A	8	1		69-1

Ext. 3W Strain Pole to remain in place per INDOOT request.
 2 Pedestrian Indicators, 2 Push Buttons and 1 "20x30" Flash Red.
 Enters handicapped access to path buttons.

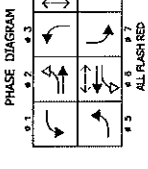


LEFT TURN
 YIELD
 ON FLASHING
 YELLOW
 ARROW



NOTES:

- All existing signal cables to be removed and replaced.
- All signs above on plate are for information only. Refer to existing traffic signal drawings for ground indicated and auxiliary sign mounted signs.
- Existing video detection camera and wires to be removed. Equipment to remain the property of the City of Bloomington.



LEGEND

- Ext. controller/cabinet
- Ext. strain pole
- Ext. detector housing
- Ext. 1 way, 3 section (12" red, 12" amber, 12" green) Signal Indication
- Ext. 1 way, 3 section (12" red, 12" amber arrow, 12" green arrow) Signal Indication
- Ext. 1 way, 5 section (12" red, 12" amber & arrow, 12" green & arrow) Signal Indication
- Ext. sensor loop
- Ext. TRFF, handhole
- Ext. video detection
- Controller/cabinet
- Strain pole
- Top Antenna (with Ethernet Router)
- Cable, Coaxial for Antenna
- Signal pedestal on Type "A" foundation
- Pedestrian Indication
- Push button
- Traffic, handhole
- Disconnect hanger
- 2" Steel Conduit
- Detector housing
- 1 way, 3 section (12" red, 12" amber, 12" green) signal indication with back plate
- 1 way, 3 section (12" red arrow, 12" amber arrow & 12" green arrow) signal indication with back plate
- 1 way, 5 section (12" red, 12" amber & arrow, 12" green & arrow) signal indication with back plate
- 1 way, 3 section (12" red arrow, 12" green arrow) signal indication with back plate
- Proposed sensor loop
- Proposed sign on overhead span
- Proposed sheet sign

COMM. NO.

SCALE	1" = 20'
DESIGN DATE	12/29/17
DESIGN NO.	1277815
SHEET NO.	DMG 102
TOTAL SHEETS	109
PROJECT NO.	17-350-04
DATE	08/01/17
PROJECT	XXXX
CONTRACT	XXXX
CONTRACT NO.	XXXX
CONTRACT DATE	XXXX

INDIANA
 DEPARTMENT OF TRANSPORTATION
 TRAFFIC SIGNAL MODERNIZATION, DU 5
 S.R. 45 @ BASSWOOD / OAKDALE DRIVE
 MONROE COUNTY SETMOUR DISTRICT

APPROVED FOR APPROVAL

DESIGN ENGINEER: *Charles M. ...*

DATE: 11/10/2017

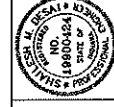
DRAWN: TBR

CHECKED: SJD

REVISIONS:

NO. 19900424

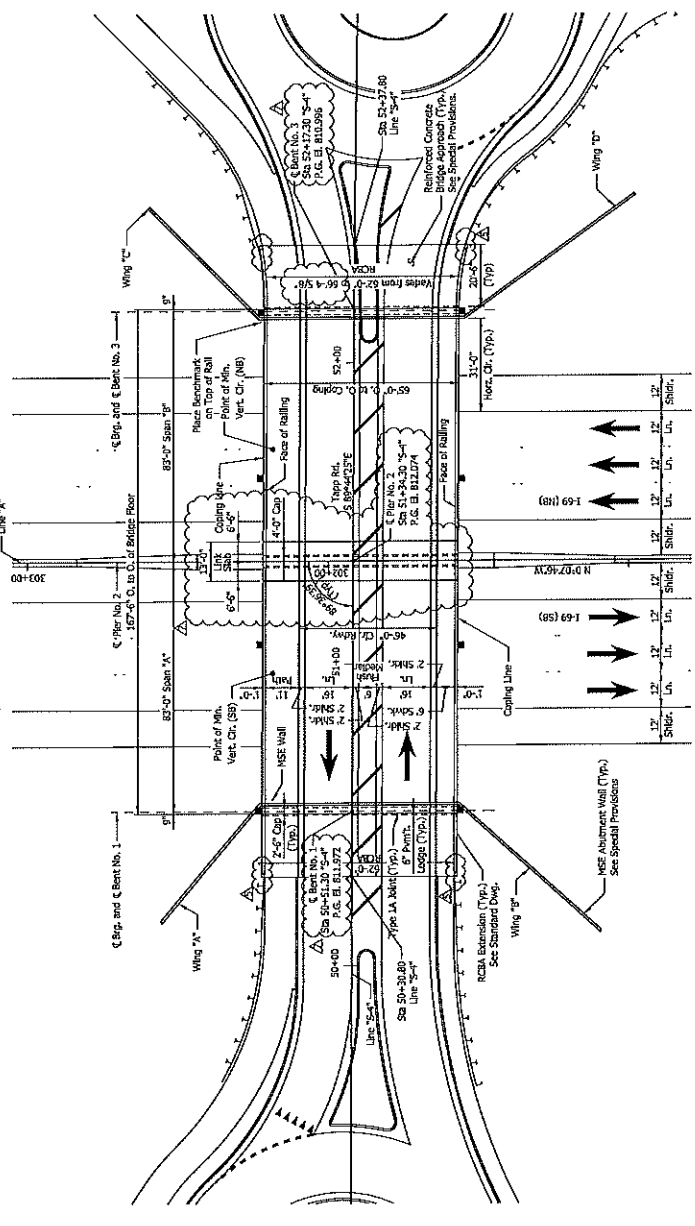
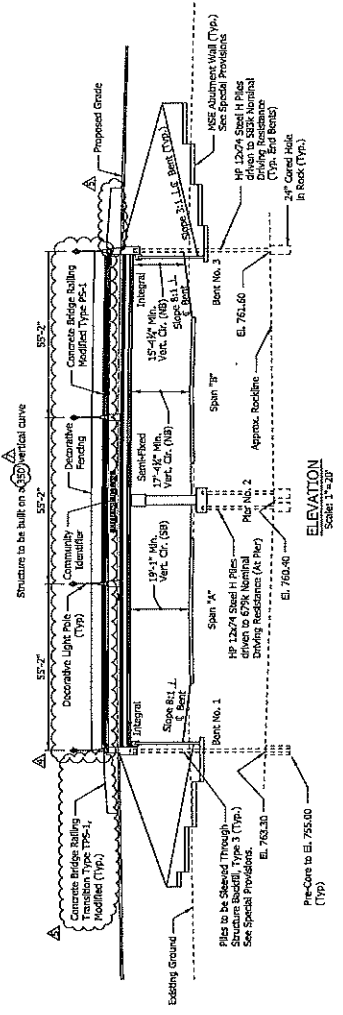
DATE 11/10/17



DATE	REVISION
11/10/2017	AS-055 - Signal Head and Pole
12/27/2017	AS-055 - Signal Head and Pole

EXHIBIT J
COMMUNITY IDENTIFIERS
[See attached]

EXHIBIT J - COMMUNITY IDENTIFIERS



GENERAL PLAN
 1. Vertical Curve: Sag
 2. Spans: 83'-0" 83'-0"
 3. Approach: 25'-0" Left, 25'-0" Right
 4. Taper Road over I-69
 Warren County

- NOTES:**
1. For General Notes, Design Data and Typical Section, See Dep. No. BR-GE02.
 2. For Reinforced Concrete Bridge Approach, See Standard Drawing No. 6900-RT30-K1 and O3.
 3. For Reinforced Concrete Bridge Abutment, See Standard Drawing No. 6900-RT30-K1 and O3.
 4. For Concrete Bridge Railing, Transition Type TPC-3, See Standard Drawing No. 6716-TTP0-05.
 5. For Concrete Reinforced Concrete Bridge Approaches for Bridge Railing Transitions, See Standard Drawing No. 6900-RT30-K1.
 6. For Bridge Approach, See Bridge Approach Bridge, See Standard Drawing No. 6900-RT30-K1.
 7. The Pile in Place Form shall be placed on the 5" Deck Plus 3/4" Polystyrene.

Structure to be built on vertical curve

Revised 02/09/2018

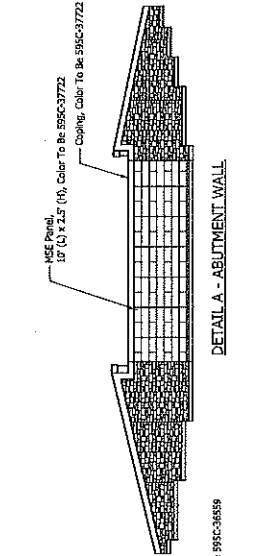
DATE	REVISION	DRAWING FILE
07/13/15	A, FRC-144 Modified Light Pole Flasher and Architectural Face Details	BP-15-1009
09/27/15	A, ND-510 Revised SCM Dimension	RT30-15
02/09/18	A, FRC-531 Update Profile	6900-RT30-K1
		PROJECT: I-69
		CONTRACT: 1077885

INDIANA DEPARTMENT OF TRANSPORTATION	SCALE AS NOTED
GENERAL PLAN & ELEVATION	

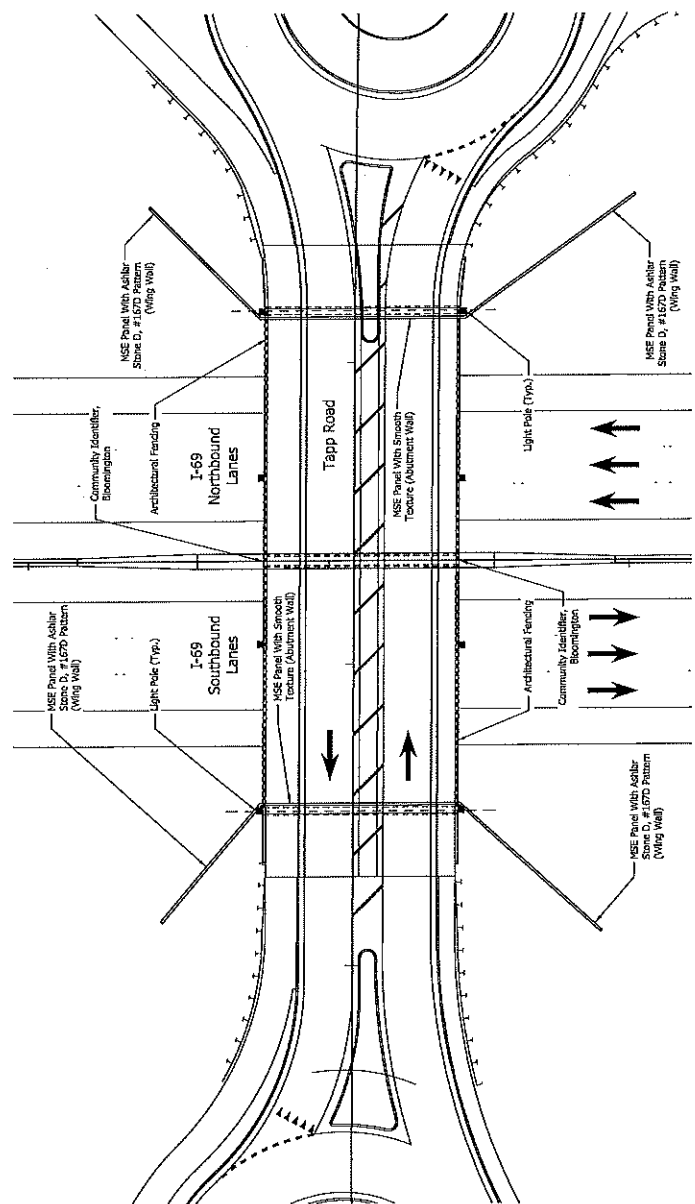
I have not specifically changed any of the original contract plans and sealed original contract plans and any other in-field plan changes.	DATE
DESIGNED BY: [Signature]	[Signature]
CHECKED BY: [Signature]	[Signature]

Engineer's Professional Stamp and Seal shall apply only to the portions of plans, specifications, surveys, reports, or other documents specifically identified or described below. Engineer shall not be responsible for any other associated documents.	Revision: 02/09/2018 P.I. Z. INDIANA, LLC
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------

EXHIBIT J - COMMUNITY IDENTIFIERS



ELEVATION
SCALE: 1"=20'-0"



PLAN
SCALE: 1"=20'-0"

- NOTES:
- MSE Panel
 - Ashlar Stone D, #1670 Pattern
 - Color To Be 595C-3772
 - See drawing number BR-AGE-22 for bridge component colors.

ISOLUX CORSAN
FDC 144 - 07/13/16

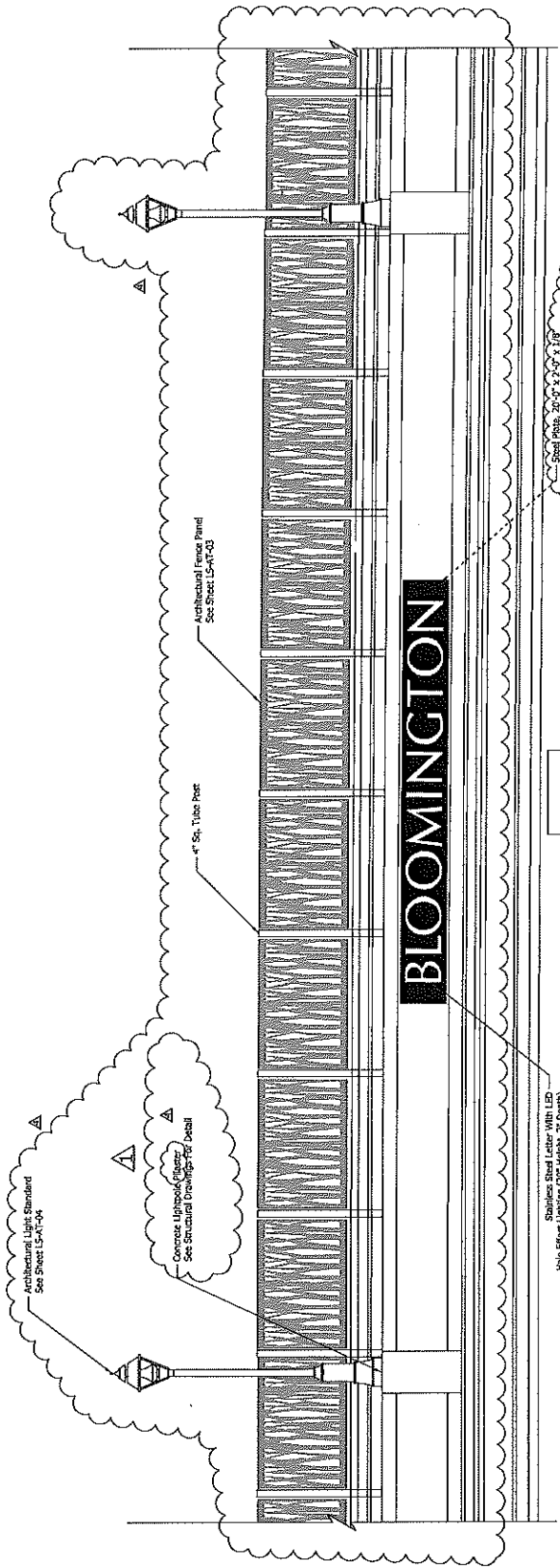
DATE	REVISION	SCALE	AS NOTED
07/13/2016	FDC-144 MODIFIED LIGHT POLE PLASTER AND ARCHITECTURAL FENCE DETAILS	DESTINATION	SECTION
		SHEET NO.	30
		SURVEY BOOK	
		CONTRACT	
ENGINEER'S PROFESSIONAL STAMP AND SEAL SHALL APPLY ONLY TO THE PORTIONS OF PLANS, SPECIFICATIONS, SURVEYS, REPORTS, OR OTHER DOCUMENTS SPECIFICALLY IDENTIFIED OR DESCRIBED BELOW. ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY OTHER ASSOCIATED DOCUMENTS.		INDIANA DEPARTMENT OF TRANSPORTATION TAPP ROAD BRIDGE ENHANCEMENTS: PLAN & ELEVATION	
DESIGNED BY	DATE	PROJECT	PROJECT NO.
CHECKED BY			207965
APPROVED BY			
REVISION	DATE	BY	DESCRIPTION
1	8/15/2016	JL	Revision Number 4



Revision Number 4
8/15/2016

Project No: 14499
2/14/2016 4:27:43 PM
c:\pwworkspace\14499\14499-14499-AS-PLAN02A-A1.dwg

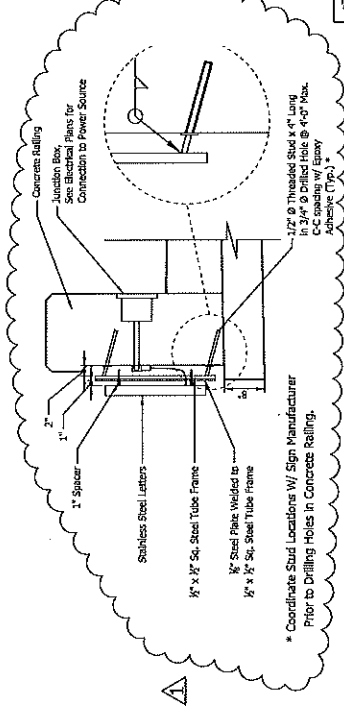
EXHIBIT J - COMMUNITY IDENTIFIERS



Steel Plate, 20'-0" x 2'-0" x 1/8"
 - Reinforce 20' concrete and finished Red
 - See Structural Drawings for Attachment To Concrete Bridge Railing
 - Steel Plate to be painted with Top of Bridge Deck
 - Steel Plate to be cut and welded to Bridge Deck and Bottom of Concrete Railing (Future)
 - Steel Plate to be cut and welded to Bridge Deck and Bottom of Concrete Railing (Future)

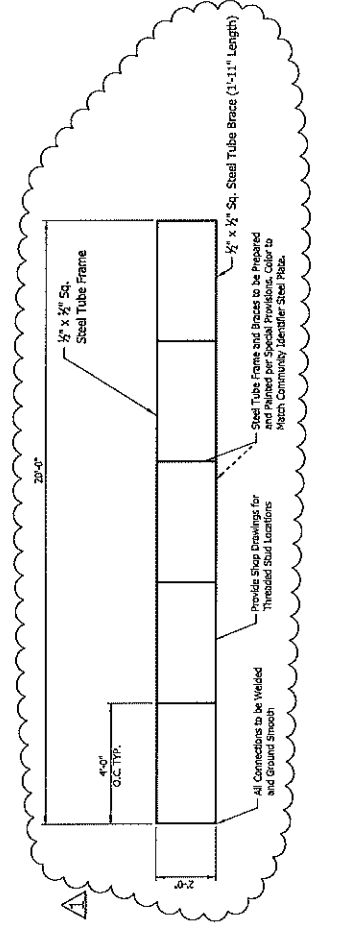
SCALE: 1/4" = 1'-0"

COMMUNITY IDENTIFIER ELEVATION



SCALE: 1" = 1'-0"

COMMUNITY IDENTIFIER SECTION



SCALE: 1/2" = 1'-0"

COMMUNITY IDENTIFIER FRAME

DATE	REVISION	SCALE	AS NOTED
12-15-2015	▲ NO.009-17800 - REVISED COMMUNITY IDENTIFIER SIGN	INDIANA	DEPARTMENT OF TRANSPORTATION
07/17/2016	▲ EPC-144 MODIFIED LIGHT POLE PLASTER AND ARCHITECTURAL FENCE DETAILS	TAPP ROAD BRIDGE ENHANCEMENTS;	COMMUNITY IDENTIFIER
		DESIGNED BY	ISOLUX CORSAN
		CHECKED BY	FDC 144 - 07/13/16
		DATE	
		DESIGNER	INDIANA DEPARTMENT OF TRANSPORTATION
		PROJECT	TAPP ROAD BRIDGE ENHANCEMENTS;
		SHEET	127/165
		PROJECT	127/165
		CONTRACT	127/165



Engineer's Professional Stamp and Seal shall apply only to the portions of plans, specifications, surveys, reports, or other documents specifically identified or described below. Engineer shall not be responsible for any other associated documents.

Revision Number 4 *B. Bevilacqua* 8/15/2016

EXHIBIT J - COMMUNITY IDENTIFIERS

INDIANA DEPARTMENT OF TRANSPORTATION

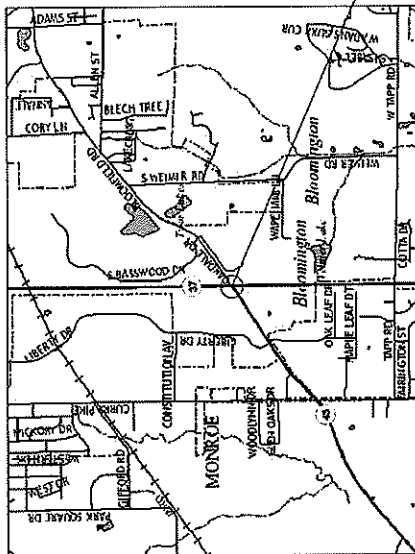


BRIDGE PLANS

FOR SPANS OVER 20 FEET
ON SR45/2nd STREET OVER I-69
ROUTE: I-69 AT RP: 117+00
PROJECT NO. 1297885

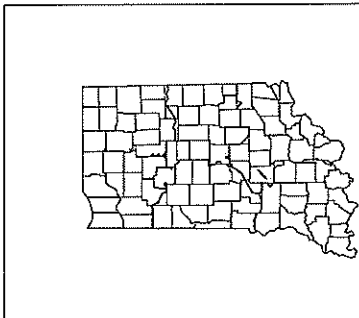
P.E.
R/W
CONST.

Existing Bridge SR45/2nd Street over I-69
Located 3.05 Miles S of SR37 & 46
Section 7, T-8-N, R-1-W, Perry Township, Monroe County, Indiana



LOCATION MAP
Monroe County
No Scale

TRAFFIC DATA	
ADJUSTED	2400 V.P.D.
DESIGN	3000 V.P.D.
ADJUSTED	3000 V.P.D.
DESIGN	3000 V.P.D.
ADJUSTED	3000 V.P.D.
DESIGN	3000 V.P.D.
ADJUSTED	3000 V.P.D.
DESIGN	3000 V.P.D.



PROJECT LOCATION SHOWN BY MONROE COUNTY	
LATITUDE: 39° 8' 51.19" N	LONGITUDE: 86° 34' 23.1" W
BRIDGE LENGTH:	0.058
ROADWAY LENGTH:	SEE ROAD PLANS
TOTAL LENGTH:	SEE ROAD PLANS
MAX. GRADE:	0.50

INDIANA DEPARTMENT OF TRANSPORTATION
REVISED 2014
TO BE USED WITH THESE PLANS

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD
DRAWINGS, AS LISTED IN THE STANDARD DRAWING
INDEX EFFECTIVE SEPTEMBER 7, 2014 TO BE USED
WITH THESE PLANS

STRUCTURE INFORMATION			
STRUCTURE	TYPE	SPAN AND SKEW	STATION
45-03-727A	Continuous Composite Prestressed Concrete Girder Bridge	2 Spans: 146'-0" & 146'-0" Skew: 24° 0' 0" RL	63+00.00 Line 55+5
			1+06



I-Adrian Reid, PE, I-69 Development Partners' Design Quality Manager here by certify that:

- Design checks have been completed;
 - Work conforms to requirements of the IFA Documents;
 - Any Deviations or design exceptions have been approved, in writing, by IFA;
 - Design QC activities followed Developer's DQMP; and
 - All outstanding issues/comments from Design Reviews have been resolved to RAs.
- Adrian Reid, PE *[Signature]* 8/26/2015
Date



DESIGNER: AZTEC ENGINEERING, INC.
 DRAWN BY: *[Signature]*
 CHECKED BY: *[Signature]*
 APPROVED BY: *[Signature]*
 DATE: 8-27-15

NO. 11300394
 MONROE COUNTY
 ENGINEER

NO. 10606470
 MONROE COUNTY
 ENGINEER

EXHIBIT J - COMMUNITY IDENTIFIERS

- NOTES:**
- For General Notes, Design Data and Typical Section, see Dwg. No. BR-05-02.
 - For Bridge Approach, see Standard Drawing No. BR-05-03.
 - For Concrete Bridge Railing, Type PS-1, see Standard Drawing No. ER-05-03.
 - For Concrete Bridge Railing, Transition Type TP-1, see Standard Drawing No. ER-05-04.
 - For Extensions to Reinforced Concrete Bridge Approaches for Bridge Railing, see Standard Drawing No. ER-05-05.
 - Where new work is to be fitted to old work, the Contractor shall check all dimensions and conditions in the field, report any errors or discrepancies to the Engineer immediately and assume responsibility for their correction and fit of the new work to the old.
 - Existing bridge elevations shall be checked by the Contractor to ensure proper fit of new concrete to existing concrete.
 - The existing bridge was constructed in 1951 by the Indiana Department of Transportation.
 - The Bridge Plans are on file in the Central Office at Bridge file: 45-53-7257
 - For Bridge Stationing and Details, see Drawing BR-05-03

BRIDGE REHABILITATION KEY:

- REMOVE PORTIONS OF EXISTING DECK, DECK DRAINS, RAILING AND EXPANSION JOINTS AS SHOWN IN DWG. NO. BR-05-02 & BR-05-01.
- REMOVE 1/4" OF DECK AT END BENTS (SEE PLAN).
- REMOVE EXISTING APPROACH SLABS AND EXISTING CONCRETE RAILINGS TRANSITIONS IN DWG. NO. BR-05-01 & BR-05-01.
- CLEAN AND PAINT THE EXISTING STEEL GIRDERS (EXCEPT TOP INCLUDING THE DIAPHRAGMS, CLEAN AND PAINT THE EXISTING FIXED STEEL JOISTS. LEAD-PAINTED PAINT MAY BE PRESENT. SEE STANDARD SPECIFICATIONS FOR PAINTING REQUIREMENTS.
- CONVERT END BENTS TO SPAN-INTERVAL AND CONSTRUCT FULL WIDTH APPROACH SLABS WITH TP-1 BRIDGE RAILING TRANSITIONS ON APPROACH SLAB EXTENSIONS.
- REPAIR EXISTING SUPERVISELTS BY REMOVING VEGETATION GROWING THROUGH THE SLOPEWAYS.
- APPLY POLYMERIC CONCRETE OVERLAY.
- SURFACE SEAL CONCRETE BRIDGE RAILS & BRIDGE RAILING TRANSITIONS. SEE DWG. BR-05-02.
- SURFACE SEAL THE TOP AND EXPOSED SURFACES OF APPROACH SLABS AND WINGWALLS.

GENERAL PLAN
 Continuous Composite Plate Girder Bridge
 2 Spans 116'-0" x 116'-0"
 Clear Height 20'-0"
 Clear Roadway 35'-0"
 Sheet Number 1 of 2
 Project No. 45-53-7257
 Monroe County

BRIDGE FILE	45-53-7257
DISPOSITION	1/2018
DWG. NO.	1/2018
SHEET NO.	1 OF 2
DATE	1/2018
CONTRACT	12/17/83

INDIANA
DEPARTMENT OF TRANSPORTATION
GENERAL PLAN & ELEVATION

RECOMMENDED FOR APPROVAL	DATE
DESIGNED	CHECKED

REVISIONS

DATE	REVISION
10/10/18	DOC IS MODIFIED LIGHT PINK PLASTER

Engineer's Professional Stamp and Seal shall apply only to the portions of plans, specifications, surveys, reports, or other documents specifically identified or described below. Engineer shall not be responsible for any other associated documents.

Revision Number: *10/10/2018*

DATE	10/10/18
REVISION	DOC IS MODIFIED LIGHT PINK PLASTER

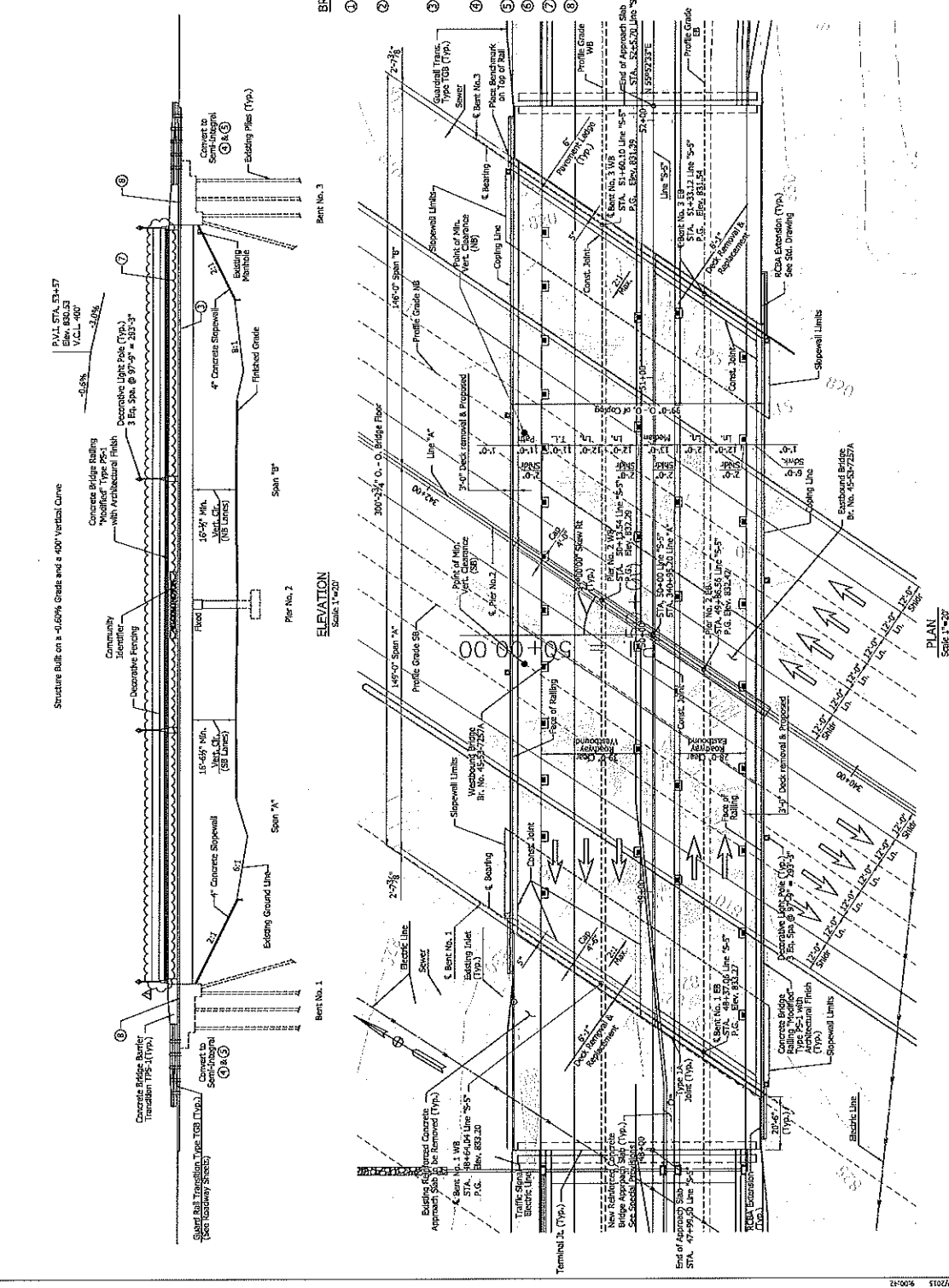
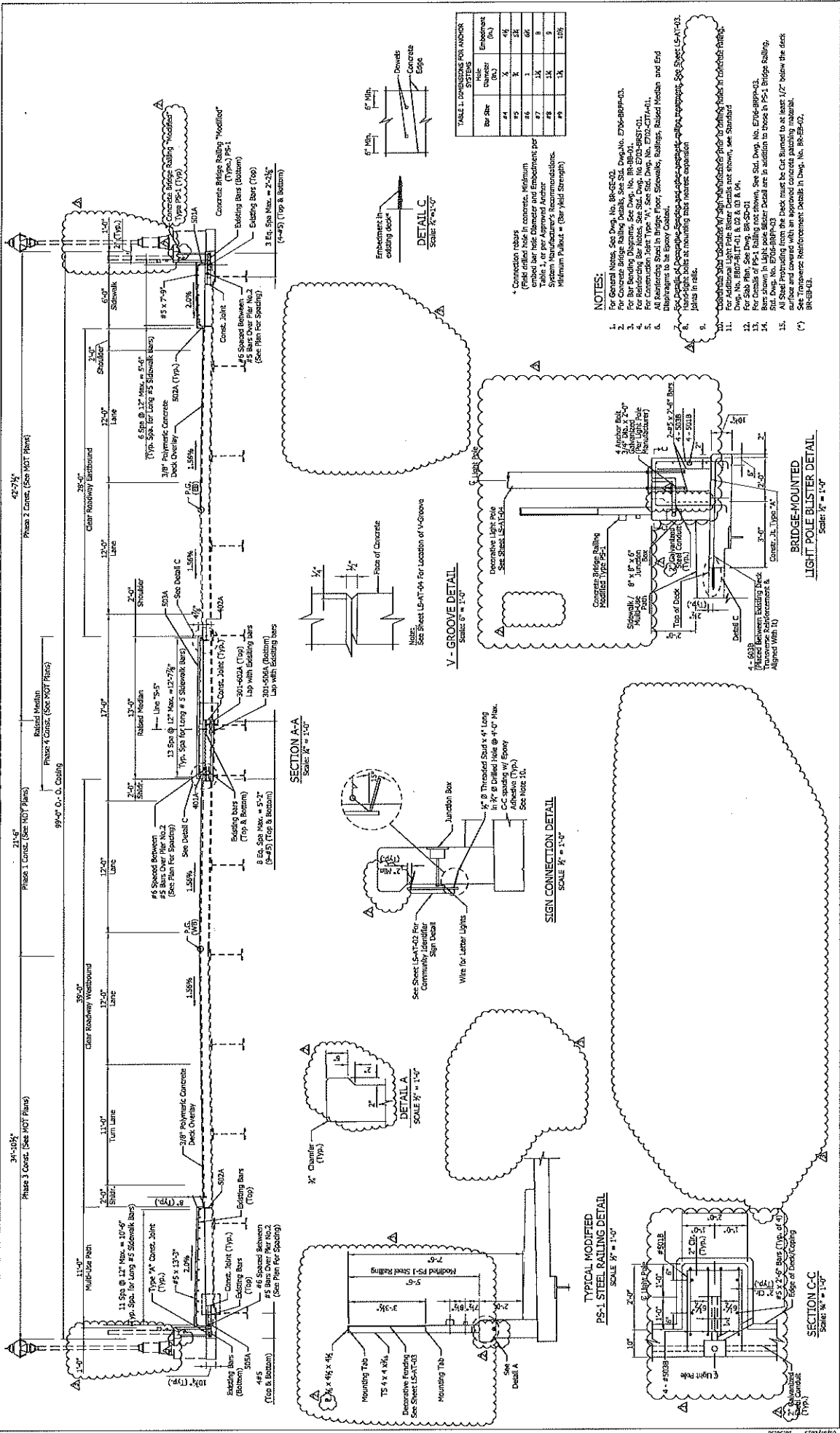


EXHIBIT J - COMMUNITY IDENTIFIERS



Bar Size	Embedment (inches)	Embedment (ft)
#4	4	1/3
#5	5	5/12
#6	6	1/2
#7	7	5/8
#8	8	2/3
#9	9	3/4

NOTES:

- For General Notes, See Div. No. BR-GE-02.
- For Concrete Bridge Railing Details, See Std. Drawings, E706-RP-03.
- For Bar Spacing Diagrams, See Div. No. BR-SP-01.
- For Construction Detail Type "A", See Std. Draw. No. E702-C7-A-11.
- All Reinforcing Steel in Bridge Floors, Sidewalks, Railings, Raised Median and End Diaphragms to be Epoxy Coated.
- See Section C-C for details of railing and deck connection. See Sheet LS-11-02, Joints in rails.
- For Additional Light Pole Blister Details not shown, see Standard Div. No. BR-AP-01 & 02 & 03 & 04.
- See Div. No. BR-AP-03 for details of railing. See Std. Draw. No. E706-RP-03.
- Bars shown in Light Pole Blister Detail are in addition to those in PS-1 Bridge Railing, Std. Draw. No. E706-RP-03.
- All Steel protruding from the deck must be cut flush to at least 1/2" below the deck surface.
- See Transverse Reinforcement Details in Div. No. BR-ER-02.

DATE	REVISION
12/7/15	NEC-096-RS4501, Reinforced Concrete Railing Blister & Console Size
10/2/15	REVISED TO ADD LIGHT POLE IDENTIFIERS AND ANCHORING DETAIL NOTES

INDIANA	SCALE	BUDGE FILE
DEPARTMENT OF TRANSPORTATION		45-27297A
SUPERSTRUCTURE DETAILS - 2		402035
		DRW. NO.
		PROJECT
		CONTRACT
		PROJECT NO.
		DATE
		BY
		CHKD BY
		APP'D BY
		REVISED BY
		REVISION

RECOMMENDED FOR APPROVAL	DATE
APPROVED BY (Name and Title)	
DESIGNED BY (Name and Title)	
CHECKED BY (Name and Title)	

INDIANA	SCALE	BUDGE FILE
DEPARTMENT OF TRANSPORTATION		45-27297A
SUPERSTRUCTURE DETAILS - 2		402035
		DRW. NO.
		PROJECT
		CONTRACT
		PROJECT NO.
		DATE
		BY
		CHKD BY
		APP'D BY
		REVISED BY
		REVISION

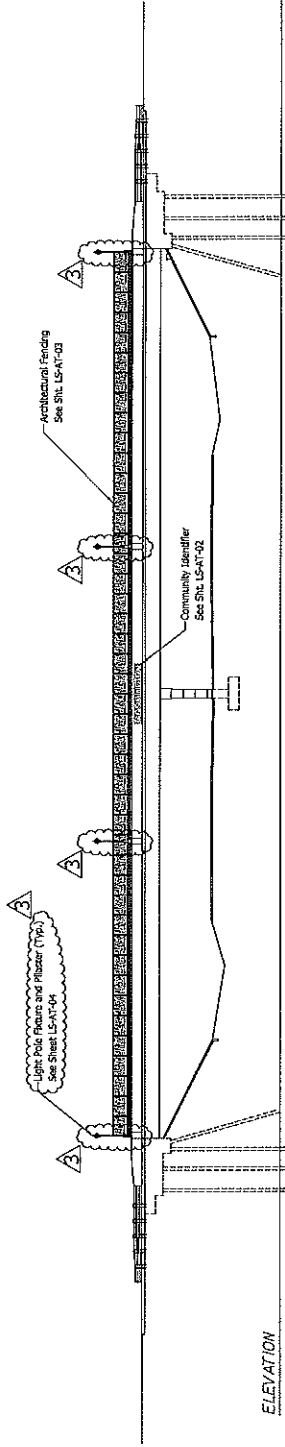
INDIANA	SCALE	BUDGE FILE
DEPARTMENT OF TRANSPORTATION		45-27297A
SUPERSTRUCTURE DETAILS - 2		402035
		DRW. NO.
		PROJECT
		CONTRACT
		PROJECT NO.
		DATE
		BY
		CHKD BY
		APP'D BY
		REVISED BY
		REVISION

Engineer's Professional Stamp and Seal shall apply only to the portions of plans, specifications, surveys, reports, or other documents specifically identified or described below. Engineer shall not be responsible for any other associated documents.

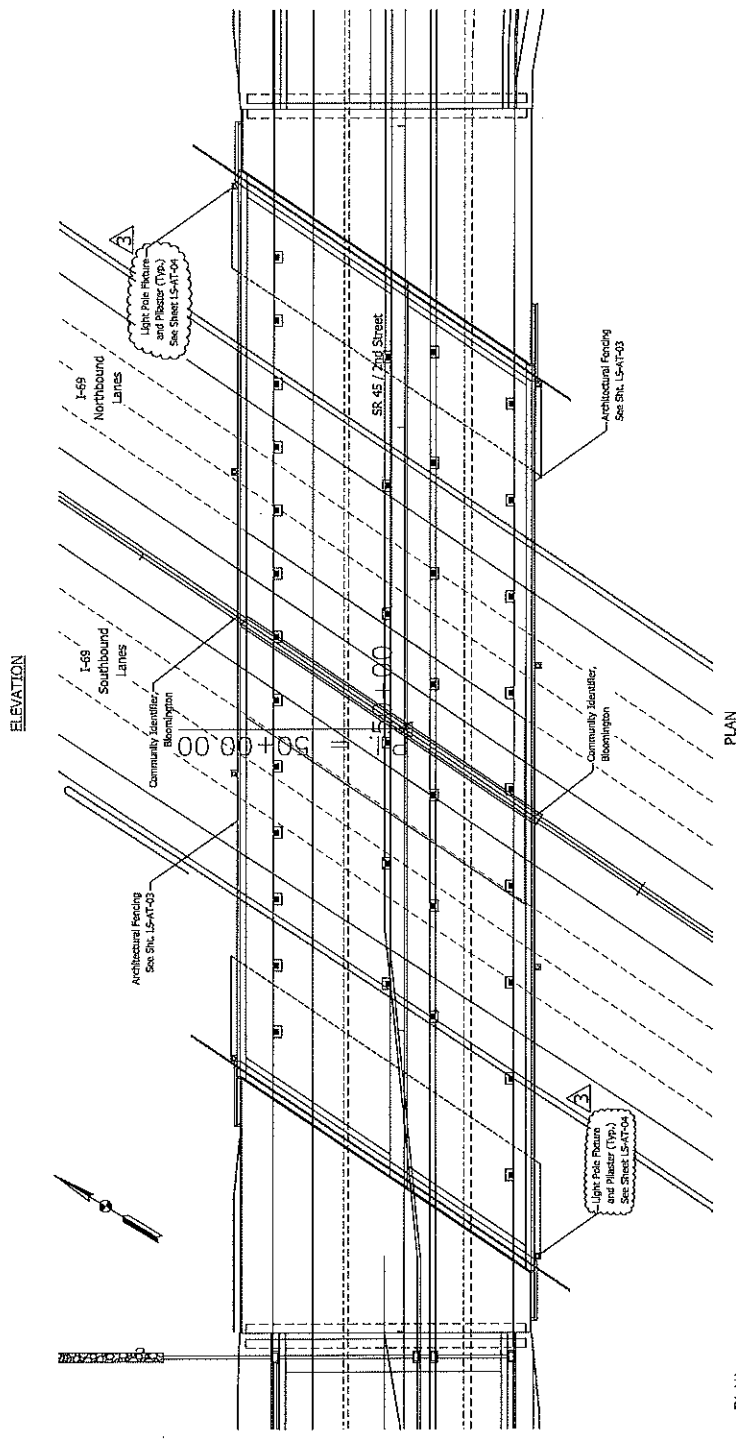
Revision Number: **10/13/2015**

DR. J. A. ...

EXHIBIT J - COMMUNITY IDENTIFIERS



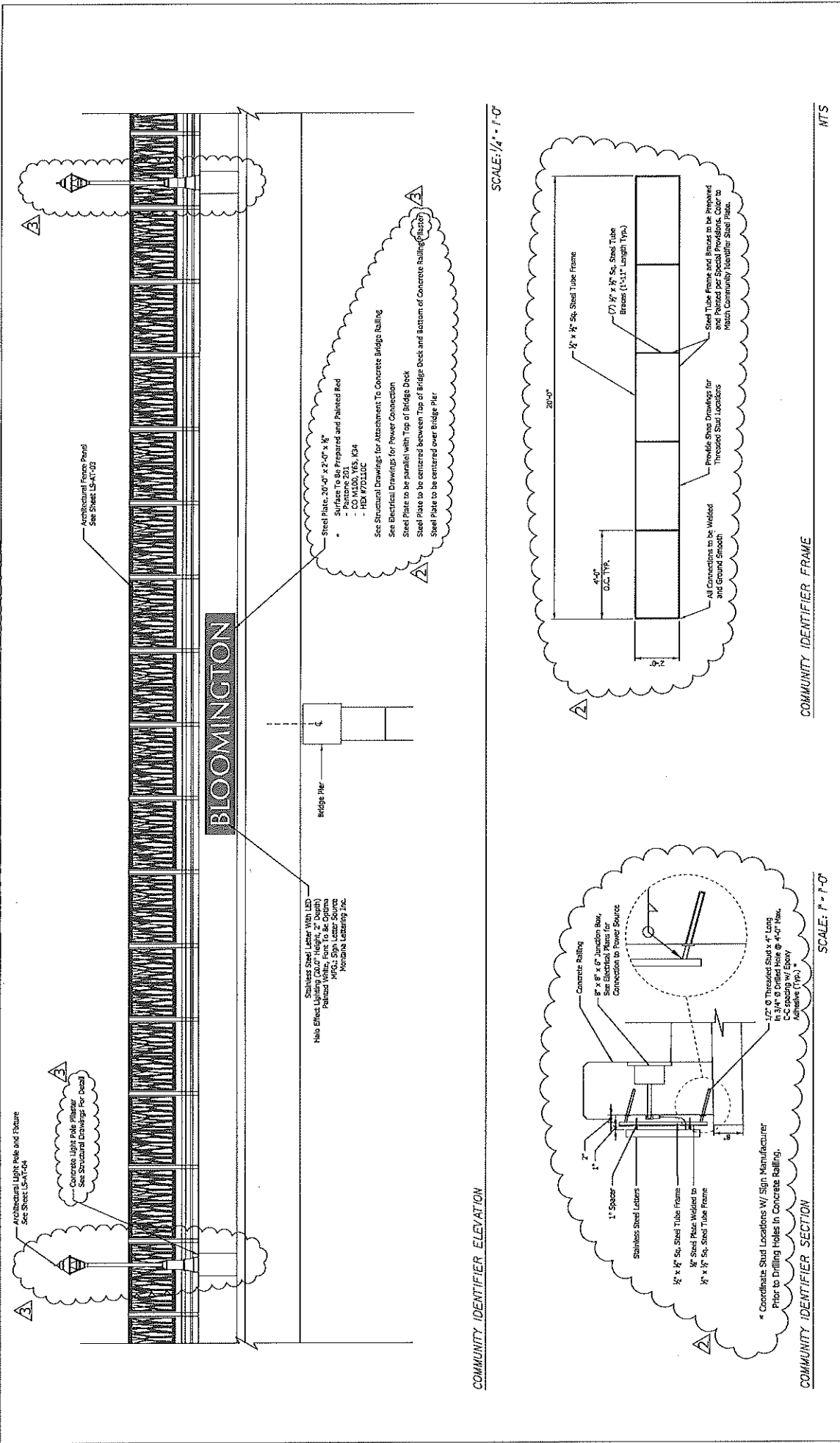
SCALE: 1" = 20'-0"



SCALE: 1" = 20'-0"

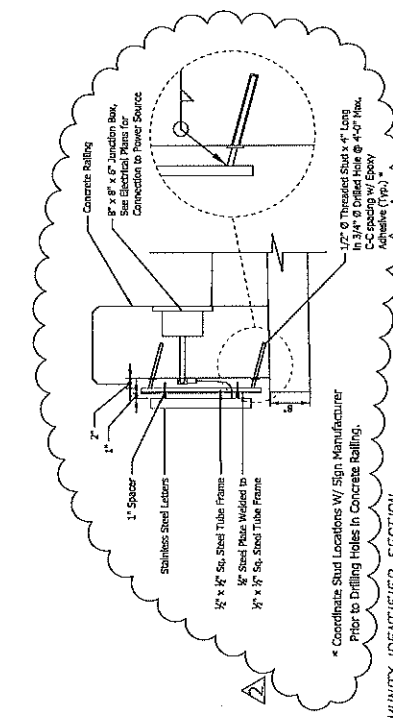
DATE 10/27/16	REVISION 1. I-69 MODIFIED LIGHT PASTER	DESIGNED BY D. J. L.	CHECKED BY D. J. L.	INCHES 1/8"	FEET 1/4"	SCALE 1" = 20'-0"
<p>Engineer's professional stamp and seal shall apply only to the portions of plans, specifications, surveys, reports, or other documents specifically identified or described below. Engineer shall not be responsible for any other associated documents.</p>			<p>INDIANA DEPARTMENT OF TRANSPORTATION SR 45 BRIDGE ENHANCEMENTS: PLAN & ELEVATION</p>			
<p>Revision Number 1 10/13/2016</p>			<p>DESIGNED BY: [Signature] CHECKED BY: [Signature]</p>			
<p>10/27/2016 12:54:23 PM</p>			<p>INDIANA DEPARTMENT OF TRANSPORTATION SR 45 BRIDGE ENHANCEMENTS: PLAN & ELEVATION</p>			

EXHIBIT J - COMMUNITY IDENTIFIERS



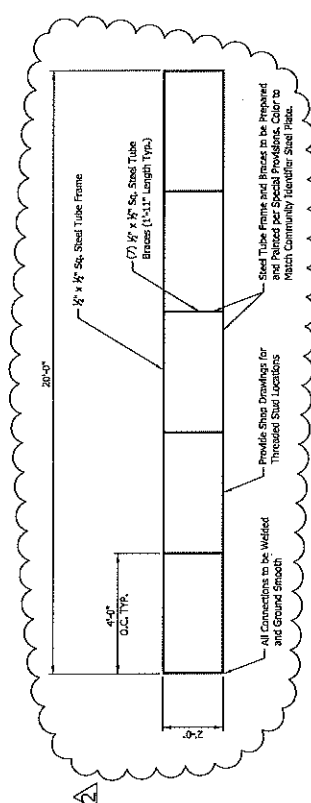
COMMUNITY IDENTIFIER ELEVATION

SCALE: 1/4" = 1'-0"



COMMUNITY IDENTIFIER SECTION

SCALE: 1" = 1'-0"



COMMUNITY IDENTIFIER FRAME

MTS

DATE	REVISION	SCALE	AS NOTED
12-15-2015	1. REVISED COMMUNITY IDENTIFIER SIGN	AS NOTED	DISCREPANCY
02/02/16	2. FOC-06 MODIFIED LIGHT PLANTER	AS NOTED	12/16/15
		CONTRACT	PROJECT
		SURVEY BOOK	SHEET
		CONTRACT	12/16/15
		CONTRACT	12/16/15

DESIGNED:	DATE:	INDIANA
CHECKED:		DEPARTMENT OF TRANSPORTATION
		SR 45 BRIDGE ENHANCEMENTS;
		COMMUNITY IDENTIFIER

RECOMMENDED FOR APPROVAL:	DESIGNED:	CHECKED:
DESIGNED:	CHECKED:	

REVISION	DATE	BY
1	10/13/2016	



Engineer's Professional Stamps and Seal shall apply only to the portions of plans, specifications, surveys, reports, or other documents specifically identified or described below. Engineer shall not be responsible for any other associated documents.

Revision Number: 10/13/2016

Project: SR 45 Bridge Enhancements, SR 45, 2nd Street Bridge, Anderson, IN

EXHIBIT J - COMMUNITY IDENTIFIERS

INDIANA DEPARTMENT OF TRANSPORTATION



BRIDGE PLANS

FOR SPANS OVER 20 FEET

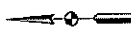
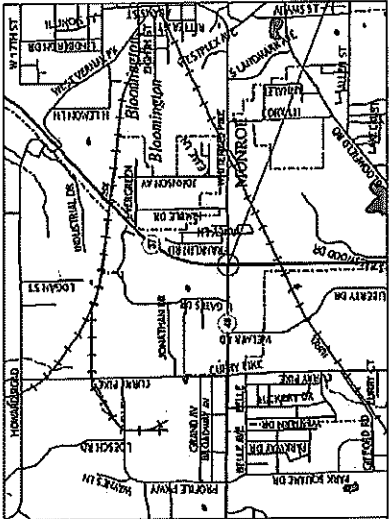
ON SR48/3rd STREET OVER I-69

ROUTE: I-69 AT RP: 118+18

PROJECT NO. 1297885

P.E.
R/W
CONST.

Existing Bridge Widening on SR48/3rd Street over I-69
 Located 6 Miles East of SR43
 Section 1, T-9-N, R-2-W, Van Buren Township, Monroe County, Indiana
 Section 6, T-8-N, R-1-W, Perry Township, Monroe County, Indiana
 Section 31, T-9-N, R-1-W, Bloomington, Monroe County, Indiana
 Section 36, T-9-N, R-2-W, Richard Township, Monroe County, Indiana

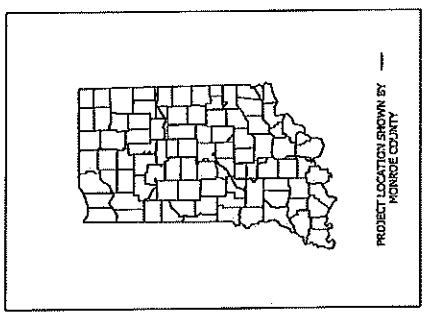


EXISTING BRIDGE WIDENING
ON SR48/3RD STREET OVER I-69

LOCATION MAP
MONROE COUNTY
IN. STATE

TRAFFIC DATA	
AACT	2014 W.B.
ABD	10/15/14
AD	10/15/14
ADDITIONAL SPECIFICATIONS	2014
DESIGN	10/15/14
DESIGNER	A. S. ALLEN
DATE	10/15/14

DESIGN DATA	
BRIDGE TYPE	CONCRETE
BRIDGE LENGTH	160
ROADWAY WIDTH	48
ROADWAY GRADE	4.0
ROADWAY SURFACE	ASPH/CON
ROADWAY MATERIALS	CONCRETE
ROADWAY FINISHES	CONCRETE
ROADWAY SIZES	CONCRETE
ROADWAY COLORS	CONCRETE
ROADWAY MARKINGS	CONCRETE
ROADWAY SIGNS	CONCRETE
ROADWAY LIGHTS	CONCRETE
ROADWAY UTILITIES	CONCRETE
ROADWAY FENCES	CONCRETE
ROADWAY DRAINAGE	CONCRETE
ROADWAY EROSION CONTROL	CONCRETE
ROADWAY LANDSCAPE	CONCRETE
ROADWAY SECURITY	CONCRETE
ROADWAY SAFETY	CONCRETE



PROJECT LOCATION SHOWN BY
MONROE COUNTY

LATITUDE: 39° 5' 52.5" N LONGITUDE: 89° 3' 23.3" W

BRIDGE LENGTH: 160 MG
 ROADWAY LENGTH: SEE ROAD PLANS
 TOTAL LENGTH: SEE ROAD PLANS
 MAX. GRADE: 4.0

INDIANA DEPARTMENT OF TRANSPORTATION
STANDARD SPECIFICATIONS DATED 2014
TO BE USED WITH THESE PLANS

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD
DRAWINGS AS LISTED IN THE STANDARD DRAWING
INDEX EFFECTIVE SEPTEMBER 2, 2014 TO BE USED
WITH THESE PLANS

STRUCTURE INFORMATION	
STRUCTURE	4-30-2024
TYPE	SPAN AND BEAM
DATE	1/8
STATION	63+00.00 To 63+20.00
PLAN	118+18

NO.	DATE	BY	DESCRIPTION
1	10/15/14	AS	DESIGN
2	10/15/14	AS	REVISION

- 1. All other notes on these drawings apply.
 - 2. Design objects have been completed.
 - 3. Work conforms to requirements of the PIA Documents.
 - 4. Any deviations or design exceptions have been approved, in writing, by ITC.
 - 5. Design QC activities followed Developer's DQMP and
 - 6. All outstanding issues, or comments, from Design Reviews have been resolved to ITC's satisfaction.
- DATE: 8/19/2015



NO.	DATE	BY	DESCRIPTION
1	10/15/14	AS	DESIGN
2	10/15/14	AS	REVISION

MADE BY: AZTEC ENGINEERING, INC.
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]
 DATE: 10/15/14



EXHIBIT J - COMMUNITY IDENTIFIERS

INDIANA DEPARTMENT OF TRANSPORTATION



ROAD PLANS - DESIGN UNIT 4
MAINLINE MEDIAN & REHABILITATION AND ACCESS ROADS

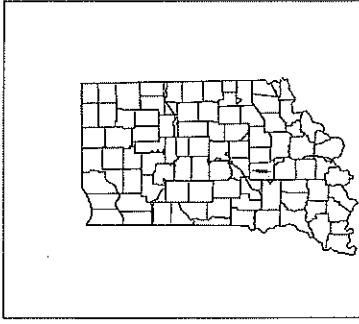
ROUTE: I-69: FROM RP 120+09 TO RP 124+94
WAYPORT ACCESS ROAD (S): FROM STA. 10+00.00 TO STA. 43+32.43
GRIFFITH CEMETERY ACCESS ROAD: FROM STA. 10+00.00 TO STA. 44+44.47

PROJECT NO. 1297885 PE, RW, CONST.

Roadway Widening on SR371-69
Located 42.6 Miles South of I-465
Section 29, T-9-N, R-1-W, Bloomington Township, Monroe County, Indiana
Section 20, T-9-N, R-1-W, Bloomington Township, Monroe County, Indiana
Section 17, T-9-N, R-1-W, Bloomington Township, Monroe County, Indiana
Section 8, T-9-N, R-1-W, Bloomington Township, Monroe County, Indiana

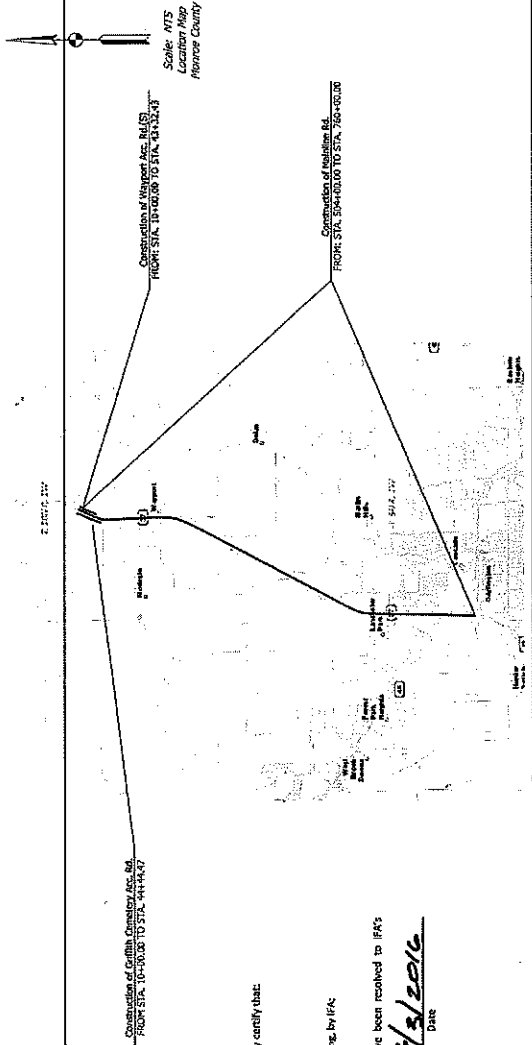
PROJECT NO.	1297885
DESIGN UNIT	4
CONTRACT NO.	
DATE	
DESIGNER	
CHECKED	
APPROVED	

DATE	
DESIGNER	
CHECKED	
APPROVED	



PROJECT LOCATION SHOWN BY

LATITUDE: 39° 34' N	LONGITUDE: 86° 32' W
GROSS LENGTH: 4.85 MI.	
NET LENGTH: 4.30 MI.	
MAX. GRADE: 5.00 %	



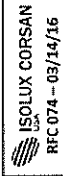
I, Adrian Reid, PE, I-69 Development Partners' Design Quality Manager here by certify that:

- a. Design details have been completed;
- b. Work conforms to requirements of the PPA Documents;
- c. Any Deviations or design exceptions have been approved, in writing, by IFC;
- d. Design QC activities followed Developer's DQMP; and
- e. All outstanding issues or comments from Design Reviewers have been resolved to IFC's satisfaction.

Adrian Reid, PE
Date: 3/12/2016



DATE	
REVISION	



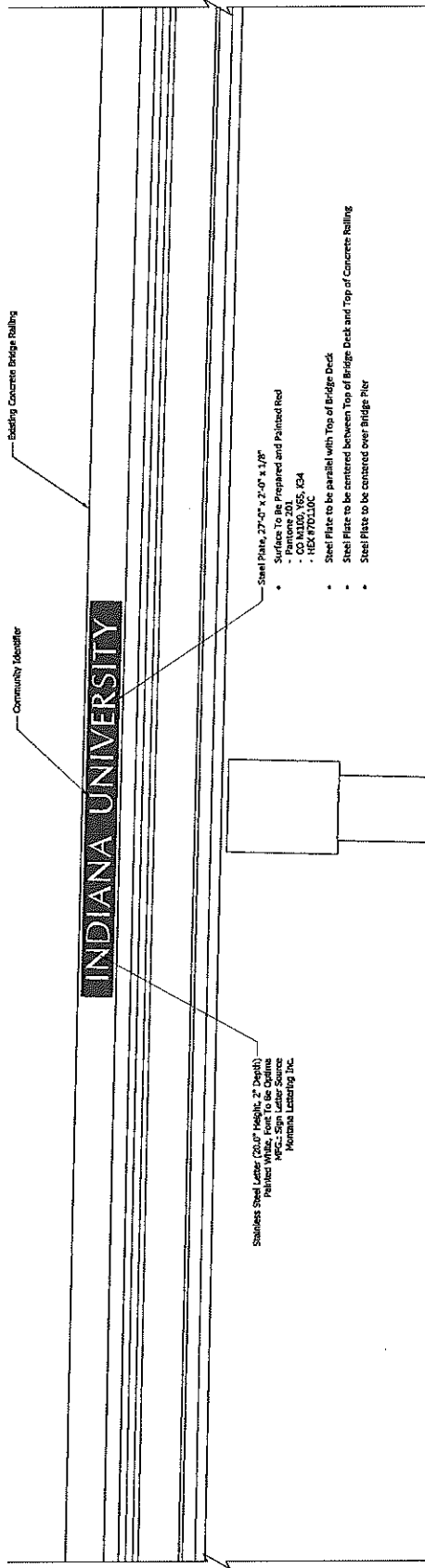
PLANS PROVIDED BY: I-69 Development Partners
DESIGNED BY: Kyle Vandegraft
CHECKED BY: Kyle Vandegraft
DATE: 03-11-2016

INDIANA DEPARTMENT OF TRANSPORTATION
DRAWINGS NOT TO BE USED WITHOUT THE STANDARD INDEX EFFECTIVE IN 2014 TO BE USED WITH THESE PLANS

INDIANA DEPARTMENT OF TRANSPORTATION STANDARD DRAWINGS, AS LISTED IN THE STANDARD DRAWING INDEX EFFECTIVE IN 2014 TO BE USED WITH THESE PLANS

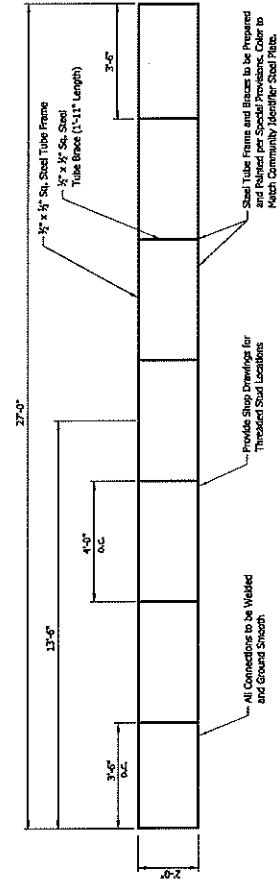
DESIGNATION	1297885
SHEET NO.	1
TOTAL SHEETS	1
CONTRACT NO.	

EXHIBIT J - COMMUNITY IDENTIFIERS

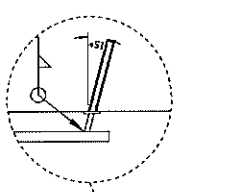


SOUTHBOUND COMMUNITY IDENTIFIER ELEVATION

SCALE: NTS



SCALE: NTS

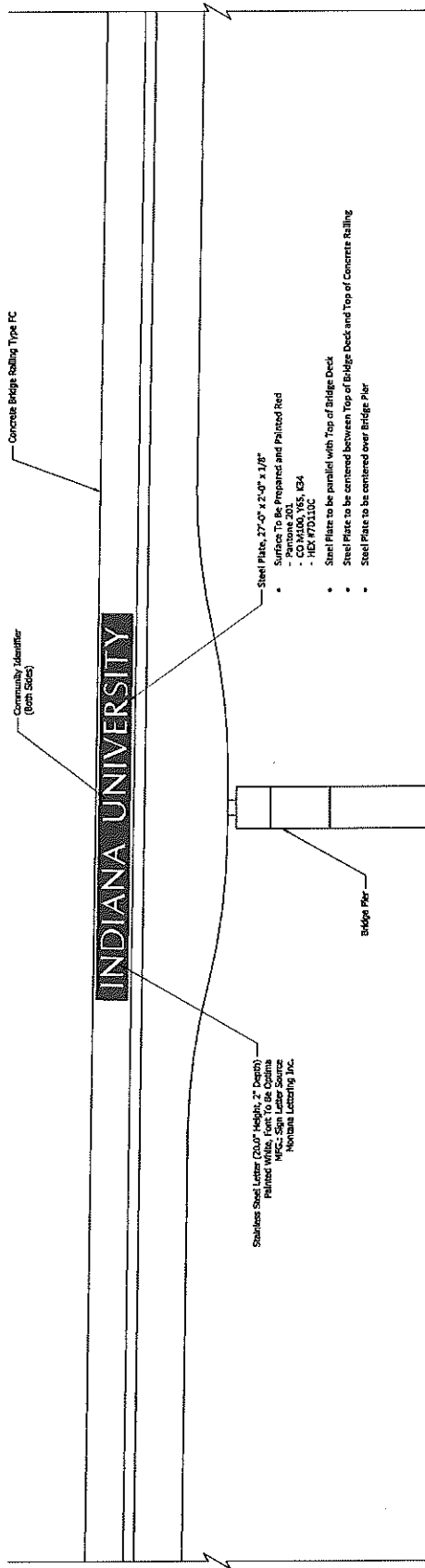


COMMUNITY IDENTIFIER SECTION

SCALE: NTS

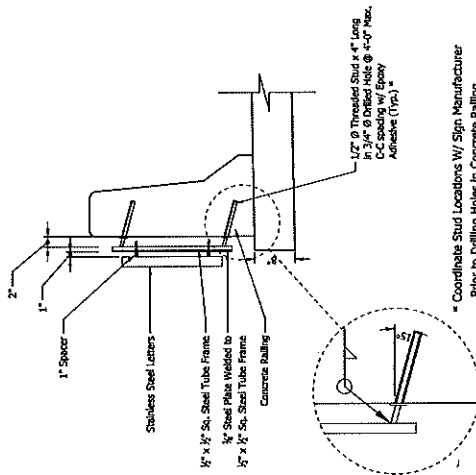
DATE	REVISION	RECOMMENDED FOR APPROVAL	DESIGN ENGINEER	DRAWING DATE	DRAWING NO.	DISTRICT	PROJECT	CONTRACT	SCALE	AS NOTED
		<i>[Signature]</i>		02/16	02/16	INDIANA	SR-46 BRIDGE ENHANCEMENTS:	SOUTHBOUND COMMUNITY IDENTIFIER	INDIANA	DEPARTMENT OF TRANSPORTATION
			PROJECT NO. 15TR0004 SHEET NO. 15TR0004-40 OF 40							

EXHIBIT J - COMMUNITY IDENTIFIERS



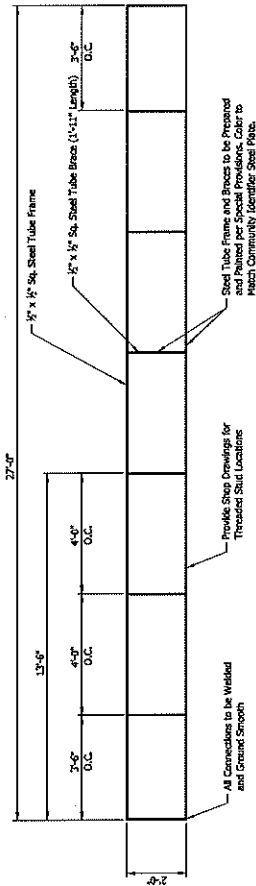
COMMUNITY IDENTIFIER ELEVATION

SCALE: NTS



COMMUNITY IDENTIFIER SECTION

SCALE: NTS



COMMUNITY IDENTIFIER FRAME

SCALE: NTS

RECOMMENDED FOR APPROVAL: [Signature]

DESIGN ENGINEER: [Signature]

DATE: 12/15/2015

PROJECT NO.: 1215

CHECKED BY: [Signature]

DATE: 12/15/2015

PROJECT NO.: 1215

STATE OF INDIANA

20150102

2015

1215

1215

INDIANA DEPARTMENT OF TRANSPORTATION

WALNUT STREET BRIDGE ENHANCEMENTS: COMMUNITY IDENTIFIER

SCALE: AS NOTED

ESTIMATION: [Blank]

DESIGN: [Blank]

SHEET NO.: [Blank]

SHEET TOTAL: [Blank]

PROJECT NO.: [Blank]

CONTRACT NO.: [Blank]

DATE	REVISION

EXHIBIT J - COMMUNITY IDENTIFIERS

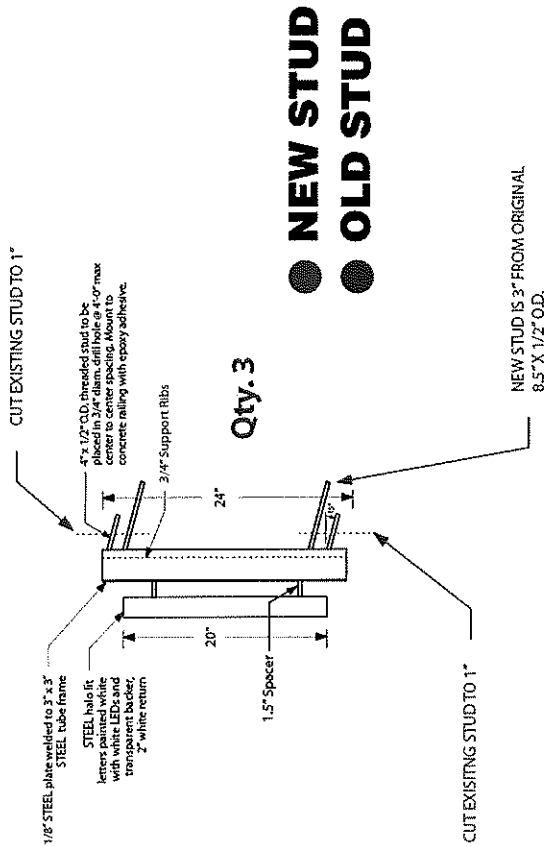
I-69 Community Identifiers

DLZ Project No. 16621000370
 Client Project No. _____
 Shop Drawing No. Rev. 4
 DLZ SPEC. NO. _____

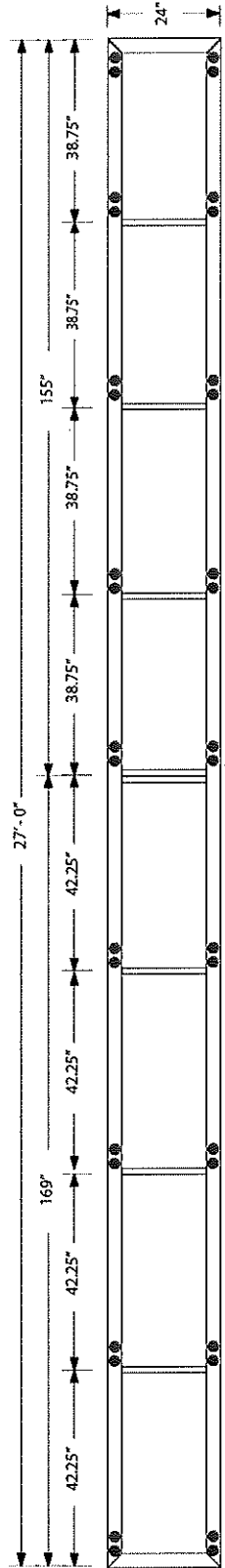
APPROVED FOR GENERAL CONFORMANCE WITH DESIGN CONCEPT
 APPROVED AS NOTED, FOR GENERAL CONFORMANCE WITH DESIGN CONCEPT
 REUSE AND RESUBMIT
 REJECTED
 NOT SUBJECT TO REVIEW
 REQUEST REVIEW AND REVISION BY ORIGINAL CONTRACTOR

The submittal has been reviewed for general conformance with design concept only, and not for the purpose of determining the submittal's accuracy, completeness, or appropriateness in compliance with the Contract Documents including, without limitation, dimensions, quantities and performance parameters or its compliance with any applicable codes or other requirements. The contractor shall be responsible for ensuring that the submittal complies with the Contract Documents and any applicable codes, which have priority over this response, nor does this response relieve the contractor of its responsibility for safety precautions and construction means, methods, equipment and products.

Reviewed by: _____ Date: 11/14/2017



NEW INDIANA UNIVERSITY Qty. 1



FILE LOCATION:	Clients > Hoosierco > Overpass Signage.ai	DigitalBROP > .eps
JOB STATUS:	PRELIM	INSTALL / NOTES:
SALES/MANAGE:	Steve	
DESIGNER:	Nelson	
DATE:	10-30-2016	
SCALE:	125	SIGN PANEL:
		DIGITAL MEDIA:
		LAMINATE:
		VINYL:
		PAINT:

SIGNWORKS
 indianaaddressignworks.com
 317-872-8722

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EXHIBIT J - COMMUNITY IDENTIFIERS

I-69 Community Identifiers

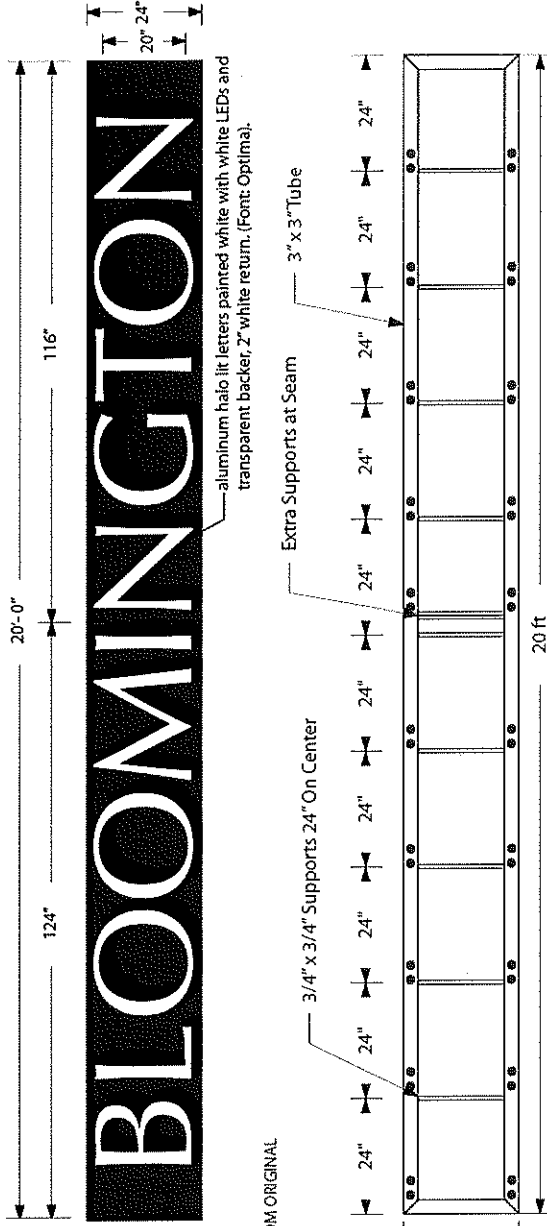
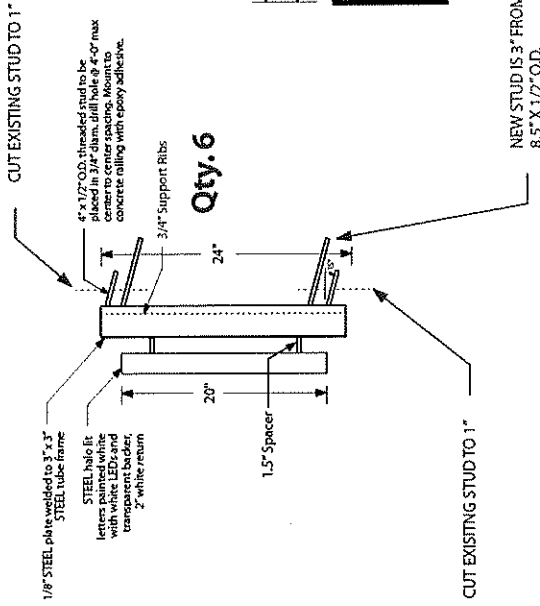
DLZ Project No.: 1895-1895-20
 Client Project No.:
 Shop Drawing No.: Rev. A
 DLZ SPEC. NO.:

APPROVED FOR GENERAL PERFORMANCE WITH DESIGN CONCEPT
 APPROVED AS NOTED, FOR CONFORMANCE WITH DESIGN CONCEPT
 REUSE AND RESUBMIT
 REFLECTED
 NOT SUBJECT TO REVIEW
 REQUIRE REVIEW AND APPROVAL BY GENERAL CONTRACTOR

The submitter has been reviewed for general performance with design concept only, and not for the purpose of determining the submitted accuracy, completeness, or compliance, its use, or its suitability for the project. The submitter is responsible for any and all performance and compliance issues, or its compliance with any applicable codes or other requirements, such as applicable "Buy American" requirements, all of which are contractor's responsibility. This response does not address any change in or deviation from, the Contract Documents or any other documents incorporated by reference into the Contract Documents. The contractor is responsible for any, precision and construction marks, methods, sequences and procedures.

Reviewed by: DBH
 Date: 3/30/2017

DLZ



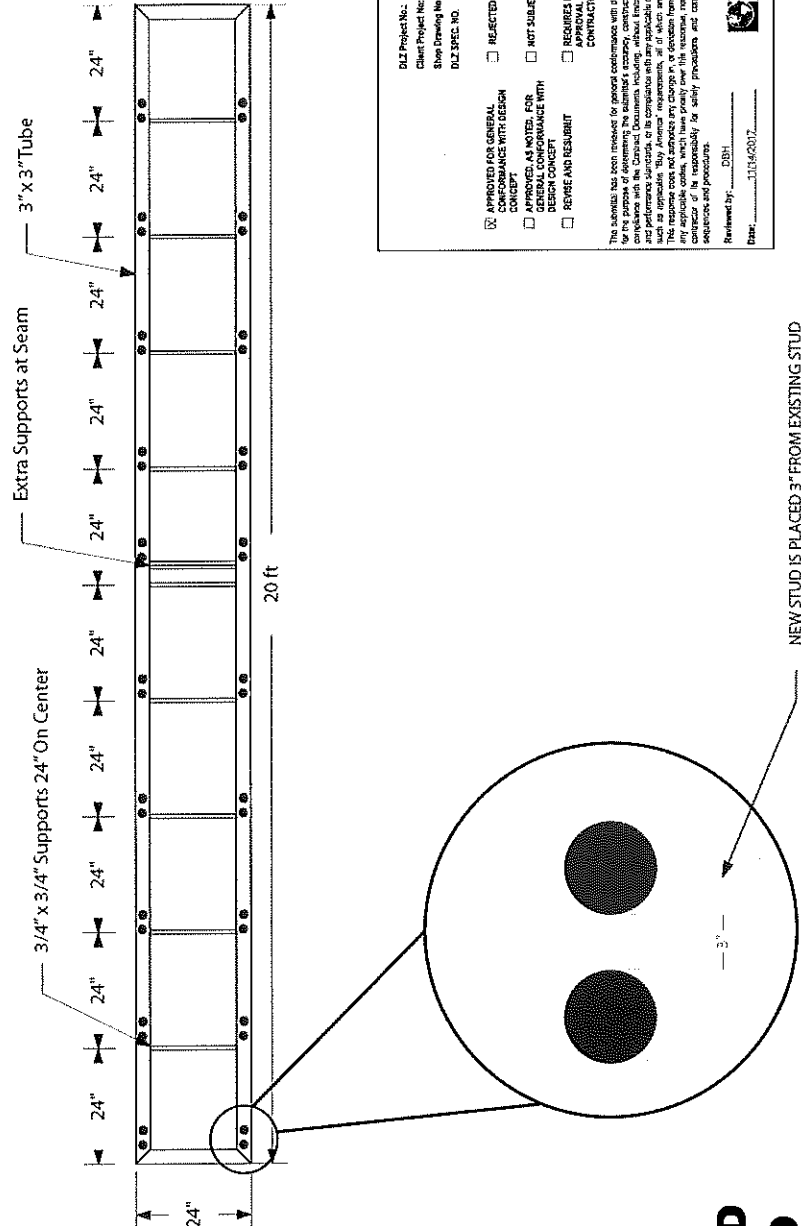
- NEW STUD
- OLD STUD

FILE LOCATION: Clients > Hoosierco > Overpass Signage.a1		DigitalIDROP > .eps	
JOB STATUS:	PRELIM	INSTALL / NOTES:	
SALES/MANAGE:	Steve	SIGN PANEL:	
DESIGNER:	Nelson	DIGITAL MEDIA:	
DATE:	10-30-2016	LAMINATE:	
	SCALE: 1:25	VINYL:	
		PAINT:	

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 COPYRIGHT Indianapolis Signworks 2016 - images and concepts will be usable artwork. File: 1895-1895-20.a1

EXHIBIT J - COMMUNITY IDENTIFIERS

I-69 Community Identifiers



DLZ Project No.: 1693-1895-70
 Client Project No.:
 Shop Drawing No.: Rev. 4
 DLZ SPEC. NO.:

APPROVED FOR GENERAL CONFORMANCE WITH DESIGN CONCEPT
 APPROVED AS NOTED, FOR GENERAL CONFORMANCE WITH DESIGN CONCEPT
 RESUBMIT

REJECTED
 NOT SUBJECT TO REVIEW
 REQUIRES REVIEW AND APPROVAL BY GENERAL CONTRACTOR

This submittal has been reviewed for general conformance with design concept only, and not for the purpose of engineering. The submitter's economy, constructability, or compliance, in accordance with the Code of Ordinances, shall be the responsibility of the contractor. The contractor shall be responsible for any and all requirements, such as applicable "Buy America" requirements, all of which are contractor's responsibility. This response does not authorize any change in or deviation from the Contract Documents or any other documents, drawings, specifications, or other documents. The contractor shall be responsible for any and all requirements, methods, sequences and procedures.

Reviewed by: DBH
 Date: 11/14/2017

DLZ

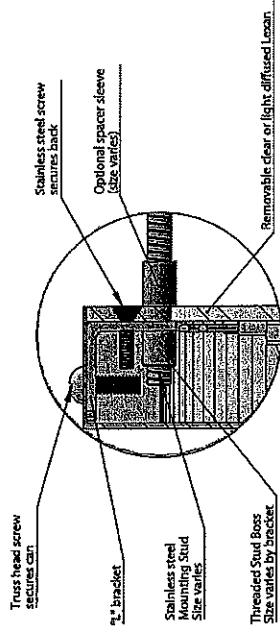
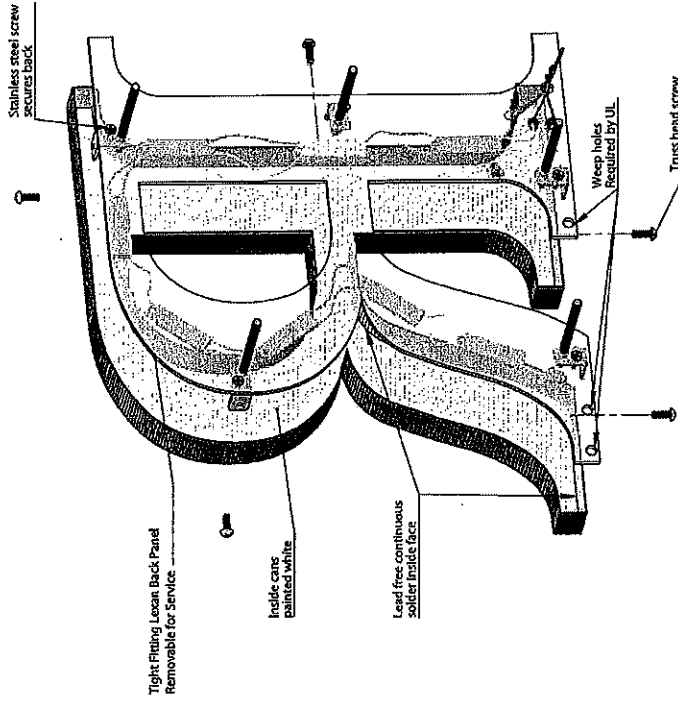
● NEW STUD
 ○ OLD STUD

FILE LOCATION:	Clients > Hoosierco > Overpass Signage.ai	Digital/DROP > .eps	INSTALL / NOTES:
JOB STATUS:	PRELIM	SIGN PANEL:	
SALES/MANAGE:	Steve	DIGITAL MEDIA:	
DESIGNER:	Nelson	LAMINATE:	
DATE:	10-30-2016	VINYL:	
	SCALE: 1:25	PAINT:	

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 317-872-8722

EXHIBIT J - COMMUNITY IDENTIFIERS



FILE LOCATION: Clients > Hoosierco > Overpass Signage.at		DigitalDrop - eps	
JOB STATUS: PRELIM	INSTALL / NOTES: Reverse illuminated; Aluminum plate replaces steel and is supplied in 2 sections; aluminum channel letters replace stainless steel. Revision 2.		
SALES/MANAGE: Steve	SIGN PANEL:		
DESIGNER: Nelson	DIGITAL MEDIA:		
DATE: 5-20-2016	LAMINATE:		
	VINYL:		
	PAINT:		
	SCALE: 3" = 1'		

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SIGNWORKS
IndianapolisSignworks.com
317.872.8722

**AMENDMENT NO. 1 AND RESTATEMENT OF
ROAD TRANSFER MEMORANDUM OF AGREEMENT
BETWEEN
THE INDIANA DEPARTMENT OF TRANSPORTION
AND
THE CITY OF BLOOMINGTON, INDIANA,
CONCERNING THE
TRANSFER OF CERTAIN ROADS NEAR AND ALONG
NEW INTERSTATE 69 AND STATE ROAD 37 IN MONROE COUNTY**

EDS No. _____

PREAMBLE

THIS AMENDMENT NO. 1 AND RESTATEMENT OF THE ROAD TRANSFER MEMORANDUM OF AGREEMENT (this “**Agreement**”) is made and entered into this 8th day of January, 2019 (hereinafter referred to as “**Effective Date**”), by and between the INDIANA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as “**INDOT**”) and THE CITY OF BLOOMINGTON, INDIANA (hereinafter referred to as the “**CITY**”); the CITY and INDOT are jointly referred to in this Agreement as the “**PARTIES**”).

RECITALS

WHEREAS, INDOT is in the process of constructing I-69-5, which shall run from a point on current State Road 37 near That Road in Monroe County, Indiana, and run through the CITY to a point in Morgan County, Indiana, south of Martinsville, Indiana; and

WHEREAS, INDOT and the CITY entered into a Road Transfer Memorandum of Agreement on August 26, 2015, (the “Original Agreement”) to transfer certain roads to one another, including temporarily transferring certain roads to INDOT to allow for construction of certain improvements in connection with the I-69-5 project; and

WHEREAS, INDOT has constructed certain improvements thereon and on those roads which were temporarily transferred to INDOT in the Original Agreement and desires to relinquish jurisdiction therein and transfer those roads back to the CITY upon completion and the CITY’s acceptance based upon the project’s contractual requirements; and

WHEREAS, in conjunction with construction of the Interchange at I-69-5 and West Tapp Road, INDOT has acquired real estate associated with this and has made certain improvements to South Deborah Drive and West Schmalz Boulevard; and

WHEREAS, INDOT currently incurs and/or will incur the expense for maintaining and regulating the Transferred Roads to CITY (as hereafter defined in Section 2.2), including, but not limited to, the maintenance and regulation of all right-of-way, road surface, structures, traffic signals, snow and ice removal, storm water drainage, mowing, other related signs, outdoor advertising structures, and driveways associated with the Transferred Roads to CITY; and

WHEREAS, the PARTIES agree that as a result of construction of I-69-5, the Transferred Roads to CITY will no longer be the most appropriate routes to serve state traffic upon project completion, but will continue to serve a major local travel function and provide access to businesses; and

WHEREAS, the PARTIES agree, that the Transferred Roads to CITY shall be transferred to the CITY, and the CITY is willing to accept the Transferred Roads to CITY and assume full responsibility for all future maintenance, liability and regulation, except as specifically outlined in Section 2.11, including, but not limited to, the maintenance and regulation of all right-of-way, structures, traffic signals, snow and ice removal, storm water drainage, mowing, other related signs, outdoor advertising structures and driveways associated therewith in perpetuity according to the terms of this Agreement; and

WHEREAS, I.C. 8-23-4-10, I.C. 8-23-4-11 and I.C. 8-23-4-12 authorize INDOT and the CITY to enter into this Agreement for the transfer of roads between systems;

NOW, THEREFORE, in consideration of the promises and the mutually dependent covenants herein contained, the PARTIES hereto agree as follows:

I. DEFINITIONS

- 1.1. **Additional Transferred Roads** shall mean the roads, railroad crossings, bridges and traffic signals, more particularly identified and described on Exhibit E, attached hereto and made part hereof.
- 1.2. **Agreement** shall mean this Amendment No. 1 and Restatement of the Road Transfer Memorandum of Agreement.
- 1.3. **Date of Transfer** shall mean the date upon which INDOT will transfer the Transferred Roads to the CITY according to the terms of this Agreement.
- 1.4. **I-69-5** shall mean Section 5 of the new Interstate 69, which runs from a point on current State Road 37 near That Road in Monroe County, Indiana, to a point in Morgan County, Indiana, south of Martinsville, Indiana.
- 1.5. **New Transferred Roads** shall mean the roads, railroad crossings, bridges and traffic signals, (except those traffic signals as outlined in Section 2.11(B)) more particularly identified and described on Exhibits C and D, attached hereto and made part hereof.
- 1.6. **Original Agreement** shall mean the Road Transfer Memorandum of Agreement entered into by the PARTIES on August 26, 2015 and recorded on September 8, 2015 in the Monroe County Recorder's Office, attached hereto as Appendix 1 and made part hereof.
- 1.7. **Original Transferred Roads** shall mean the roads, railroad crossings, bridges and traffic signals, (except those traffic signals as outlined in Section 2.11(B)) more particularly identified and described on Exhibits A and B, attached hereto and made part hereof.
- 1.8. **Transferred Roads** shall mean the Original Transferred Roads, New Transferred Roads and Additional Transferred Roads.

II. SPECIFIC PROVISIONS

- 2.1. **Agreement Purpose.** The purpose of this Agreement is to transfer full responsibility for all operation, construction, maintenance, regulation and liability relating to the Transferred Roads from INDOT to the CITY to the fullest extent permitted by applicable law and to set forth maintenance responsibilities thereof. To comply with Indiana law regarding the sale of real estate, the PARTIES agree

that INDOT is not transferring title to any real estate by way of this Agreement and that INDOT shall retain legal title of the Original Transferred Roads and Additional Transferred Roads, including, without limitation, any real property underneath existing pavement and the accompanying right of way, as described in the land records of Monroe County, Indiana. The CITY is not transferring title to any real estate by way of this Agreement and the CITY shall retain legal title to the New Transferred Roads including, without limitation, any real property underneath existing pavement and the accompanying right of way, as described in the land records of Monroe County, Indiana.

2.2. Subject to the other terms and conditions of this Agreement, INDOT agrees as follows:

2.2.1. INDOT shall transfer to CITY the Original Transferred Roads. The roads described on Exhibit A are the same roads described on Exhibit B. Exhibit A is intended to provide a description of the Original Transferred Roads for use by engineers and surveyors. Exhibit B is intended to provide a description of the Original Transferred Roads for use by those without specialized training.

- A. CITY understands and agrees that the Original Transferred Roads includes all of the original transferred roads from INDOT to CITY, in addition to certain other roads and assets, anything in this Agreement to the contrary notwithstanding.
- B. The total mileage of the Original Transferred Roads under this Agreement is approximately 0.90 centerline miles.

2.2.2. INDOT shall transfer to CITY the New Transferred Roads. The roads described on Exhibit C are the same roads described on Exhibit D. Exhibit C is intended to provide a description of the New Transferred Roads for use by engineers and surveyors. Exhibit D is intended to provide a description of the New Transferred Roads for use by those without specialized training. In the event of a conflict between Exhibit C and Exhibit D, Exhibit C shall prevail.

- A. CITY understands and agrees that the New Transferred Roads includes all of the temporary transferred roads from CITY to INDOT under the Original Agreement, in addition to certain other roads and assets, anything in this Agreement to the contrary notwithstanding.
- B. The total mileage of New Transferred Roads transferred to CITY under this Agreement is approximately 0.84 centerline miles.

2.2.3. INDOT shall transfer to CITY the Additional Transferred Roads as identified in Exhibit E and more particularly described as follows: the South Deborah Drive and West Schmaltz Boulevard, beginning with South Deborah Drive at the northern right of way setback of West Tapp Road beginning at South Deborah Drive and proceeding west for approximately 0.032 miles to Cooperative Way. This transfer shall include any and all drainage structures, sidewalks, signage, traffic signals and other appurtenances.

- A. The total mileage of the Additional Transferred Roads transferred to CITY under this Agreement is approximately 0.084 centerline miles.

2.3. **Date of Transfer.** INDOT will notify the CITY by certified letter(s) of the exact date and time of the transfers, which is estimated to be on or about January 8, 2019, (the “**Estimated Date of Transfer**”).

In accordance with the terms of the Public Private Agreement for I-69-5, which incorporated the requirements of the Indiana Design Manual and other Project documents, and subsequently INDOT’s

contracts to complete the project, the I-69-5 corridor will not be considered “complete” and the Transfer to the CITY will not occur until the CITY has had an opportunity to inspect the Transferred Roads and concurs that the Transferred Roads were constructed as provided under the plans, the Indiana Design Manual, and all applicable standards and specifications. If inspection finds deficiencies (i.e. elements or items not in compliance with the plans, Indiana Design Manual, and/or applicable standards and specifications), INDOT will work with the CITY to ensure such deficiencies are remedied before the Transferred Roads are transferred to the CITY. Further, any latent defect subsequently discovered in the Transferred Roads within two (2) years of the Date of Transfer will be handled according to the INDOT Standard Specifications covering latent defects (including Section 107.23). The Transferred Roads may be transferred in segments individually or may be transferred as a whole once they are considered complete.

INDOT, at INDOT’s option, shall have the right to designate a different Date of Transfer for one or more of the Transferred Roads to the CITY upon completion and the CITY’s acceptance based upon the project’s contractual requirements. In the event that no such letter is sent to CITY, the Date of Transfer to the CITY shall be deemed to be January 8, 2019. INDOT shall have absolutely no liability to the CITY if the Date of Transfer to the CITY is before or after the Estimated Date of Transfer, even if the Date of Transfer is not in close proximity to the Estimated Date of Transfer.

2.4. Acceptance. The CITY agrees to accept transfer of the Transferred Roads, according to the terms of this Agreement on the Date of Transfer.

2.5. Transferred Roads Condition. INDOT will provide reasonable advance notice of the intended Date of Transfer so that the CITY may inspect the Transferred Roads prior to acceptance of the Transferred Roads (as provided in Section 2.3 of this Agreement). INDOT and the CITY agree that the CITY will be afforded sufficient opportunity to inspect the Transferred Roads (throughout construction and after construction is complete). Following final inspection and concurrence by the CITY that the Transferred Roads have been constructed as provided under Section 2.3 of this Agreement (and in conformance with the Indiana Design Manual and all applicable standards and specifications), the CITY agrees to accept the Transferred Roads in “AS IS” condition on the Date of Transfer in accordance with the terms of this Agreement. As provided in Section 2.3 of this Agreement, in the event that the inspection of the Transferred Roads finds a deficiency (i.e., any element or item not constructed in accordance with the plans, Indiana Design Manual and/or all applicable standards and specifications), INDOT shall correct such deficiencies before the Transferred Roads are transferred to the CITY.

Although the CITY agrees to accept the Transferred Roads in an “AS IS” condition, INDOT will satisfy IDEM’s requirement to plant grass even if that shall occur after the Date of Transfer. INDOT shall also be responsible to obtain Notice of Termination of the Rule 5 Stormwater Pollution Prevention Plans even though the road transfer is complete.

INDOT and the CITY agree that the CITY may inspect the construction of the Transferred Roads at any time during the construction process. However, for safety and security reasons, the CITY agrees to notify the Construction Manager for I-69 Section 5 (or the I-69 Section 5 Project Office) at least twenty-four (24) hours prior to inspection, and understands that any person wishing to attend inspections must first complete the required project safety training. Further, inspections will be conducted and attended only by CITY employees, officials, consultants or contractors, and all persons present for inspection shall comply with all safety requirements (including accepting direction from the Project Engineer on site as to not entering or moving out of any areas that may be unsafe).

2.6. Improvements to be Made to Certain Roads. INDOT, at INDOT’s expense (including, without limitation, any Federal-aid highway funds provided by the Federal Highway Administration), agrees that it

shall make certain improvements and repairs to the Transferred Roads. The improvements shall made in accordance with the following terms and conditions:

- A. Exhibit F, attached hereto and made a part hereof, depicts various typical cross sections that illustrate the approximate final condition in which INDOT will deliver the Transferred Roads to CITY and INDOT shall be required to make the improvements and repairs described on Exhibit F (the “**Required Work**”). For each Original Transferred Road listed on Exhibit A, the column labeled “**Typical Section” on Exhibits A and B indicates the type of cross section that shall be employed for such Original Transferred Road and corresponds to the number set forth to the right of one of the cross sections set forth on Exhibit F. The repairs and improvements to each Original Transferred Road shall be in accordance with typical cross section indicated on Exhibits A and B and depicted on Exhibit F, subject to Section 2.6(C). In the event that the column labeled “**Typical Section” on Exhibit A or B indicates “N/A” then INDOT will perform no work with respect to such Original Transferred Road.
- B. Subject to Section 2.6(C), in performing the Required Work, INDOT shall design any pavement that is being installed in accordance with one of the two pavement design standards set forth on Exhibit G, attached hereto and made a part hereof. For each Original Transferred Road listed on Exhibits A and B, the column labeled “*Pavement Design” on Exhibits A and B indicates the type of pavement design standard that shall be employed for such Original Transferred Road. Accordingly, if in the column labeled “*Pavement Design” on Exhibits A and B indicates the letter A, then the pavement design standard A described on Exhibit G shall be used in the construction of such Original Transferred Road. Similarly, if in the column labeled “*Pavement Design” on Exhibits A and B indicates the letter B, then the pavement design standard B described on Exhibit G shall be used in the construction of such Original Transferred Road.
- C. CITY understands that as design work on INDOT’s plans for I-69-5 proceeds, that the Required Work may change and INDOT shall have the right to change the Required Work as it deems necessary or appropriate to accommodate the completion of the I-69-5 project. While INDOT shall use commercially reasonable efforts to cause the Required Work to be performed in accordance with this Section 2.8 and Exhibits F and G, INDOT will construct driveways only after the CITY has had an opportunity to review and comment on plans including the reconstruction of existing drives. As the CITY will be responsible for operation and maintenance of the Transferred Roads after the Date of Transfer, INDOT will make every effort to accommodate the CITY’s comments or requests (in accordance with the Indiana Design Manual and applicable standards and specifications). Further, INDOT will coordinate with the CITY on any permit requests it receives for the Transferred Roads from the effective date of this Agreement through the Date of Transfer to allow the CITY to ensure that any new driveways on the Transferred Roads are in conformance with CITY standards. The CITY shall be notified of pending driveway construction so that the CITY may determine whether the driveway plans are acceptable to the CITY. Subject to inspection as provided under Section 2.3 of this Agreement, the CITY agrees to accept the Transferred Roads as of the Date of Transfer.
- D. INDOT shall provide the CITY an opportunity to review and comment on construction plans for the Transferred Roads prior to construction. Within the INDOT comment period, INDOT will work to accommodate the CITY’s comments or requests for changes, provided that such comments and requests fall within the scope of the Indiana Design Manual and applicable standards and specifications.

- E. INDOT will ensure that every effort is made to maintain to keep all existing sidewalks on the Transferred Roads in place, or to replace sidewalks where they now currently exist on the Transferred Roads.
- F. Within a reasonable period of time after the Date of Transfer, INDOT shall provide to CITY "as-built" plans and specifications of the Transferred Roads. The "as-built" plans and specifications shall in no event affect the transfer of the Transferred Roads to the CITY.

2.7. Limited Access Right of Way. To avoid confusion, the PARTIES agree that according to applicable law, including Federal Highway Administration laws and regulations, INDOT will retain control over (if any) limited access right of way. However, INDOT agrees in good faith to work with both the CITY and the Federal Highway Administration with respect to any requests to break the limited access right of way line.

2.8. Change of Transferred Roads Status. The CITY agrees that the Transferred Roads shall remain in the local highway system so long as they continue to serve public access. Any consideration to remove this route from the CITY system must be reviewed and approved by INDOT.

2.9. No Cost or Expense to INDOT. The CITY agrees that except as otherwise provided in Sections 2.3, 2.6 and 2.11(B) of this Agreement, INDOT shall not be responsible for any costs or expenses in any manner related to the Transferred Roads from and after the Date of Transfer.

2.10. Permits Issued for the Transferred Roads. For the sake of clarity and to avoid misunderstanding, the CITY agrees to indemnify, defend and hold harmless INDOT for all claims or liability arising in relation to any permits issued by the CITY to perform work on the Transferred Roads. Further, the CITY shall be responsible for conducting all future inspection of any active permits issued by INDOT prior to the Date of Transfer. The CITY shall also be solely responsible for the issuance of any and all permits, including permits for outdoor advertising signs or structures, and CITY understands and agrees that it shall comply with all applicable laws in the issuance and regulation of such permits (including but not limited to the Highway Beautification Act of 1965, 23 U.S.C. §131 et seq., and regulations promulgated thereunder).

2.11. INDOT's Maintenance Responsibilities.

- A. **Ornamental Lighting.** INDOT shall be responsible for the maintenance of the lighting, on Tapp Road, SR 45 and on SR 48, which consists of a total of twenty-four (24) ornamental lights, eight (8) lights located on each overpass at SR 45 and SR 48, as shown in **Exhibit H**, attached hereto and incorporated herein by reference. INDOT shall pay for all of the fees for any utility services serving the ornamental lighting.
- B. **Traffic Signals.** INDOT shall maintain ownership and maintenance responsibilities of the traffic signals located at: (1) South Franklin Road/South Wynndale Drive at 3rd Street; (2) intersection south of 3rd Street on South Wyndale Drive; and (3) Basswood Drive/South Oakdale Drive and 2nd Street/West Bloomfield Road as shown in **Exhibit I**, attached hereto and incorporated herein by reference. INDOT shall solely be responsible for the signaling and equipment of these three specific traffic signals.
- C. **Community Identifiers.** INDOT shall be responsible for the maintenance of the Community Identifiers, located on Tapp Road, SR 45, SR 48, SR 46 and Walnut Street, which consists of LED lit letters affixed to each overpass, as shown in **Exhibit J**, attached hereto and incorporated herein by reference.

- D. **Snow Removal.** INDOT shall be responsible for snow removal from ramp termini to ramp termini.

2.12. CITY's Maintenance Responsibilities.

- A. **Ornamental Lighting.** The CITY shall purchase and provide a replacement pole for INDOT's use for those lights referenced in Section 2.11(A) should a pole become damaged and need replaced. The CITY understands and agrees that if a replacement ornamental pole is not provided within thirty (30) days for INDOT's use, INDOT will replace the damaged ornamental pole with one of INDOT's standard poles.
- B. **Traffic Signals.** The CITY shall retain responsibility for maintenance of the pavement and roadway where the signals referenced in Section 2.11(B) are located. If the CITY's maintenance activities damage the traffic loops, the CITY shall be responsible for the costs of the repair of the traffic loops.
- C. **Community Identifiers.** The CITY shall purchase and provide replacement letters for INDOT's use should any portion of the Community Identifiers referenced in 2.11(C) become damaged and/or destroyed. The CITY understands and agrees that if a replacement letter(s) is/are not provided for INDOT's use, INDOT will not replace the damaged and/or destroyed letters.
- D. **Maintenance Responsibilities.** Upon INDOT's transfer of the Transferred Roads to the CITY, the CITY shall be responsible for all maintenance, including maintenance and regulation of all right-of-way, structures, traffic signals, snow and ice removal, storm water drainage, mowing, other related signs, outdoor advertising structures and driveways associated therewith in perpetuity according to the terms of this Agreement. Any latent defect(s) subsequently discovered regarding any of the items in this Section 2.12 within two (2) years of the Date of Transfer, whether defects in materials initially provided or in workmanship during installation, shall be handled according to the INDOT Standard Specifications covering latent defects (including Section 107.23). The CITY is not responsible for the costs in correcting said defects within two years from the Date of Transfer.

2.13. Traffic Signal Warrant Study. INDOT shall coordinate with the CITY to conduct a traffic signal warrant study at Tapp Road and Deborah Drive. INDOT shall fund and conduct the warrant study, which shall occur on or before June 30, 2019. Upon completion of the warrant study, the CITY shall be the sole decision maker if a traffic signal is warranted. If warranted, INDOT shall pay for the installation of the traffic signal, unless prohibited by law.

2.14. Interpretation. The Preamble and Recitals recorded above are incorporated by reference into this Agreement. All captions, section headings, paragraph titles and similar items are provided for the purpose of reference and convenience and are not intended to be inclusive, definitive or to affect the interpretation of this Agreement. As used herein, singular shall include the plural and *vice versa* and the masculine shall include the feminine and neuter (as applicable) and *vice versa*.

III. GENERAL PROVISIONS

3.1. Access to Records. The CITY shall maintain all books, documents, papers, correspondence, accounting records and other evidence pertaining to the cost incurred under this Agreement, and shall make such materials available at their respective offices at all reasonable times during the period of this Agreement and for ten (10) years from the date of final payment under the terms of this Agreement, for inspection or audit by INDOT, or its authorized representative, and copies thereof shall be furnished free of charge, if requested by INDOT. The CITY agrees that, upon request by any agency participating in federally-assisted programs with whom the CITY has agreed to or seeks to agree to, INDOT may release or make available to the agency any working papers from an audit performed by INDOT of the CITY in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

3.2. Audit. The CITY acknowledges that it may be required to submit to an audit of funds paid (if any) through this Agreement. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines (including applicable provisions of the Office of Management and Budget Circulars A-133, Audits of States, Local Governments, and Non-Profit Organizations) specified by the State of Indiana (the "State") and/or in accordance with audit requirements specified elsewhere in this Agreement.

3.3. Authority to Bind CITY. The signatory for the CITY warrants that he/she has the necessary authority to enter into this Agreement. The signatory for the CITY represents that he/she has been duly authorized to execute this Agreement on behalf of the CITY, and has obtained all necessary or applicable approval to make this Agreement fully binding upon the CITY when his/her signature is affixed to this Agreement.

3.4. Certification for Federal-Aid Contracts Lobbying Activities. The CITY certifies, by signing and submitting this Agreement, to the best of its knowledge and belief that the CITY has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

A. No federal appropriated funds have been paid or will be paid, by or on behalf of the CITY, 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 agreements, 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 agreement, grant, loan, or cooperative agreement.

B. 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 such federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The CITY also agrees by signing this Agreement that it shall require that the language of this certification be included in all contractor agreements (if any) including 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. The CITY does not expect any contractor agreements or lower tier subcontracts to be entered regarding this Transfer Agreement.

3.5. Compliance with Laws.

A. The CITY 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. The enactment of any state or federal statute, or the promulgation of regulations there under after execution of this Agreement, shall be reviewed by INDOT to determine whether formal modifications are required to the provisions of this Agreement.

B. The CITY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6, et seq., Indiana Code § 4-2-7, et. seq., the regulations promulgated thereunder. **If the CITY has knowledge, or would have acquired knowledge with reasonable inquiry, 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 Agreement, the CITY shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this Agreement.** If the CITY is not familiar with these ethical requirements, the CITY should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the CITY or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Agreement immediately upon notice to the CITY. In addition, the CITY may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. **[OMITTED – NOT APPLICABLE].**

D. **[OMITTED – NOT APPLICABLE].**

E. **[OMITTED – NOT APPLICABLE].**

F. The CITY warrants that the CITY and its contractors shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities under this Agreement. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further work with the State.

G. **[OMITTED – NOT APPLICABLE].**

H. As required by IC 5-22-3-7: (1) the CITY and any principals of the CITY certify that (A) the CITY, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the CITY will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. (2) The CITY and any principals of the CITY certify that an affiliate or principal of the CITY and any agent acting on behalf of the CITY or on behalf of an affiliate or principal of the CITY, except for de minimis and nonsystematic violations, (A) has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.

3.6. Drug-Free Workplace Certification. As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the CITY 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 State within ten (10) days after receiving actual notice that the CITY, or an employee of the CITY, in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Agreement payments, termination of this Agreement and/or debarment of contracting opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total Agreement amount set forth in this Agreement is in excess of \$25,000.00, the CITY certifies and agrees that it will provide a drug-free workplace by:

- A. 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 CITY's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the CITY'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;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the CITY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(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
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

3.7. Employment Eligibility Verification.

The CITY affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien. The CITY further agrees that:

- A. The CITY shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The CITY is not required to

participate should the E-Verify program cease to exist. Additionally, The CITY is not required to participate if the CITY is self-employed and do not employ any employees.

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

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

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

3.87. Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected Party (hereinafter referred to as a Force Majeure Event), the Party who has been so affected shall immediately give notice to the other Party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the Party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.

3.9. Funding Cancellation Clause. As required by Financial Management Circular 2007-1 and IC 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of the performance of this Agreement, this Agreement shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive..

3.10. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

3.11. Indemnification. The CITY agrees to indemnify, exculpate, and hold harmless the State of Indiana, INDOT, and their officials and employees from any liability due to loss, damage, injuries, or other casualties of whatever kind, or by whosoever caused, to the person or property of anyone arising out of, or resulting from the operation, regulation, or future maintenance or construction on any part of the Transferred Roads to CITY after the Date of Transfer, or from the installation, existence, use, maintenance, condition, repairs, alteration or removal of any equipment or material to the Transferred Roads after the Date of Transfer, to the extent of negligence of the CITY, including any claims arising out the Worker's Compensation Act or any other law, ordinance, order or decree. The CITY agrees to pay all reasonable expenses and attorney's fees incurred by or imposed on the State and INDOT in connection herewith in the event that the CITY shall default under the provisions of this Section. INDOT shall **not** provide such indemnification to the CITY.

3.12. Non-Discrimination.

A. Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the CITY covenants that it shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state or local law ("Protected Characteristics"). The CITY certifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of this Agreement, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the CITY or any subcontractor.

B INDOT is a recipient of federal funds, and therefore, where applicable, the CITY and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

The CITY agrees that if the CITY employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the CITY will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The CITY 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 Agreement.

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 nondiscrimination enforcement is broader than the language of Title VI and encompasses other State and Federal protections. INDOT's nondiscrimination enforcement shall include the following additional grounds: sex, sexual orientation, gender identity, ancestry, age, income status, religion, disability, income status, limited English proficiency, or status as a veteran.)

C. During the performance of this Agreement, the CITY, for itself, its assignees and successors in interest (hereinafter referred to as the "CITY") agrees to the following assurances under Title VI of the Civil Rights Act of 1964:

- i. **Compliance with Regulations:** The CITY shall comply with the regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49 CFR 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 Agreement.
- ii. **Nondiscrimination:** The CITY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran in the selection and retention of subcontractors, including procurements of materials and leases

of equipment. The CITY shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

- iii. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CITY of the CITY's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, color, sex, sexual orientation, gender identity, national origin, religion, disability, ancestry, or status as a veteran.
- iv. **Information and Reports:** The CITY 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 Indiana Department of Transportation and Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the CITY is in the exclusive possession of another who fails or refuses furnish this information, the CITY shall so certify to the Indiana Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- v. **Sanctions for Noncompliance:** In the event of the CITY's noncompliance with the nondiscrimination provisions of this Agreement, the Indiana Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to: (a) withholding payments to the CITY under the Agreement until the CITY complies, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- vi. **Incorporation of Provisions:** The CITY shall include the provisions of paragraphs i through vi in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The CITY shall take such action with respect to any subcontract or procurement as INDOT or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the CITY becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CITY may request the Indiana Department of Transportation to enter into such litigation to protect the interests of the Indiana Department of Transportation, and, in addition, the CITY may request the United States of America to enter into such litigation to protect the interests of the United States of America.

3.13. Notice to Parties. Whenever any notice, statement or other communication is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

A. For INDOT: Sandra Flum
I-69 Section 5 Project Manager
Indiana Department of Transportation
100 North Senate Avenue - Room N758
Indianapolis, IN 46204
sflum@indot.in.gov

With a copy to: Chief Legal Counsel and Deputy Commissioner
Indiana Department of Transportation
100 North Senate Avenue, IGCN 758
Indianapolis, IN 46204

B. For CITY: City of Bloomington Public Works Department
401 N. Morton Street, Suite 120
Bloomington, IN 47404
Attn: Adam Wason

3.14. Payment.

A. All payments (if any) shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the CITY in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC §4-13-2-20.

B. If the CITY has any outstanding balances on any Agreement with INDOT (including any repayment to INDOT owed under this Agreement), and such outstanding balances due to INDOT are at least sixty (60) calendar days past the due date, INDOT may proceed in accordance with I.C. 8-14-1-9 to invoke the powers of the Auditor of the State of Indiana to make a mandatory transfer of funds from the CITY's allocation of the Motor Vehicle Highway Account and the Local Roads and Streets Account to INDOT's account, or INDOT may withhold or garnish payments otherwise due to the CITY from INDOT under this or any other Agreement to partially or wholly satisfy such outstanding balances. In addition, to satisfy any outstanding balance owed, INDOT reserves the right to withhold any and all distributions of discretionary federal funds normally issued or allocated to the CITY.

3.15. Penalties, Interest and Attorney's Fees. INDOT 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, I.C. 5-17-5, I. C. 34-54-8, and I. C. 34-13-1.

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

3.17. Status of Claims. The CITY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the CITY resulting from services performed under this Agreement.

3.18. General. This Agreement represents the entire understanding between the PARTIES relating to the subject matter, and supersedes any and all prior oral and/or written communications, understandings or agreements relating to the subject matter. Any amendment or modification to this Agreement must be in writing, reference this Section 3.17 and be signed by duly authorized representatives of the PARTIES. Neither this Agreement nor any portions of it may be assigned, licensed or otherwise transferred by the CITY without the prior written consent of INDOT. This Agreement will be binding upon the PARTIES and their permitted successors or assigns. Failure of either PARTY to enforce any provision of this Agreement will not constitute or be construed as a waiver of such provision or of the right to enforce such provision. The headings are inserted for convenience only and do not constitute part of this Agreement.

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Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that that the undersigned is the CITY, or that the undersigned is the properly authorized representative, agent, member or officer of the CITY. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the CITY, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof. **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 Agreement, the CITY attests to compliance with the disclosure requirements in IC 4-2-6-10.5.**

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

THE CITY OF BLOOMINGTON, INDIANA

Executed by:

Kyla Cox Deckard, President, Board of Public Works

John Hamilton, Mayor

Attest:

Nicole Bolden, Clerk

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF: MONROE)

Before me, a Notary Public in and for said county and state personally appeared John Hamilton, Mayor of the City of Bloomington, Indiana, who acknowledged the execution of the foregoing Amendment No. 1 and Restatement of the Road Transfer Memorandum of Agreement on this _____ day of _____, 2019.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

STATE OF INDIANA
Indiana Department of Transportation

Recommended for approval by:

Anthony K. McClellan,
District Deputy Commissioner

Date: _____

Executed By:

_____ (for)
Joseph McGuinness, Commissioner
Indiana Department of Transportation

Date: _____

STATE OF INDIANA)
) SS:
COUNTY OF: MARION)

Before me, a Notary Public in and for said county and state personally appeared

of the Indiana Department of Transportation, who acknowledged the execution of the foregoing
Amendment No. 1 and Restatement of the Road Transfer Memorandum of Agreement on this
_____ day of _____, 2019.

NOTARY PUBLIC (signature)

NOTARY PUBLIC (printed)

My Commission expires: _____

My County of Residence: _____

APPROVALS

STATE OF INDIANA
State Budget Agency

By: _____ (FOR)
Jason D. Dudich, Director

Date: _____

STATE OF INDIANA
Department of Administration

By: _____ (FOR)
Lesley A. Crane, Commissioner

Date: _____

Approved as to Form and Legality:
Office of the Attorney General

By: _____ (FOR)
Curtis T. Hill, Jr.
Attorney General of Indiana

Date : _____

I affirm, under penalties of perjury, that all Social Security numbers have been redacted from the forgoing, and all attachments thereto, except as allowed by law.

Marjorie A. Millman

This instrument was prepared for the Indiana Department of Transportation, 100 N. Senate Avenue, Indianapolis, IN 46204, by the undersigned attorney.

Marjorie A. Millman, Attorney No. 21748-36



Board of Public Works Claim Register

Invoice Date Range 01/01/19 - 01/11/19

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				
Cierra Phillips	01-Feline Refund		01/11/2019	75.00
	Account 43430 - Animal Adoption Fees Totals	1		<u>75.00</u>
Account 52210 - Institutional Supplies				
53005 - Menards, INC	01-white vinegar, shut off valve		01/11/2019	9.95
53005 - Menards, INC	01-garden hose		01/11/2019	49.99
54558 - The Uniform House, INC	01-scrub tops		01/11/2019	44.88
	Account 52210 - Institutional Supplies Totals	3		<u>\$104.82</u>
Account 52420 - Other Supplies				
9523 - Freedom Business Solutions, LLC	01-toners		01/11/2019	89.95
	Account 52420 - Other Supplies Totals	1		<u>\$89.95</u>
Account 53130 - Medical				
3376 - Bloomington Pets Alive, INC	01-spay/neuter surgeries		01/11/2019	1,420.00
	Account 53130 - Medical Totals	1		<u>\$1,420.00</u>
Account 53220 - Postage				
4487 - PMB East, INC (PakMail)	01-		01/11/2019	12.12
4487 - PMB East, INC (PakMail)	01-BOH Shipping		01/11/2019	12.65
4487 - PMB East, INC (PakMail)	01-BOH Shipping		01/11/2019	12.71
	Account 53220 - Postage Totals	3		<u>\$37.48</u>
Account 54510 - Other Capital Outlays				
6378 - ANN-KRISS, LLC	01-60% comp-landscaping/install wood fence/metal work/retaining	BC 2018-92	01/11/2019	9,194.76
	Account 54510 - Other Capital Outlays Totals	1		<u>\$9,194.76</u>
	Program 010000 - Main Totals	10		<u>\$10,922.01</u>
	Department 01 - Animal Shelter Totals	10		<u>\$10,922.01</u>
Department 04 - Economic & Sustainable Dev				
Program 040000 - Main				
Account 53990 - Other Services and Charges				
6723 - Shannon Connelly	04-Case Study of Farm To Table Work		01/11/2019	500.00
	Account 53990 - Other Services and Charges Totals	1		<u>\$500.00</u>
	Program 040000 - Main Totals	1		<u>\$500.00</u>
	Department 04 - Economic & Sustainable Dev Totals	1		<u>\$500.00</u>
Department 06 - Controller's Office				



Board of Public Works Claim Register

Invoice Date Range 01/01/19 - 01/11/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 060000 - Main				
Account 52110 - Office Supplies				
6530 - Office Depot, INC	06- Pens, binder clips, Batteries		01/11/2019	19.90
	Account 52110 - Office Supplies Totals	1		<u>\$19.90</u>
Account 53910 - Dues and Subscriptions				
259 - Indiana Association Of Cities & Towns (AIM)	06- 2019 Dues		01/11/2019	11,628.00
	Account 53910 - Dues and Subscriptions Totals	1		<u>\$11,628.00</u>
	Program 060000 - Main Totals	2		<u>\$11,647.90</u>
	Department 06 - Controller's Office Totals	2		<u>\$11,647.90</u>
Department 12 - Human Resources				
Program 120000 - Main				
Account 53990 - Other Services and Charges				
6099 - Safe Hiring Solutions	12-background check \$133.85		01/11/2019	133.85
	Account 53990 - Other Services and Charges Totals	1		<u>\$133.85</u>
	Program 120000 - Main Totals	1		<u>\$133.85</u>
	Department 12 - Human Resources Totals	1		<u>\$133.85</u>
Department 13 - Planning				
Program 130000 - Main				
Account 43310 - Application Fee				
James & Diana Goodman	13-Use Variance application fee refund-712 W. 10th		01/11/2019	500.00
	Account 43310 - Application Fee Totals	1		<u>\$500.00</u>
Account 52110 - Office Supplies				
6530 - Office Depot, INC	13- 2 Office Chairs		01/11/2019	339.98
	Account 52110 - Office Supplies Totals	1		<u>\$339.98</u>
Account 52410 - Books				
5819 - Synchrony Bank	13 - Contemporary Planning Book		01/11/2019	31.01
	Account 52410 - Books Totals	1		<u>\$31.01</u>
Account 52420 - Other Supplies				
6530 - Office Depot, INC	13 - Office Chair		01/11/2019	169.99
6530 - Office Depot, INC	13-binder clips, first aid kit, wipes, napkins, pens		01/11/2019	117.17
	Account 52420 - Other Supplies Totals	2		<u>\$287.16</u>
Account 53160 - Instruction				
204 - State Of Indiana	13 - Arc GIS Trainings for Sara, Amir		01/11/2019	550.00
	Account 53160 - Instruction Totals	1		<u>\$550.00</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				



Board of Public Works Claim Register

Invoice Date Range 01/01/19 - 01/11/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
6289 - Clarion Associates, LLC	13-UDO Updates-services thru 11/30/18		01/11/2019	939.13
8305 - Schmidt Associates, INC	13-City Architect-Proj Review-services 11/1-11/30/18		01/11/2019	218.75
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		2		<u>\$1,157.88</u>
Account 53230 - Travel				
6218 - Theresa M Porter	13-hotel reimb-AICP Exam-Terre Haute-11/12-11/13/18		01/11/2019	155.06
Account 53230 - Travel Totals		1		<u>\$155.06</u>
Account 53310 - Printing				
3892 - Midwest Color Printing, INC	13-C. Buddin business cards-250		01/11/2019	41.50
Account 53310 - Printing Totals		1		<u>\$41.50</u>
Account 53990 - Other Services and Charges				
6289 - Clarion Associates, LLC	13-UDO Updates-services thru 11/30/18		01/11/2019	14,399.95
4950 - Root Car Wash, LLC (Bloomington Car Wash)	13 - Maintenance of P&T Vehicles (Car Wash)		01/11/2019	1,152.00
Account 53990 - Other Services and Charges Totals		2		<u>\$15,551.95</u>
Program 130000 - Main Totals		12		<u>\$18,614.54</u>
Department 13 - Planning Totals		12		<u>\$18,614.54</u>
Department 28 - ITS				
Program 280000 - Main				
Account 52420 - Other Supplies				
337 - Stansifer Radio Co, INC	28 - Time Clock Installation Parts		01/11/2019	15.64
337 - Stansifer Radio Co, INC	28 - Time Clock Installation Parts		01/11/2019	25.08
5819 - Synchrony Bank	28 - USB to HDMI Adapter		01/11/2019	39.99
Account 52420 - Other Supplies Totals		3		<u>\$80.71</u>
Account 53170 - Mgt. Fee, Consultants, and Workshops				
5437 - Columbia Telecommunications Corporation	28 - Addendum to Agreement with CTC		01/11/2019	1,412.50
Account 53170 - Mgt. Fee, Consultants, and Workshops Totals		1		<u>\$1,412.50</u>
Account 53210 - Telephone				
1079 - AT&T	28-phone charges 11/20-12/19/18-#812 339-2261 261 1		01/02/2019	5,568.34
Account 53210 - Telephone Totals		1		<u>\$5,568.34</u>
Account 53640 - Hardware and Software Maintenance				
3989 - Ricoh USA, INC	28-Copier Maintenance		01/11/2019	1,872.71
Account 53640 - Hardware and Software Maintenance Totals		1		<u>\$1,872.71</u>
Program 280000 - Main Totals		6		<u>\$8,934.26</u>
Department 28 - ITS Totals		6		<u>\$8,934.26</u>



Board of Public Works Claim Register

Invoice Date Range 01/01/19 - 01/11/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Fund 101 - General Fund (S0101) Totals		32		\$50,752.56
Fund 103 - Restricted Donations(ord 05-17)				
Department 06 - Controller's Office				
Program 400102 - Animal Supplies				
Account 52210 - Institutional Supplies				
4633 - Midwest Veterinary Supply, INC	01-vaccines, medications, other vet supplies		01/11/2019	134.82
4633 - Midwest Veterinary Supply, INC	01-vaccines, medications, other vet supplies		01/11/2019	297.33
4633 - Midwest Veterinary Supply, INC	01-vaccines, medications, other vet supplies		01/11/2019	16.82
Account 52210 - Institutional Supplies Totals		3		\$448.97
Program 400102 - Animal Supplies Totals		3		\$448.97
Department 06 - Controller's Office Totals		3		\$448.97
Fund 103 - Restricted Donations(ord 05-17) Totals		3		\$448.97
Fund 401 - Non-Reverting Telecom (S1146)				
Department 25 - Telecommunications				
Program 254000 - Infrastructure				
Account 53640 - Hardware and Software Maintenance				
5534 - Presidio Holdings, INC	25 - Council Chamber Monitor Repair		01/11/2019	540.00
Account 53640 - Hardware and Software Maintenance Totals		1		\$540.00
Account 54450 - Equipment				
53442 - Paragon Micro, INC	25 - Capital Replacement Worstation		01/11/2019	1,524.98
53442 - Paragon Micro, INC	25 Capital Replacement Workstation		01/11/2019	1,754.97
Account 54450 - Equipment Totals		2		\$3,279.95
Program 254000 - Infrastructure Totals		3		\$3,819.95
Department 25 - Telecommunications Totals		3		\$3,819.95
Fund 401 - Non-Reverting Telecom (S1146) Totals		3		\$3,819.95
Fund 405 - Non-Reverting Improve I(S0113)				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53910 - Dues and Subscriptions				
259 - Indiana Association Of Cities & Towns (AIM)	06- 2019 Dues		01/11/2019	6,750.00
Account 53910 - Dues and Subscriptions Totals		1		\$6,750.00
Program 060000 - Main Totals		1		\$6,750.00
Department 06 - Controller's Office Totals		1		\$6,750.00
Fund 405 - Non-Reverting Improve I(S0113) Totals		1		\$6,750.00
Fund 450 - Local Road and Street(S0706)				



Board of Public Works Claim Register

Invoice Date Range 01/01/19 - 01/11/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Department 20 - Street				
Program 200000 - Main				
Account 53520 - Street Lights / Traffic Signals				
223 - Duke Energy	02-street lights-various locations-elec. bill-date 12/28/18		01/02/2019	47.48
223 - Duke Energy	02-Gentry Circle-street light chgs-bill date 12/28/18		01/02/2019	263.33
223 - Duke Energy	02-1101 W. Tapp-elec. bill signal-11/21-12/22/18		01/02/2019	9.01
223 - Duke Energy	02-1101 W. Tapp-traffic signal-#321010961-11/21-12/22/18		01/02/2019	26.39
223 - Duke Energy	02-642 N Madison-electric bill 11/26-12/26/18		01/02/2019	102.69
223 - Duke Energy	02-Sunflower & Countryside-elec. bill-bill date 12/28/18		01/02/2019	3.99
	Account 53520 - Street Lights / Traffic Signals Totals	6		\$452.89
	Program 200000 - Main Totals	6		\$452.89
	Department 20 - Street Totals	6		\$452.89
	Fund 450 - Local Road and Street(S0706) Totals	6		\$452.89
 Fund 452 - Parking Facilities(S9502)				
Department 26 - Parking				
Program 260000 - Main				
Account 53170 - Mgt. Fee, Consultants, and Workshops				
6197 - CE Solutions, INC	02-Morton & Walnut St Garages-PG Repairs-Addendum-serv 12/15/18		01/11/2019	17,062.50
	Account 53170 - Mgt. Fee, Consultants, and Workshops Totals	1		\$17,062.50
	Program 260000 - Main Totals	1		\$17,062.50
	Department 26 - Parking Totals	1		\$17,062.50
	Fund 452 - Parking Facilities(S9502) Totals	1		\$17,062.50
 Fund 454 - Alternative Transport(S6301)				
Department 02 - Public Works				
Program 020000 - Main				
Account 53110 - Engineering and Architectural				
5637 - Shrewsberry & Associates, LLC	13-School Zone Enhancements Proj-Speed Flashers-thru 11/30/18	BC 2017-100	01/11/2019	4,292.62
5999 - The Etica Group, INC	13-Mitchell/Walnut St SW Design-services 5/6-11/30/18	BC 2017-51	01/11/2019	1,440.69
	Account 53110 - Engineering and Architectural Totals	2		\$5,733.31
 Account 54310 - Improvements Other Than Building				
5822 - Crawford, Murphy & Tilly, INC	13-Moores Pk/Clarizz Blvd-prof. services 9/29-10/26/18	BC 2018-64	01/11/2019	7,880.00
5999 - The Etica Group, INC	13-Mitchell/Walnut SW Design-serv. 5/6-11/30/18	BC 2017-51	01/11/2019	314.94
	Account 54310 - Improvements Other Than Building Totals	2		\$8,194.94
	Program 020000 - Main Totals	4		\$13,928.25



Board of Public Works Claim Register

Invoice Date Range 01/01/19 - 01/11/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
	Department 02 - Public Works Totals		4	\$13,928.25
	Fund 454 - Alternative Transport(S6301) Totals		4	\$13,928.25
Fund 508 - BMFC - Showers Bond #4(S0184)				
Department 06 - Controller's Office				
Program 060000 - Main				
Account 53840 - Lease Payments				
4740 - Bank Of New York	06-BMFC 2009		01/02/2019	312,500.00
	Account 53840 - Lease Payments Totals		1	\$312,500.00
	Program 060000 - Main Totals		1	\$312,500.00
	Department 06 - Controller's Office Totals		1	\$312,500.00
	Fund 508 - BMFC - Showers Bond #4(S0184) Totals		1	\$312,500.00
Fund 802 - Fleet Maintenance(S9500)				
Department 17 - Fleet Maintenance				
Program 170000 - Main				
Account 52230 - Garage and Motor Supplies				
50605 - Bauer Built, INC	17-tire fees		01/11/2019	81.00
4693 - Monroe County Tire & Supply, INC	17 - #689 tires		01/11/2019	356.56
4693 - Monroe County Tire & Supply, INC	17-#804 tires		01/11/2019	401.20
4693 - Monroe County Tire & Supply, INC	17-#335 tires		01/11/2019	1,872.24
	Account 52230 - Garage and Motor Supplies Totals		4	\$2,711.00
Account 52240 - Fuel and Oil				
613 - Hoosier Penn Oil Company, INC	17-stock oil		01/11/2019	2,434.77
349 - White River Cooperative, INC	17 - diesel and unleaded fuel	BC 2018-78D	01/11/2019	15,717.45
349 - White River Cooperative, INC	17 - Unleaded fuel	BC 2018-78D	01/11/2019	16,792.81
349 - White River Cooperative, INC	17 - Diesel	BC 2018-78D	01/11/2019	17,306.90
	Account 52240 - Fuel and Oil Totals		4	\$52,251.93
Account 52320 - Motor Vehicle Repair				
4554 - Aero Industries, INC	17 - #674 bed tarp and hardware		01/11/2019	1,209.08
244 - Bloomington Ford, INC	17 - fuel pip and bezel		01/11/2019	143.14
244 - Bloomington Ford, INC	17 - P138 bezel		01/11/2019	5.12
244 - Bloomington Ford, INC	17-#123/p125		01/11/2019	208.40
244 - Bloomington Ford, INC	17-#461 bolt		01/11/2019	5.00
244 - Bloomington Ford, INC	17-#461 bolt		01/11/2019	9.84
4335 - Circle Distributing, INC	17-stock filters		01/11/2019	124.32



Board of Public Works Claim Register

Invoice Date Range 01/01/19 - 01/11/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
4335 - Circle Distributing, INC	17-stock filters		01/11/2019	73.98
4335 - Circle Distributing, INC	17-stock filters		01/11/2019	24.66
4335 - Circle Distributing, INC	17 - Brake Rotors		01/11/2019	290.04
4335 - Circle Distributing, INC	17 - wiper motor		01/11/2019	35.00
4335 - Circle Distributing, INC	17-#804 tpms sensor		01/11/2019	211.04
4335 - Circle Distributing, INC	17-stock brake parts		01/11/2019	1,037.08
4335 - Circle Distributing, INC	17-brake rotors and oil		01/11/2019	335.64
5792 - Clark Truck Equipment Co., INC	17 - #4461 handle and jack		01/11/2019	224.02
594 - Curry Auto Center, INC	17-#804 window motor		01/11/2019	111.43
594 - Curry Auto Center, INC	17-#804 tpms nut		01/11/2019	16.72
4044 - Industrial Hydraulics, INC	17-#960 repair hyd cylinders		01/11/2019	37.89
4044 - Industrial Hydraulics, INC	17-#960 repair hyd cylinders		01/11/2019	46.73
4044 - Industrial Hydraulics, INC	17-#426 hyd hose and fittings		01/11/2019	169.51
796 - Interstate Battery System of Bloomington, INC	17-stock battery		01/11/2019	75.26
796 - Interstate Battery System of Bloomington, INC	17-stock batteries		01/11/2019	71.70
4439 - JX Enterprises, INC	17 - Power steering reservoir, cam kit and steering gear		01/11/2019	1,515.96
4439 - JX Enterprises, INC	17-#438 brake pads, drums, oil seals, cam kit and slack adjuster		01/11/2019	625.89
5260 - M&K Holding Company	17-stock filters		01/11/2019	61.72
5260 - M&K Holding Company	17-#957/stk filters		01/11/2019	627.16
5260 - M&K Holding Company	17-stock sensors		01/11/2019	93.16
5260 - M&K Holding Company	17-stock filters		01/11/2019	359.68
786 - Richard's Small Engine, INC	17-#795 brake parts and belts		01/11/2019	2,681.21
337 - Stansifer Radio Co, INC	17-#570 cable and nuts		01/11/2019	19.50
337 - Stansifer Radio Co, INC	17-#570 cable and nuts		01/11/2019	5.00
54351 - Sternberg, INC	17-stock brake chambers		01/11/2019	454.12
54351 - Sternberg, INC	17-#4461 seal		01/11/2019	48.15
950 - Tri-State Bearing Co, INC	17-#480 clutch parts		01/11/2019	279.27
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #426 Quick release valve		01/11/2019	37.29
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #4461 hub seals		01/11/2019	72.10
622 - Truck Country of Indiana, INC (Stoops Freightliner	17 - #426 steering gear box		01/11/2019	1,453.95
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#4461 air drier		01/11/2019	473.33



Board of Public Works Claim Register

Invoice Date Range 01/01/19 - 01/11/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
622 - Truck Country of Indiana, INC (Stoops Freightliner	17-#426 steering joint		01/11/2019	14.09
4398 - TruckPro Holding Corporation	17-#4461 hub cap		01/11/2019	24.38
4856 - United Rotary Brush	17-stock main broom		01/11/2019	583.27
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17 - #4461 LIGHT		01/11/2019	16.52
54917 - Vans Carburetor & Electric, INC (Vans Electrical)	17-stk alternator		01/11/2019	125.00
Account 52320 - Motor Vehicle Repair Totals		43		<u>\$14,036.35</u>
Account 52420 - Other Supplies				
4918 - HELM, INC	17 - ford service program		01/11/2019	2,750.00
4046 - Heritage-Crystal Clean, INC	17 - used oil pick up		01/11/2019	45.00
177 - Indiana Oxygen Company, INC	17-cylinder rental		01/11/2019	117.90
177 - Indiana Oxygen Company, INC	17-cylinder rental		01/11/2019	9.90
5260 - M&K Holding Company	17 - diagnostic software and cables		01/11/2019	1,025.80
Account 52420 - Other Supplies Totals		5		<u>\$3,948.60</u>
Account 53620 - Motor Repairs				
4044 - Industrial Hydraulics, INC	17-#960 repair hyd cylinders		01/11/2019	250.00
4044 - Industrial Hydraulics, INC	17-#960 repair hyd cylinders		01/11/2019	299.00
5260 - M&K Holding Company	17-#958 door repair		01/11/2019	1,135.75
Account 53620 - Motor Repairs Totals		3		<u>\$1,684.75</u>
Account 53650 - Other Repairs				
3286 - Peacetree, INC (PEI Maintenance)	17 - repiars to vapor recovery cap at Henderson		01/11/2019	135.72
Account 53650 - Other Repairs Totals		1		<u>\$135.72</u>
Account 53920 - Laundry and Other Sanitation Services				
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towels		01/11/2019	65.66
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniforms		01/11/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towels		01/11/2019	72.94
19171 - Aramark Uniform & Career Apparel Group, INC	17 - uniform		01/11/2019	15.89
19171 - Aramark Uniform & Career Apparel Group, INC	17 - mats and towels		01/11/2019	70.34
Account 53920 - Laundry and Other Sanitation Services Totals		5		<u>\$240.72</u>
Program 170000 - Main Totals		65		<u>\$75,009.07</u>
Department 17 - Fleet Maintenance Totals		65		<u>\$75,009.07</u>
Fund 802 - Fleet Maintenance(\$9500) Totals		65		<u>\$75,009.07</u>

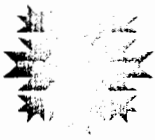
Fund 804 - Insurance Voluntary Trust
 Department 12 - Human Resources



Board of Public Works Claim Register

Invoice Date Range 01/01/19 - 01/11/19

Vendor	Invoice Description	Contract #	Payment Date	Invoice Amount
Program 120000 - Main				
Account 53990.1271 - Other Services and Charges Section 125 - URM- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/03/2019	617.88
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/03/2019	773.40
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/DDC 2019		01/03/2019	10.33
17785 - The Howard E. Nyhart Company, INC	12-City URM 2019		01/03/2019	528.30
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/03/2019	109.00
Account 53990.1271 - Other Services and Charges Section 125 - URM- City Totals			5	<u>\$2,038.91</u>
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/DDC 2019		01/03/2019	1,337.76
Account 53990.1272 - Other Services and Charges Section 125 - DDC- City Totals			1	<u>\$1,337.76</u>
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util				
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/03/2019	549.89
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/03/2019	20.00
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM/DDC 2019		01/03/2019	338.34
17785 - The Howard E. Nyhart Company, INC	12-City/Util URM 2019		01/03/2019	15.72
Account 53990.1281 - Other Services and Charges Section 125 - URM- Util Totals			4	<u>\$923.95</u>
Account 53990.1283 - Other Services and Charges Health Savings Account				
17785 - The Howard E. Nyhart Company, INC	12-Nyhart HSA EE Contributions		01/03/2019	17,848.83
Account 53990.1283 - Other Services and Charges Health Savings Account Totals			1	<u>\$17,848.83</u>
Program 120000 - Main Totals			11	<u>\$22,149.45</u>
Department 12 - Human Resources Totals			11	<u>\$22,149.45</u>
Fund 804 - Insurance Voluntary Trust Totals			11	<u>\$22,149.45</u>
Fund 978 - City 2016 GO Bond Proceeds				
Department 06 - Controller's Office				
Program 06016B - 2016 B Ped/Signal/Intersection				
Account 54510 - Other Capital Outlays				
3663 - WSP USA, INC	13-Sare Rd. Path & Intersection Pro-9/15-12/14/18	BC 2018-04B	01/11/2019	6,886.98
Account 54510 - Other Capital Outlays Totals			1	<u>\$6,886.98</u>
Program 06016B - 2016 B Ped/Signal/Intersection Totals			1	<u>\$6,886.98</u>
Department 06 - Controller's Office Totals			1	<u>\$6,886.98</u>
Fund 978 - City 2016 GO Bond Proceeds Totals			1	<u>\$6,886.98</u>
			128	<u><u>\$509,760.62</u></u>



Board of Public Works Claim Register

Invoice Date Range 12/23/18 - 12/23/18

Bank Fees for November 2018

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount	
Fund 101 - General Fund (S0101)											
Department 01 - Animal Shelter											
Program 010000 - Main											
Account 53830 - Bank Charges											
188-Financial Bank, N.A.	06-MicDepFee1118	06-MiscDeptFees November 2018 Bank Fees	Paid by EFT # 26971		12/23/2018	12/23/2018	12/23/2018		12/23/2018	5.00	
Account 53830 - Bank Charges Totals										Invoice Transactions 1	\$5.00
Program 010000 - Main Totals										Invoice Transactions 1	\$5.00
Department 01 - Animal Shelter Totals										Invoice Transactions 1	\$5.00
Department 02 - Public Works											
Program 020000 - Main											
Account 53830 - Bank Charges											
188-Financial Bank, N.A.	06-MicDepFee1118	06-MiscDeptFees November 2018 Bank Fees	Paid by EFT # 26971		12/23/2018	12/23/2018	12/23/2018		12/23/2018	3.34	
Account 53830 - Bank Charges Totals										Invoice Transactions 1	\$3.34
Program 020000 - Main Totals										Invoice Transactions 1	\$3.34
Department 02 - Public Works Totals										Invoice Transactions 1	\$3.34
Department 06 - Controller's Office											
Program 060000 - Main											
Account 53830 - Bank Charges											
188-Financial Bank, N.A.	06-MicDepFee1118	06-MiscDeptFees November 2018 Bank Fees	Paid by EFT # 26971		12/23/2018	12/23/2018	12/23/2018		12/23/2018	5.00	
Account 53830 - Bank Charges Totals										Invoice Transactions 1	\$5.00
Program 060000 - Main Totals										Invoice Transactions 1	\$5.00
Department 06 - Controller's Office Totals										Invoice Transactions 1	\$5.00
Department 13 - Planning											
Program 130000 - Main											
Account 53830 - Bank Charges											
188-Financial Bank, N.A.	06-MicDepFee1118	06-MiscDeptFees November 2018 Bank Fees	Paid by EFT # 26971		12/23/2018	12/23/2018	12/23/2018		12/23/2018	5.00	
Account 53830 - Bank Charges Totals										Invoice Transactions 1	\$5.00
Program 130000 - Main Totals										Invoice Transactions 1	\$5.00
Department 13 - Planning Totals										Invoice Transactions 1	\$5.00
Fund 101 - General Fund (S0101) Totals										Invoice Transactions 4	\$18.34
Fund 452 - Parking Facilities(S9502)											
Department 26 - Parking											
Program 260000 - Main											
Account 53830 - Bank Charges											
188-Financial Bank, N.A.	26-GroFeesNov18	26-GarageFees November 2018 Bank	Paid by EFT # 26969		12/23/2018	12/23/2018	12/23/2018		12/23/2018	413.65	
Account 53830 - Bank Charges Totals										Invoice Transactions 1	\$413.65
Program 260000 - Main Totals										Invoice Transactions 1	\$413.65
Department 26 - Parking Totals										Invoice Transactions 1	\$413.65
Fund 452 - Parking Facilities(S9502) Totals										Invoice Transactions 1	\$413.65
Fund 454 - Alternative Transport(S6301)											
Department 02 - Public Works											
Program 020000 - Main											
Account 53830 - Bank Charges											
188-Financial Bank, N.A.	06-MicDepFee1118	06-MiscDeptFees November 2018 Bank Fees	Paid by EFT # 26971		12/23/2018	12/23/2018	12/23/2018		12/23/2018	1.66	
Account 53830 - Bank Charges Totals										Invoice Transactions 1	\$1.66
Program 020000 - Main Totals										Invoice Transactions 1	\$1.66
Department 02 - Public Works Totals										Invoice Transactions 1	\$1.66
Fund 454 - Alternative Transport(S6301) Totals										Invoice Transactions 1	\$1.66
Grand Totals										Invoice Transactions 6	\$433.65



Board of Public Works Claim Register

Invoice Date Range 12/26/18 - 12/28/18

Last Claim Run for the Year

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 101 - General Fund (50101)										
Department 01 - Animal Shelter										
Program 010000 - Main										
Account 53210 - Telephone										
13969 - AT&T Mobility II, LLC	PWDIVX12192018	02-PW Division cell phone charges 11/12-	Paid by Check # 68956		12/26/2018	12/26/2018	12/26/2018		12/26/2018	239.29
										<u>239.29</u>
					Account 53210 - Telephone Totals			Invoice Transactions 1		\$239.29
Account 53510 - Electrical Services										
223 - Duke Energy	FACSUM121218	19-CH/off site facilities-electric summary bill-bill	Paid by Check # 68961		12/26/2018	12/26/2018	12/26/2018		12/26/2018	1,297.68
										<u>1,297.68</u>
					Account 53510 - Electrical Services Totals			Invoice Transactions 1		\$1,297.68
					Program 010000 - Main Totals			Invoice Transactions 2		\$1,536.97
					Department 01 - Animal Shelter Totals			Invoice Transactions 2		\$1,536.97
Department 02 - Public Works										
Program 020000 - Main										
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	226040	02-APWA Administration, Supervision, &	Paid by Check # 68963		12/26/2018	12/26/2018	12/26/2018		12/26/2018	114.89
										<u>114.89</u>
					Account 53160 - Instruction Totals			Invoice Transactions 1		\$114.89
					Program 020000 - Main Totals			Invoice Transactions 1		\$114.89
					Department 02 - Public Works Totals			Invoice Transactions 1		\$114.89
Department 04 - Economic & Sustainable Dev										
Program 040000 - Main										
Account 52110 - Office Supplies										
6530 - Office Depot, INC	241440201001	04 - Office Supplies pens, post its, clips, legal	Paid by EFT # 26946		12/26/2018	12/26/2018	12/26/2018		12/26/2018	121.17
										<u>121.17</u>
					Account 52110 - Office Supplies Totals			Invoice Transactions 1		\$121.17
Account 52420 - Other Supplies										
6530 - Office Depot, INC	246572764001	04 Colored Chalk	Paid by EFT # 26946		12/26/2018	12/26/2018	12/26/2018		12/26/2018	26.58
										<u>26.58</u>
6530 - Office Depot, INC	243510977001	04 - chairmat for Autumn	Paid by EFT # 26946		12/26/2018	12/26/2018	12/26/2018		12/26/2018	7.58
										<u>7.58</u>
53442 - Paragon Micro, INC	852546	04 Laptop for Value Chain Coordinator	Paid by EFT # 26949		12/26/2018	12/26/2018	12/26/2018		12/26/2018	149.99
										<u>149.99</u>
					Account 52420 - Other Supplies Totals			Invoice Transactions 3		\$184.15
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	1377790535	04 Hootsuite - BEAD Website Platform	Paid by Check # 68963		12/26/2018	12/26/2018	12/26/2018		12/26/2018	5.99
										<u>5.99</u>
					Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$5.99
					Program 040000 - Main Totals			Invoice Transactions 5		\$311.31
					Department 04 - Economic & Sustainable Dev Totals			Invoice Transactions 5		\$311.31
Department 06 - Controller's Office										
Program 060000 - Main										
Account 52110 - Office Supplies										
5819 - Synchrony Bank	536534366893	06-Wall Calendar	Paid by EFT # 26956		12/26/2018	12/26/2018	12/26/2018		12/26/2018	13.52
										<u>13.52</u>
					Account 52110 - Office Supplies Totals			Invoice Transactions 1		\$13.52
Account 53640 - Hardware and Software Maintenance										
6758 - Olga Berezhnaya	003	06- Bicentennial Entertainment - Violin	Paid by Check # 68957		12/26/2018	12/26/2018	12/26/2018		12/26/2018	450.00
										<u>450.00</u>
3560 - First Financial Bank / Credit Cards	879673	06-Payroll W2/1099 licensinq software (CFS	Paid by Check # 68963		12/26/2018	12/26/2018	12/26/2018		12/26/2018	144.00
										<u>144.00</u>
					Account 53640 - Hardware and Software Maintenance Totals			Invoice Transactions 2		\$594.00
Account 53730 - Machinery and Equipment Rental										
371 - Pitney Bowes, INC	1010519271	06- 2018 Postage Meter Rental	Paid by Check # 68966		12/26/2018	12/26/2018	12/26/2018		12/26/2018	120.00
										<u>120.00</u>
					Account 53730 - Machinery and Equipment Rental Totals			Invoice Transactions 1		\$120.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	6267291	06-AICPA CPEXpress - Underwood	Paid by Check # 68963		12/26/2018	12/26/2018	12/26/2018		12/26/2018	249.00
										<u>249.00</u>
					Account 53910 - Dues and Subscriptions Totals			Invoice Transactions 1		\$249.00
Account 53990 - Other Services and Charges										
877 - Brett Anderson (The Dance Machine)	150778027-201812	09- Bicentennial Year End Event -	Paid by Check # 68944		12/26/2018	12/26/2018	12/26/2018		12/26/2018	500.00
										<u>500.00</u>
					Account 53990 - Other Services and Charges Totals			Invoice Transactions 1		\$500.00
					Program 060000 - Main Totals			Invoice Transactions 6		\$1,476.52
					Department 06 - Controller's Office Totals			Invoice Transactions 6		\$1,476.52
Department 09 - CFRD										
Program 090000 - Main										
Account 52420 - Other Supplies										
3560 - First Financial Bank / Credit Cards	100061460	09-TRT Banners--table top banners CSCY, MLK,	Paid by Check # 68963		12/26/2018	12/26/2018	12/26/2018		12/26/2018	125.57
										<u>125.57</u>
					Account 52420 - Other Supplies Totals			Invoice Transactions 1		\$125.57
Account 53160 - Instruction										
3560 - First Financial Bank / Credit Cards	110	09-The Sociable City Network-pre-summit	Paid by Check # 68963		12/26/2018	12/26/2018	12/26/2018		12/26/2018	725.00
										<u>725.00</u>
					Account 53160 - Instruction Totals			Invoice Transactions 1		\$725.00
Account 53910 - Dues and Subscriptions										
3560 - First Financial Bank / Credit Cards	134323	09-International Downtown Association--	Paid by Check # 68963		12/26/2018	12/26/2018	12/26/2018		12/26/2018	940.00
										<u>940.00</u>
3560 - First Financial Bank / Credit Cards	12-4-2018	09-National Civic League-annual membership dues	Paid by Check # 68963		12/26/2018	12/26/2018	12/26/2018		12/26/2018	275.00
										<u>275.00</u>



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Last Claim Run for the Year

				Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 2	\$1,215.00
				Program 090000 - Main Totals	Invoice Transactions 4	\$2,065.57
				Department 09 - CFRD Totals	Invoice Transactions 4	\$2,065.57
Department 11 - Mayor's Office						
Program 110000 - Main						
Account 53210 - Telephone						
13969 - AT&T Mobility II, LLC	OOTMX12192018	11-cell phone charges 11/12-12/11/18	Paid by Check # 68950	12/26/2018	12/26/2018	41.40
				Account 53210 - Telephone Totals	Invoice Transactions 1	\$41.40
Account 53310 - Printing						
3560 - First Financial Bank / Credit Cards	SI-1858031	11-DH and OOTM nametaqs	Paid by Check # 68963	12/26/2018	12/26/2018	255.42
				Account 53310 - Printing Totals	Invoice Transactions 1	\$255.42
Account 53960 - Grants						
3560 - First Financial Bank / Credit Cards	378428	11-ceremonial ribbon-cutting scissors	Paid by Check # 68963	12/26/2018	12/26/2018	197.00
				Account 53960 - Grants Totals	Invoice Transactions 1	\$197.00
Account 53990 - Other Services and Charges						
3560 - First Financial Bank / Credit Cards	120318	11-Twilio charge for Addiction Navigator	Paid by Check # 68963	12/26/2018	12/26/2018	10.00
3560 - First Financial Bank / Credit Cards	122018	11-Twilio charge for Addiction Navigator	Paid by Check # 68963	12/26/2018	12/26/2018	10.04
3560 - First Financial Bank / Credit Cards	122318	11-Subscription	Paid by Check # 68963	12/26/2018	12/26/2018	26.00
3560 - First Financial Bank / Credit Cards	50da38102d150f eb	12-API Services	Paid by Check # 68963	12/26/2018	12/26/2018	10.11
				Account 53990 - Other Services and Charges Totals	Invoice Transactions 4	\$56.15
				Program 110000 - Main Totals	Invoice Transactions 7	\$549.97
				Department 11 - Mayor's Office Totals	Invoice Transactions 7	\$549.97
Department 12 - Human Resources						
Program 120000 - Main						
Account 51310 - Other Personal Services						
208 - City Of Bloomington Utilities	2018 - 2	12- Market Adjustment 2nd half	Paid by Check # 68958	12/26/2018	12/26/2018	23,840.23
				Account 51310 - Other Personal Services Totals	Invoice Transactions 1	\$23,840.23
Account 52110 - Office Supplies						
6530 - Office Depot, INC	247040172001	12-Office Supplies \$87.91	Paid by EFT # 26946	12/26/2018	12/26/2018	87.91
				Account 52110 - Office Supplies Totals	Invoice Transactions 1	\$87.91
Account 53160 - Instruction						
3560 - First Financial Bank / Credit Cards	9007839136	12-SHRM elearning year subscription \$229.00	Paid by Check # 68963	12/26/2018	12/26/2018	229.00
				Account 53160 - Instruction Totals	Invoice Transactions 1	\$229.00
Account 53210 - Telephone						
13969 - AT&T Mobility II, LLC	HRX12192018	12-cell phone charges- 11/12-12/11/18	Paid by Check # 68952	12/26/2018	12/26/2018	24.30
				Account 53210 - Telephone Totals	Invoice Transactions 1	\$24.30
				Program 120000 - Main Totals	Invoice Transactions 4	\$24,181.44
				Department 12 - Human Resources Totals	Invoice Transactions 4	\$24,181.44
Department 13 - Planning						
Program 130000 - Main						
Account 52430 - Uniforms and Tools						
5819 - Synchrony Bank	468864563576	13 - Work Gloves & Kutter Knives	Paid by EFT # 26956	12/26/2018	12/26/2018	48.74
				Account 52430 - Uniforms and Tools Totals	Invoice Transactions 1	\$48.74
Account 53160 - Instruction						
3560 - First Financial Bank / Credit Cards	274161	13 - (5) OSHA 10 & (2) 30 Hour Construction	Paid by Check # 68963	12/26/2018	12/26/2018	823.00
				Account 53160 - Instruction Totals	Invoice Transactions 1	\$823.00
Account 53210 - Telephone						
13969 - AT&T Mobility II, LLC	P&TX12192018	13-cell phone charges 11/12-12/11/18	Paid by Check # 68948	12/26/2018	12/26/2018	329.32
				Account 53210 - Telephone Totals	Invoice Transactions 1	\$329.32
				Program 130000 - Main Totals	Invoice Transactions 3	\$1,201.06
				Department 13 - Planning Totals	Invoice Transactions 3	\$1,201.06
Department 19 - Facilities Maintenance						
Program 190000 - Main						
Account 53210 - Telephone						
13969 - AT&T Mobility II, LLC	PWDIVX12192018	02-PW Division cell phone charges 11/12-	Paid by Check # 68956	12/26/2018	12/26/2018	179.80
				Account 53210 - Telephone Totals	Invoice Transactions 1	\$179.80
Account 53510 - Electrical Services						
223 - Duke Energy	FACSUM121218	19-CH/off site facilities-electric summary bill-bill	Paid by Check # 68961	12/26/2018	12/26/2018	10,744.83
				Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$10,744.83
				Program 190000 - Main Totals	Invoice Transactions 2	\$10,924.63
				Department 19 - Facilities Maintenance Totals	Invoice Transactions 2	\$10,924.63
Department 28 - ITS						
Program 280000 - Main						
Account 53210 - Telephone						
13969 - AT&T Mobility II, LLC	ITSX12192018	28-cell phone charges 11/12-12/11/18	Paid by Check # 68955	12/26/2018	12/26/2018	727.65
				Account 53210 - Telephone Totals	Invoice Transactions 1	\$727.65



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Last Claim Run for the Year

Account 53910 - Dues and Subscriptions									
3560 - First Financial Bank / Credit Cards	12463144	28-Basecamp 2 10 Projects Plan	Paid by Check # 68963	12/26/2018	12/26/2018	12/26/2018	12/26/2018		20.00
							Account 53910 - Dues and Subscriptions Totals	Invoice Transactions 1	\$20.00
							Program 280000 - Main Totals	Invoice Transactions 2	\$747.65
							Department 28 - ITS Totals	Invoice Transactions 2	\$747.65
							Fund 101 - General Fund (S0101) Totals	Invoice Transactions 36	\$43,110.01
Fund 312 - Community Services									
Department 09 - CFRD									
Program 090018 - CBVN									
Account 53640 - Hardware and Software Maintenance									
3560 - First Financial Bank / Credit Cards	8060	09-Galaxy Digital, LLC-- BCVN website required	Paid by Check # 68963	12/26/2018	12/26/2018	12/26/2018	12/26/2018		91.67
							Account 53640 - Hardware and Software Maintenance Totals	Invoice Transactions 1	\$91.67
							Program 090018 - CBVN Totals	Invoice Transactions 1	\$91.67
							Department 09 - CFRD Totals	Invoice Transactions 1	\$91.67
							Fund 312 - Community Services Totals	Invoice Transactions 1	\$91.67
Fund 401 - Non-Reverting Telecom (S1146)									
Department 25 - Telecommunications									
Program 256000 - Services									
Account 53150 - Communications Contract									
4170 - Comcast Cable Communications, INC	11906267041220 18	25-Internet Package	Paid by Check # 68959	12/26/2018	12/26/2018	12/26/2018	12/26/2018		149.85
							Account 53150 - Communications Contract Totals	Invoice Transactions 1	\$149.85
							Program 256000 - Services Totals	Invoice Transactions 1	\$149.85
							Department 25 - Telecommunications Totals	Invoice Transactions 1	\$149.85
							Fund 401 - Non-Reverting Telecom (S1146) Totals	Invoice Transactions 1	\$149.85
Fund 451 - Motor Vehicle Highway(S0708)									
Department 20 - Street									
Program 200000 - Main									
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	PWDIVX1219201 8	02-PW Division cell phone charges 11/12-	Paid by Check # 68956	12/26/2018	12/26/2018	12/26/2018	12/26/2018		187.53
							Account 53210 - Telephone Totals	Invoice Transactions 1	\$187.53
Account 53510 - Electrical Services									
223 - Duke Energy	FACSUM121218	19-CH/off site facilities-electric summary bill-bill	Paid by Check # 68961	12/26/2018	12/26/2018	12/26/2018	12/26/2018		396.51
							Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$396.51
							Program 200000 - Main Totals	Invoice Transactions 2	\$584.04
							Department 20 - Street Totals	Invoice Transactions 2	\$584.04
							Fund 451 - Motor Vehicle Highway(S0708) Totals	Invoice Transactions 2	\$584.04
Fund 452 - Parking Facilities(S9502)									
Department 26 - Parking									
Program 260000 - Main									
Account 53210 - Telephone									
13969 - AT&T Mobility II, LLC	PKGGARX121920 18	26-Pkg Garages-cell phone charges 11/12-	Paid by Check # 68949	12/26/2018	12/26/2018	12/26/2018	12/26/2018		107.00
							Account 53210 - Telephone Totals	Invoice Transactions 1	\$107.00
Account 53510 - Electrical Services									
223 - Duke Energy	FACSUM121218	19-CH/off site facilities-electric summary bill-bill	Paid by Check # 68961	12/26/2018	12/26/2018	12/26/2018	12/26/2018		5,361.53
							Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$5,361.53
							Program 260000 - Main Totals	Invoice Transactions 2	\$5,468.53
							Department 26 - Parking Totals	Invoice Transactions 2	\$5,468.53
							Fund 452 - Parking Facilities(S9502) Totals	Invoice Transactions 2	\$5,468.53
Fund 454 - Alternative Transport(S6301)									
Department 02 - Public Works									
Program 020000 - Main									
Account 46060 - Other Violations									
Mark P. Cain	REFUND-CAINM	14-refund overpayment pkq citation	Paid by Check # 68968	12/26/2018	12/26/2018	12/26/2018	12/26/2018		20.00
							Account 46060 - Other Violations Totals	Invoice Transactions 1	\$20.00
							Program 020000 - Main Totals	Invoice Transactions 1	\$20.00
							Department 02 - Public Works Totals	Invoice Transactions 1	\$20.00
							Fund 454 - Alternative Transport(S6301) Totals	Invoice Transactions 1	\$20.00
Fund 601 - Cum Cap Development(S2391)									
Department 02 - Public Works									
Program 020000 - Main									
Account 54110 - Land Purchase									
Jon B Bowman	ROW-Bowman	13-West 17th Street Right of Way Parcel 10	Paid by Check # 68967	12/26/2018	12/26/2018	12/26/2018	12/26/2018		7,045.00
Victoria S Temple	ROW-V Temple	13-West 17th Street Right of Way-Parcel 7	Paid by Check # 68969	12/26/2018	12/26/2018	12/26/2018	12/26/2018		24,575.00
							Account 54110 - Land Purchase Totals	Invoice Transactions 2	\$31,620.00
							Program 020000 - Main Totals	Invoice Transactions 2	\$31,620.00
							Department 02 - Public Works Totals	Invoice Transactions 2	\$31,620.00
							Fund 601 - Cum Cap Development(S2391) Totals	Invoice Transactions 2	\$31,620.00
Fund 730 - Solid Waste (S6401)									
Department 16 - Sanitation									
Program 160080 - Main									



Board of Public Works Claim Register

Invoice Date Range 12/26/18 - 12/28/18

Last Claim Run for the Year

Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

PWDIVX1219201	02-PW Division cell phone charges 11/12-	Paid by Check # 68956	12/26/2018	12/26/2018	12/26/2018	12/26/2018	502.73
					Account 53210 - Telephone Totals	Invoice Transactions 1	\$502.73

Account 53510 - Electrical Services
223 - Duke Energy

FACSUM121218	19-CH/off site facilities-electric summary bill-bill	Paid by Check # 68961	12/26/2018	12/26/2018	12/26/2018	12/26/2018	253.27
					Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$253.27
					Program 160000 - Main Totals	Invoice Transactions 2	\$756.00
					Department 16 - Sanitation Totals	Invoice Transactions 2	\$756.00
					Fund 730 - Solid Waste (\$6401) Totals	Invoice Transactions 2	\$756.00

Fund 800 - Risk Management(\$0203)
Department 10 - Legal
Program 100000 - Main
Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

RISKX12192018	10-cell phone charges-B. Wilson-11/12-12/11/18	Paid by Check # 68953	12/26/2018	12/26/2018	12/26/2018	12/26/2018	6.53
					Account 53210 - Telephone Totals	Invoice Transactions 1	\$6.53
					Program 100000 - Main Totals	Invoice Transactions 1	\$6.53
					Department 10 - Legal Totals	Invoice Transactions 1	\$6.53
					Fund 800 - Risk Management(\$0203) Totals	Invoice Transactions 1	\$6.53

Fund 802 - Fleet Maintenance(\$9500)
Department 17 - Fleet Maintenance
Program 170000 - Main
Account 53210 - Telephone
13969 - AT&T Mobility II, LLC

PWDIVX1219201	02-PW Division cell phone charges 11/12-	Paid by Check # 68956	12/26/2018	12/26/2018	12/26/2018	12/26/2018	42.34
					Account 53210 - Telephone Totals	Invoice Transactions 1	\$42.34

Account 53510 - Electrical Services
223 - Duke Energy

FACSUM121218	19-CH/off site facilities-electric summary bill-bill	Paid by Check # 68961	12/26/2018	12/26/2018	12/26/2018	12/26/2018	429.76
					Account 53510 - Electrical Services Totals	Invoice Transactions 1	\$429.76
					Program 170000 - Main Totals	Invoice Transactions 2	\$472.10
					Department 17 - Fleet Maintenance Totals	Invoice Transactions 2	\$472.10
					Fund 802 - Fleet Maintenance(\$9500) Totals	Invoice Transactions 2	\$472.10

Fund 804 - Insurance Voluntary Trust
Department 12 - Human Resources
Program 120000 - Main

Account 53990.1271 - Other Services and Charges Section 125 - URM - City

17/7/5 - The Howard E. Nyhart Company, INC	Daily-12/24/2018	12-Daily Benefits Card Funding Detail-12/24/18	Paid by EFT # 26924	12/26/2018	12/26/2018	12/26/2018	12/26/2018	10.00
17/7/5 - The Howard E. Nyhart Company, INC	Daily-12/25/2018	12-Daily Benefits Card Funding Detail-12/25/18	Paid by EFT # 26925	12/26/2018	12/26/2018	12/26/2018	12/26/2018	25.00
					Account 53990.1271 - Other Services and Charges Section 125 - URM - City Totals	Invoice Transactions 2	\$35.00	

Account 53990.1272 - Other Services and Charges Section 125 - DDC - City

17/7/5 - The Howard E. Nyhart Company, INC	12/26-12/27/18	12-City DDC 12/26-12/27/18	Paid by EFT # 26926	12/26/2018	12/26/2018	12/26/2018	12/26/2018	195.00
					Account 53990.1272 - Other Services and Charges Section 125 - DDC - City Totals	Invoice Transactions 1	\$195.00	
					Program 120000 - Main Totals	Invoice Transactions 3	\$230.00	
					Department 12 - Human Resources Totals	Invoice Transactions 3	\$230.00	
					Fund 804 - Insurance Voluntary Trust Totals	Invoice Transactions 3	\$230.00	
					Grand Totals	Invoice Transactions 53	\$82,508.73	



Board of Public Works Claim Register

Page 1 of 1 Range 12/31/18 - 12/31/18
Garage Lease

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund 452 - Parking Facilities(S9502)										
Department 26 - Parking										
Program 260000 - Main										
Account 53840 - Lease Payments										
512 - 7th & Walnut , LLC										
	01-01-2019	06-January 2019 lease Pymnt	Paid by EFT # 26967		12/31/2018	12/31/2018	12/31/2018		12/31/2018	18,759.98
					Account 53840 - Lease Payments Totals			Invoice Transactions 1		<u>\$18,759.98</u>
					Program 260000 - Main Totals			Invoice Transactions 1		<u>\$18,759.98</u>
					Department 26 - Parking Totals			Invoice Transactions 1		<u>\$18,759.98</u>
					Fund 452 - Parking Facilities(S9502) Totals			Invoice Transactions 1		<u>\$18,759.98</u>
					Grand Totals			Invoice Transactions 1		<u>\$18,759.98</u>

REGISTER OF SIHO CLAIMS

Board: Board Of Public Works

Date:	Type of Claim	FUND	Description	Bank Transfer	Amount
1 11/30/2018	EFT	804	FLEX	12/3/2018	10.00
2 12/1/2018	EFT	804	FLEX	12/3/2018	164.67
3 12/2/2018	EFT	804	FLEX	12/3/2018	23.67
4 12/4/2018	EFT	804	FLEX	12/5/2018	551.87
5 12/5/2018	EFT	804	FLEX	12/6/2018	150.00
6 12/4/2018	EFT	804	FLEX-ODC	12/6/2018	110.00
7 12/6/2018	EFT	804	H.S.A. EE	12/6/2018	17,846.87
8 12/6/2018	EFT	804	FLEX	12/7/2018	100.17
9 12/7/2018	EFT	801	IACT	12/10/2018	783,910.63
10 12/9/2018	EFT	804	FLEX	12/10/2018	144.47
11 12/9/2018	EFT	804	FLEX	12/10/2018	653.42
12 12/7/2018	EFT	804	FLEX	12/10/2018	148.00
13 12/10/2018	EFT	804	FLEX	12/11/2018	10.00
14 12/11/2018	EFT	804	FLEX-DDC	12/11/2018	344.86
15 12/12/2018	EFT	804	FLEX	12/13/2018	118.25
16 12/11/2018	EFT	804	FLEX	12/12/2018	295.96
17 12/12/2018	EFT	801	GYMMASSAGE	12/12/2018	7,319.90
18 12/13/2018	EFT	804	FLEX	12/14/2018	279.56
19 12/14/2018	EFT	804	FLEX	12/17/2018	328.63
20 12/15/2018	EFT	804	FLEX	12/17/2018	65.00
21 12/16/2018	EFT	804	FLEX	12/17/2018	58.64
22 12/18/2018	EFT	804	FLEX	12/18/2018	347.16
27 12/18/2018	EFT	804	FLEX	12/19/2018	1,279.49
28 12/19/2018	EFT	804	FLEX	12/20/2018	164.67
29 12/19/2018	EFT	800	Work Comp	12/19/2018	473.72
26 12/19/2018	EFT	800	Work Comp	12/20/2019	15,564.17
30 12/19/2018	EFT	800	Work Comp	12/20/2019	5,075.17
25 12/20/2018	EFT	801	H.S.A. EE	12/20/2019	17,896.87
24 12/20/2018	EFT	801	CIGNA	12/21/2018	31,885.94
23 12/20/2018	EFT	804	FLEX	12/21/2018	790.20
31 12/21/2018	EFT	804	FLEX	12/24/2018	60.35
32 12/22/2018	EFT	804	FLEX	12/24/2018	299.55
33 12/23/2018	EFT	804	FLEX	12/24/2018	16.76
34 12/24/2018	EFT	804	FLEX	12/26/2018	10.00
35 12/25/2018	EFT	804	FLEX	12/26/2018	25.00
36 12/26/2018	EFT	804	FLEX	12/26/2018	195.00
37 12/26/2018	EFT	800	Work Comp	12/28/2018	1,184.26
38 12/27/2018	EFT	804	FLEX	12/28/2018	45.00
39 12/28/2018	EFT	804	FLEX	12/31/2018	304.07
40 12/29/2018	EFT	804	FLEX	12/31/2018	544.22
41 12/30/2018	EFT	804	FLEX	12/31/2018	333.30
42	EFT	804	FLEX		
43	EFT	804	FLEX		
44	EFT	804	FLEX		
45	EFT	804	H.S.A. EE		
46	EFT	804	H.S.A. ER		
47	EFT	801	FLEX		
48	EFT	804	FLEX-DDC		
49	EFT	801	CIGNA		
50	EFT	804	FLEX		
51	EFT	804	FLEX		
52	EFT	804	FLEX		

889,129.47

ALLOWANCE OF CLAIMS

\$ 889,129.47

Dated this _____ day of _____ year of 20 _____.

I herby 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 _____

REGISTER OF SPECIAL CLAIMS

Board: Board of Public Works Claim Register

Date:	Type of Claim	FUND	Descrip_tion	Bank Transfer	Amount
12/23/2018	Bank Fees				433.65
1/11/2019	Claims				509,760.62
12/28/2018	Year End Claims				101,268.71
12/31/2018	Month Of December HSA/WorkComp/MT & Gym/CIGNA Sales Tax For October 2018				889,129.47
					<u>1,500,592.45</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 \$ 1,500,592.45

Dated this 8th day of January year of 2019

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

I herby 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 _____